

Supplement to Paragraph 9 DTE form --1 Complaint Against the Valuation of Real Property owned by Whirlwind Properties, Inc. and leased to Teri Caldwell.

The five (5) parcels subject to this Complaint are owned by Whirlwind Properties, Inc., an Ohio Corporation, and are more fully described in Exhibit 1 attached hereto. The parcels were formerly used as a motor vehicle sales and service facility, selling, and servicing General Motors new and used vehicles under the name Stateline Chevrolet Buick. The dealership closed in 2018-19 due to lack of business.

The premises remained vacant until July 2000 when Teri Caldwell (hereafter Caldwell) and Lee Campbell (hereafter Campbell) leased the five parcels from Whirlwind with the intention that Campbell would operate a used motor vehicle sales and service business. A copy of the written lease with Whirlwind is attached as Exhibit 2.

Campbell's sales and service business failed and closed in 2023, but he continues to operate a small body shop repair business out of Parcel # 020132013200 pursuant to a sub-lease with Caldwell, pays \$1,350.00 per month in rent to Caldwell, and will continue occupancy until July 31, 2025 when his sub-lease ends and he will vacate the parcel.

Parcel # 020132013300 is rented month-to-month by a small "Mom and Pop" coffee shop paying \$1,000.00 per month in rent. The remainder of the parcels are vacant and there is no market for their rental.

Due to a business dispute and civil litigation filed by Caldwell against Campbell, Campbell assigned his interest in the Whirlwind lease to Caldwell and was permitted to lease the body shop area as above noted until July 31, 2025.

The July 22, 2020, lease agreement between Whirlwind and Caldwell is for a term of 60 months, triple-net, and a monthly rental of \$3,725. At conclusion of the lease, the Lessee (Caldwell) is required to purchase all five parcels for the price of \$625,000.00, less all rental payments made under the lease. The lease was negotiated in an arm's length transaction and the complaint believes that the \$625,000.00 purchase price fairly and accurately reflects the fair market

value of the five parcels at that time the lease was entered as well as of the present.

Complainant has been unable to provide necessary maintenance to the premises due to financial constraints arising from lack of rental income from the parcels and has received notices from the Village of Andover as to the poor condition of the property. Further, as reflected by the real estate tax history for the five parcels, the real estate taxes have been in a delinquent status for several years due to lack of cash flow from the parcels to provide funding for payment of taxes, insurance, repairs, and upkeep.

**ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
ASHTABULA CO TREASURER
25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047**

**REAL PROPERTY
2nd HALF 2023
DUE 07/17/2024**

**PARCEL LOCATION: 41 E MAIN ST
0099 PROSECUTOR ACTION**

**PARCEL ID: 02-013-20-133-00
TAX DISTRICT: ANDOVER TWP-A VIL-PYMATU V LSD
OWNER NAME: WHIRLWIND PROPERTIES INC**

**WHIRLWIND PROPERTIES INC
413 E MAIN ST
ANDOVER OH 44003**

**DESCRIPTION OF PROPERTY:
25 S E**

Gross Tax Rate 65.61	Non Business Credit Factor .088325	Acres 1.67	APPRAISED VALUE		
Reduction Factor .126099741	Owner Occupancy Credit Factor .022081	Class C	Land	Improvement	Total
Effective Tax Rate 57.336596	LUC 430		58,500	81,500	140,000
TAX VALUES		CURRENT TAX DISTRIBUTION		TAXABLE VALUE	
Real Estate Taxes	3,215.60	Ashtabula County	537.61	Land	20,480
Reduction Factor	-405.54	Pymatuning Valley Lsd	1,454.17	Improvement	28,530
Subtotal	2,810.06	Ashtabula Co Sch Financing	71.11	Total	49,010
Non Business Credit	0.00	A-Tech	133.33	HOMESTEAD	CAUV Value
Owner Occupancy Credit	0.00	Andover Twp	57.44		TIF Value
Homestead Reduction	0.00	Andover Corp	486.99		0
CAUV Recoupment	0.00	Andover Public Library	45.71		0
Current Net Taxes	2,810.06	Ashtabula Co Metro Parks	23.70	SPECIAL ASSESSMENT	
Current Assessments	9.50	Special Assessment	9.50	Proj# and Description	Delinquent
Full Year Taxes & Asmts	2,819.56	Total	2,819.56	19005-9-1-1 EMERGENCY T	Current
Half Year Taxes & Asmts	1,409.78	Certified Year: 2023		19006-COUNTYWIDE RECY	4.50
Penalties	531.97				5.00
Interest	18.74				
Adjustments	0.00				
Delinquent General Taxes	2,512.90				
Delinquent Assessments	9.50				
TOTAL TAX	5,892.67			Total	9.50
PAYMENTS	1,039.29				9.50
OTHER CREDITS	0.00				
BALANCE DUE	4,853.38				

**TO AVOID 10% PENALTY
PAY ON OR BEFORE
07/17/24**

If you need a stamped receipt, return entire bill with a self-addressed stamped envelope. No receipt will be returned unless requested.

Your cancelled check is a valid receipt

**ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
ASHTABULA CO TREASURER
25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047**

**REAL PROPERTY
2nd HALF 2023
DUE 07/17/2024**

PARCEL LOCATION: 41 E MAIN ST **PARCEL ID: 02-013-20-133-00**

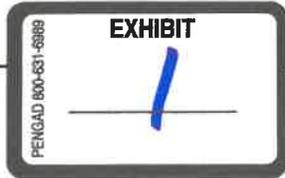
OWNER NAME: WHIRLWIND PROPERTIES INC **MAKE CHECK PAYABLE TO:
ANGIE MAKI-CLIFF, ASHTABULA COUNTY TREASURER**

TaxBill prepared on 07/06/24
0099 PROSECUTOR ACTION

**WHIRLWIND PROPERTIES INC
413 E MAIN ST
ANDOVER OH 44003**

PAY THIS AMOUNT

BALANCE DUE: \$4,853.38



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**ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
ASHTABULA CO TREASURER
25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047**

**REAL PROPERTY
2nd HALF 2023
DUE 07/17/2024**

PARCEL LOCATION: STATE ROUTE 85

PARCEL ID: 02-018-00-026-01

0099 PROSECUTOR ACTION

TAX DISTRICT: ANDOVER TWP-A VIL-PYMATU V LSD

**WHIRLWIND PROPERTIES INC
413 E MAIN ST
ANDOVER OH 44003**

OWNER NAME: WHIRLWIND PROPERTIES INC

DESCRIPTION OF PROPERTY:
35ANNEXED FROM TWP

Gross Tax Rate 65.61 Non Business Credit Factor .088325 Acres 1.37
Reduction Factor .126099741 Owner Occupancy Credit Factor .022081 Class C
Effective Tax Rate 57.336596 LUC 454

APPRAISED VALUE

Land	Improvement	Total
48,000	0	48,000

TAX VALUES

CURRENT TAX DISTRIBUTION

Real Estate Taxes	1,102.24	Ashtabula County	184.29
Reduction Factor	-138.96	Pymatuning Valley Lsd	498.48
Subtotal	963.28	Ashtabula Co Sch Financing	24.38
Non Business Credit	0.00	A-Tech	45.70
Owner Occupancy Credit	0.00	Andover Twp	19.69
Homestead Reduction	0.00	Andover Corp	166.94
CAUV Recoupment	0.00	Andover Public Library	15.67
		Ashtabula Co Metro Parks	8.13
Current Net Taxes	963.28	Special Assessment	0.00
Current Assessments	0.00		
Full Year Taxes & Asmts	963.28	Total	963.28
Half Year Taxes & Asmts	481.64		
Penalties	189.98	Certified Year: 2023	
Interest	0.96		
Adjustments	0.00		
Delinquent General Taxes	914.96		
Delinquent Assessments	0.00		

TAXABLE VALUE

Land	Improvement	Total
16,800	0	16,800

HOMESTEAD CAUV Value TIF Value

	0	0
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SPECIAL ASSESSMENT

Proj# and Description	Delinquent	Current
	0.00	0.00
Total	0.00	0.00

**TO AVOID 10% PENALTY
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If you need a stamped receipt, return entire bill with a self-addressed stamped envelope. No receipt will be returned unless requested.

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TOTAL TAX	2,069.18
PAYMENTS	960.71
OTHER CREDITS	0.00
BALANCE DUE	1,108.47

TaxBill prepared on 07/06/24

Return Bottom Portion with Payment

**ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
ASHTABULA CO TREASURER
25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047**

**REAL PROPERTY
2nd HALF 2023
DUE 07/17/2024**

PARCEL LOCATION: STATE ROUTE 85

PARCEL ID: 02-018-00-026-01



OWNER NAME: WHIRLWIND PROPERTIES INC

**MAKE CHECK PAYABLE TO:
ANGIE MAKI-CLIFF, ASHTABULA COUNTY TREASURER**

TaxBill prepared on 07/06/24
0099 PROSECUTOR ACTION

**WHIRLWIND PROPERTIES INC
413 E MAIN ST
ANDOVER OH 44003**

PAY THIS AMOUNT

BALANCE DUE: \$1,108.47



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**ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
ASHTABULA CO TREASURER
25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047**

**REAL PROPERTY
2nd HALF 2023
DUE 07/17/2024**

**PARCEL LOCATION: 413 STATE ROUTE 85
0099 PROSECUTOR ACTION**

**PARCEL ID: 02-018-00-025-00
TAX DISTRICT: ANDOVER TWP-A VIL-PYMATU V LSD
OWNER NAME: WHIRLWIND PROPERTIES INC**

**WHIRLWIND PROPERTIES INC
413 E MAIN ST
ANDOVER OH 44003**

**DESCRIPTION OF PROPERTY:
35ANNEXED FROM TWP**

Gross Tax Rate 65.61	Non Business Credit Factor .088325	Acres 2.07	APPRAISED VALUE		
Reduction Factor .126099741	Owner Occupancy Credit Factor .022081	Class C	Land	Improvement	Total
Effective Tax Rate 57.336596	LUC 454		64,400	707,400	771,800
TAX VALUES		CURRENT TAX DISTRIBUTION		TAXABLE VALUE	
Real Estate Taxes	17,723.32	Ashtabula County	2,963.16	Land	Total
Reduction Factor	-2,234.96	Pymatuning Valley Lsd	8,015.03	Improvement	
Subtotal	15,488.36	Ashtabula Co Sch Financing	391.95	22,540	270,130
Non Business Credit	0.00	A-Tech	734.88	247,590	
Owner Occupancy Credit	0.00	Andover Twp	316.59	HOMESTEAD CAUV Value TIF Value	
Homestead Reduction	0.00	Andover Corp	2,684.17		
CAUV Recoupment	0.00	Andover Public Library	251.93	0	0
		Ashtabula Co Metro Parks	130.65	SPECIAL ASSESSMENT	
Current Net Taxes	15,488.36	Special Assessment	9.50	Proj# and Description	Delinquent
Current Assessments	9.50	Total	15,497.86	19005-9-1-1 EMERGENCY T	2.25
		Certified Year: 2023		19006-COUNTYWIDE RECY	2.50
Full Year Taxes & Asmts	15,497.86			Total	4.75
Half Year Taxes & Asmts	7,748.93				9.50
Penalties	2,565.31			TO AVOID 10% PENALTY PAY ON OR BEFORE 07/17/24	
Interest	116.03			If you need a stamped receipt, return entire bill with a self - addressed stamped envelope. No receipt will be returned unless requested	
Adjustments	0.00			Your cancelled check is a valid receipt	
Delinquent General Taxes	9,807.81				
Delinquent Assessments	4.75				
TOTAL TAX	27,991.76				
PAYMENTS					
OTHER CREDITS	0.00				
BALANCE DUE	27,991.76				
Tax Bill prepared on 07/06/24		Return Bottom Portion with Payment			

**ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
ASHTABULA CO TREASURER
25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047**

**REAL PROPERTY
2nd HALF 2023
DUE 07/17/2024**

PARCEL LOCATION: 413 STATE ROUTE 85

PARCEL ID: 02-018-00-025-00



OWNER NAME: WHIRLWIND PROPERTIES INC

**MAKE CHECK PAYABLE TO:
ANGIE MAKI-CLIFF, ASHTABULA COUNTY TREASURER**

Tax Bill prepared on 07/06/24
0099 PROSECUTOR ACTION

**WHIRLWIND PROPERTIES INC
413 E MAIN ST
ANDOVER OH 44003**

PAY THIS AMOUNT

BALANCE DUE: \$27,991.76



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**ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
ASHTABULA CO TREASURER
25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047**

**REAL PROPERTY
2nd HALF 2023
DUE 07/17/2024**

PARCEL LOCATION: 409 MAIN (SR 85) ST E

PARCEL ID: 02-013-20-132-00

0099 PROSECUTOR ACTION

TAX DISTRICT: ANDOVER TWP-A VIL-PYMATU V LSD

OWNER NAME: WHIRLWIND PROPERTIES INC

WHIRLWIND PROPERTIES INC
413 E MAIN ST
ANDOVER OH 44003

DESCRIPTION OF PROPERTY:
25 S E

Gross Tax Rate 65.61 Non Business Credit Factor .088325 Acres .91
Reduction Factor .126099741 Owner Occupancy Credit Factor .022081 Class C.
Effective Tax Rate 57.336596 LUC 454

APPRAISED VALUE

Land	Improvement	Total
31,900	156,500	188,400

TAX VALUES

CURRENT TAX DISTRIBUTION

Real Estate Taxes	4,327.06	Ashtabula County	723.44
Reduction Factor	-545.68	Pymatuning Valley Lsd	1,956.81
Subtotal	3,781.38	Ashtabula Co Sch Financing	95.69
Non Business Credit	0.00	A-Tech	179.41
Owner Occupancy Credit	0.00	Andover Twp	77.30
Homestead Reduction	0.00	Andover Corp	655.32
CAUV Recoupment	0.00	Andover Public Library	61.51
		Ashtabula Co Metro Parks	31.90
Current Net Taxes	3,781.38	Special Assessment	9.50
Current Assessments	9.50	Total	3,790.88
Full Year Taxes & Asmts	3,790.88		
Half Year Taxes & Asmts	1,895.44		
Penalties	747.76	Certified Year: 2023	
Interest	1.60		
Adjustments	0.00		
Delinquent General Taxes	3,591.82		
Delinquent Assessments	9.50		

TAXABLE VALUE

Land	Improvement	Total
11,170	54,780	65,950

HOMESTEAD	CAUV Value	TIF Value
	0	0

SPECIAL ASSESSMENT

Proj# and Description	Delinquent	Current
19005-9-1-1 EMERGENCY T	4.50	4.50
19006-COUNTYWIDE RECY	5.00	5.00

Total 9.50 9.50

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07/17/24

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TOTAL TAX	8,141.56
PAYMENTS	4,000.00
OTHER CREDITS	0.00
BALANCE DUE	4,141.56

Tax Bill prepared on 07/06/24

Return Bottom Portion with Payment

**ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
ASHTABULA CO TREASURER
25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047**

**REAL PROPERTY
2nd HALF 2023
DUE 07/17/2024**

PARCEL LOCATION: 409 MAIN (SR 85) ST E

PARCEL ID: 02-013-20-132-00



OWNER NAME: WHIRLWIND PROPERTIES INC

MAKE CHECK PAYABLE TO:
ANGIE MAKI-CLIFF, ASHTABULA COUNTY TREASURER

Tax Bill prepared on 07/06/24
0099 PROSECUTOR ACTION

WHIRLWIND PROPERTIES INC
413 E MAIN ST
ANDOVER OH 44003

PAY THIS AMOUNT

BALANCE DUE: \$4,141.56



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LEASE AGREEMENT
And
SALES AGREEMENT

This Lease Agreement ("Lease") is made and entered into on July 22, 2020 ("Effective Date"), between Whirlwind Properties Inc., an Ohio Corporation, 2315 Keystone Trail Cortland, Ohio 44410 ("Landlord"), and TERI CALDWELL and LEE CAMPBELL (no relation to each other) of 409 East Main Street, Andover, OH 44003 (collectively the "Tenant").

Landlord and Tenant hereby agree as follows:

ARTICLE 1.
GRANT OF LEASE

11 Landlord hereby leases to Tenant the real property known for street numbering purposes as 43 East Main Street, Andover, OH 44003, which includes five (5) parcels, being permanent parcel numbers 020132012501, 020132013200, 020132013300, 020180002500, and 020180002601, and all appurtenances thereunto belonging, but subject to all legal highways, restrictions, easements and taxes of record ("Real Estate"). Said Real Estate includes one or more commercial buildings formerly used to conduct automobile sales and service.

12 Included as part of the Premises, Tenant shall have the exclusive right to use all paved and parking areas located at the Premises.

ARTICLE 2.
TERM OF LEASE

21 The term of this Lease shall commence on the earlier of (a) the date Tenant opens for business in the Premises and (b) August 1st 2020 ("Commencement Date"), and shall continue for 60 Lease Months (as defined below) thereafter, unless terminated or extended as provided herein ("Initial Term"). "Lease Month" means a calendar month beginning on the Commencement Date and at the beginning of each calendar month thereafter; however, if the Commencement Date is a date other than the first (1st) day of the month, then the first Lease Month will begin on the first day of the month following the Commencement Date.

ARTICLE 3.
PAYMENT OF RENT

3.1 Tenant shall pay Landlord the following amounts as base rent ("Base Rent") during the Initial Term:

Lease Months	Monthly Base Rent
1 - 6	\$3,926.74
7-60	\$3,725.79

3.2 This Lease refers to Base Rent and all other amounts payable by Tenant to Landlord collectively as "Rent."



3.3 Rent during the Term shall be due and payable in equal monthly installments in advance on the first (1st) day of each month, to Landlord at the address set forth in Section 18.1 below, or at such other place as Landlord may designate by written notice to Tenant. Rent for any partial Lease Month shall be prorated on a per diem basis.

3.4 Landlord warrants that all payments relating to any mortgage which is now a lien on the Premises are current to date.

ARTICLE 4. USE AND OCCUPANCY

4.1 Tenant intends to use the Premises for automobile sales and service and related uses. Tenant shall use the Premises only in compliance with all Applicable Laws (as defined below). Tenant shall not commit any waste or damage to the Premises.

4.2 Tenant shall obtain and maintain in effect all permits and licenses necessary for the operation of Tenant's business at the Premises. However, Tenant's obtaining of all such licenses and permits shall be neither a contingency to the Lease nor a precondition to Tenant paying Rent as required by the terms and conditions of this Lease. Tenant shall pay all licenses, fees and taxes arising out of its business or its use and occupancy of the Premises.

ARTICLES. CONDITION OF THE PREMISES: LANDLORD'S REPRESENTATIONS

5.1 Landlord hereby represents and warrants the following:

(a) that it is or shall be the true and lawful owner of the Premises, and is authorized to grant a leasehold interest therein and all payments relating to any mortgage which is now a lien upon the Premises are current and to date;

(b) to best of Landlord's knowledge, the Premises is code-compliant condition and all mechanical, electrical, plumbing, HVAC, and other building systems will be in proper working order, condition and repair; and

(c) to the best of Landlord's knowledge, the Premises contains no Hazardous Materials (as defined below) and there has been no Release (as defined below) of Hazardous Materials on the Premises or into the soil or groundwater under the Premises.

5.2 The following terms shall have the following meanings in this Lease:

(a) "Environmental Laws" means all applicable federal, state and local laws, regulations, ordinances and common law relating to public health and safety and protection of the environment.

(b) "Hazardous Materials" includes any toxic substances, hazardous wastes, hazardous substances, or any other pollutants or dangerous substances regulated pursuant to any and all Environmental Laws, and shall include, without limitation, asbestos, urea formaldehyde, polychlorinated biphenyls (PCBs), oil, petroleum products and fractions, underground storage tanks, whether empty, filled or partially filled with any substance (regulated or otherwise), any substance or material the presence of which on the Premises is prohibited by any Environmental Laws and any other substance or material which

requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal.

(c) "Release means spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping and all other actions defined as a release by 42 U.S.C. Section 9601 (22).

5.3 Tenant warrants and represents to Landlord that:

(a) No activity will be conducted on the Premises that will require the management of any Hazardous Materials, except for such activities that are part of the ordinary course of Tenant's business activities ("**Permitted Activities**") provided such Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord;

(b) The Premises will not be used in any manner for the storage of any Hazardous Materials except for any temporary storage of such materials that are used in the ordinary course of Tenant's business and except for amounts of cleaning supplies used for the routine cleaning and maintenance of the Premises ("**Permitted Materials**") provided such Permitted Materials are properly stored in a manner and location satisfying all Environmental Laws and approved in advance in writing by Landlord;

(c) Tenant will comply with all Environmental Laws;

(d) No portion of the Premises will be used as a landfill or a dump;

(e) Tenant will not install any underground tanks of any type;

(f) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a release of Hazardous Material or a violation of Environmental Law or a public or private nuisance;

(g) Tenant will not permit any Hazardous Materials to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed by Tenant, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws;

(h) At its own expense, Tenant shall promptly contain and remediate any Hazardous Materials arising from or related to Tenant's use, possession, operation, management and occupancy of the Premises and pay for any resultant damage to property, persons, and/or the environment;

(i) Tenant shall give prompt notice to Landlord, and all appropriate regulatory authorities, of any release of any Hazardous Material in the Premises arising from or related to Tenant's use, possession, operation, management and occupancy of the Premises, which release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, and such notice to include a description of measures taken or proposed to be taken by Tenant to contain and remediate the release and any resultant damage to property, persons, or the environment;

(j) At Landlord's reasonable request from time to time, but not more than once per year, Tenant shall execute affidavits, representations and the like concerning

Tenant's best knowledge and belief regarding the presence of Hazardous Materials in the Premises;

(k) Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord free from the presence and contamination of any Hazardous Material Released by Tenant; and

(l) If at any time, during the Lease Term or any extensions thereof, the Premises are found to be so contaminated, as a result of Tenant's actions on the Premises, as to violate any Environmental Laws as previously defined above, or subject to such conditions, Tenant shall defend, indemnify and hold Landlord, its mortgagee, partners, officers, directors, shareholders, agents and employees harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant. Such indemnification shall survive the expiration of this Lease.

5.4 Landlord may enter the Premises and conduct environmental inspections and tests therein as it may reasonably require from time to time, provided that Landlord shall use its best efforts to minimize the interference with Tenant's business. Such inspections and tests shall be conducted at Landlord's expense, unless they reveal the presence of Hazardous Materials (other than Permitted Materials) Released by Tenant or that Tenant has not complied with the requirements set forth in this Section, in which case Tenant shall reimburse Landlord for the cost thereof within ten (10) days after Landlord's request therefor. Notwithstanding anything contained herein to the contrary, any sums due to Landlord from Tenant arising out of the terms, provisions, covenants and indemnities of this Article shall be deemed to constitute Additional Rent under this Lease.

ARTICLE 6. **INSURANCE**

6.1 Tenant shall, during the entire Term, at Tenant's expense, for the mutual benefit of Landlord and Tenant, maintain:

(a) Property Insurance upon all buildings, building improvements, and personal property owned by Landlord with coverage for perils as set forth under the Causes of Loss-Special Form, with coverage extended for the perils of flood and earthquake, in an amount equal to the full insurable replacement cost, with such deductibles not to exceed Five Thousand Dollars (\$5,000.00). Tenant shall include Landlord and any mortgagee of Landlord as an additional loss payee and insured.

(b) Commercial General Liability Insurance, covering Landlord's and Tenant's operations on the Premises, with combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to injury or death to a person or persons, Two Million Dollars (\$2,000,000.00) aggregate, and Two Hundred Fifty Thousand Dollars (\$250,000.00) with respect to property damage.

6.2 At all times during the Term, Tenant shall, at its sole expense, procure and maintain the following types of insurance coverage:

(a) Commercial general liability insurance for (i) injury or death of any person and (ii) damage to or destruction of property occasioned by, arising out of, or in connection with the use, occupancy or condition of the Premises. Such policy or policies shall contain a blanket contractual liability endorsement and shall contain a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in aggregate in respect of injuries to or death of any person(s), property damaged or destroyed;

(b) Insurance on all furniture, fixtures, inventory and equipment, owned by Tenant, and all glass and plate glass forming a part of the Premises, in an amount representing one hundred percent (100%) of its value against loss or damage by fire and windstorm, with extended coverage and replacement cost endorsements;

(c) Workmen's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by the laws of the State of Ohio.

6.3 All policies of insurance required to be carried by either party shall be written in such form, and by such company or companies, as shall be reasonably acceptable to the other party. The original policies, certified copies thereof or certificates of insurance, together with evidence of the payment of all premiums, shall be delivered to Landlord and Tenant respectively. Not less than 30 days prior to the expiration of any policy, or prior to the due date of any premium of any then current policy, the insuring party shall deliver to the other party any necessary renewal policy, a certified copy thereof, or other evidence satisfactory to that party of the renewal of such insurance and of the payment of such premium. All such policies of insurance shall provide that the same cannot be canceled without at least 30 days prior written notice to all insured loss payees, that the naming of a party as an additional insured shall not obligate such party to pay premiums or to give notice of loss or to any other similar conditions, and that any loss shall be payable notwithstanding any act or negligence of the primary insured which might otherwise result in a forfeiture of the insurance. Notwithstanding the foregoing, the insurance required herein on the part of Tenant may be provided by Tenant through an umbrella policy as long as the coverage thereunder is at least equal to the coverage which would be provided under a separate policy covering only the Premises. Tenant shall furnish satisfactory evidence of the aforesaid insurance on or before the Commencement Date.

6.4 Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, or employees for any damage that may occur to the Premises, the Project, any personal property of such party therein, by reason of any cause, regardless of cause or origin, including negligence, to the extent of the amount of insurance proceeds that the releasing party would have received under its insurance policy or policies if the releasing party had maintained all insurance it is required to maintain under this Lease or actually does receive from such policy or policies, whichever is greater. The parties agree that no insurer shall hold any rights of subrogation against such other party. The parties agree that their respective insurance policies shall be endorsed or otherwise written to provide that no insurer shall hold any rights of subrogation against such other party. The waiver in this Section 6.4 applies even to injury, loss, or damage which is attributable to the sole or contributory negligence of the party hereby released (and with respect to landlord, its property manager(s) or anyone else for whom landlord may be responsible); however, this waiver shall not apply to a party's willful wrongdoing or gross negligence.

6.5 If Tenant's use and occupancy of the Premises, other than the permitted use described in Section 4.1 above, causes an increase in the premium for any fire or other insurance coverage carried by Landlord, Tenant shall pay as Additional Rent, upon presentment of an invoice therefor, the amount of such increase. Any schedule issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the insurance rate on the Premises. Subject to the permitted use described in Section 4.1 above, Tenant shall not permit any operation or activity to be conducted, or storage or use of any materials, which would cause suspension or cancellation of any fire or other insurance policy carried by Landlord.

ARTICLE 7. ALTERATIONS AND IMPROVEMENTS

7.1 Tenant shall not make or cause to be made any improvement or alteration without the written consent of the Landlord which consent shall not be unreasonably withheld.

7.2 Tenant shall have the right to install signage on the exterior of the Building and exterior sign posts, at Tenant's sole expense, and subject to Landlord's approval, which shall not be unreasonably withheld. All signs and installation thereof shall conform to all Applicable Laws.

ARTICLE 8. MAINTENANCE AND REPAIRS

8.1 Tenant, at its sole cost and expense, shall make all necessary repairs to the Premises and Building including the structural portions and exterior of the Building in which the Premises are located, including, but not limited to, the roof (including drains, downspouts, flashing and parapets,), exterior or other load-bearing walls, foundations, floor construction, sidewalks and items of similar character, and pipes, sewer lines and conduits leading to the Premises from utility installations, and shall keep the same in good order, first-class condition and repair. Tenant agrees to maintain and repair, as necessary, all fixtures, furnishings, lighting, glass and window moldings, partitions, doors, store signs, heating, HVAC equipment and systems, plumbing and electrical installations and floor and wall surfaces within the Premises. Tenant shall have a licensed vendor perform routine semiannual preventative maintenance on all the HVAC units servicing the Premises during the Term and provide a copy of each receipt to Landlord upon request. If necessary,

Tenant, at its sole cost and expense, shall replace the HVAC units servicing the Premises. If Tenant refuses or neglects to repair the Premises or Building or any portion thereof, or fails to maintain the HVAC, as required hereunder, to the reasonable satisfaction of Landlord within a reasonable period after written demand, Landlord may make such repairs, without liability to Tenant for any loss or damage that may accrue by reason thereof. Upon completion of repairs, Tenant shall reimburse Landlord for the cost of said repairs made by Landlord, plus fifteen percent (15%) of said costs for Landlord's overhead immediately upon receipt of Landlord's invoice therefor. Such bill shall include interest at the lease interest rate, which shall accrue from the date of completion of repairs by Landlord until Tenant therefor pays the costs.

8.2 In addition to maintenance set forth in Section 8.1, Tenant shall be responsible, at its sole cost and expense, for the replacement of the roof, foundation, exterior walls, pavement, and curbing and walkways.

ARTICLE 9. UTILITIES AND REAL ESTATE TAXES

9.1 Tenant shall pay or cause to be paid, at its sole cost and expense, all charges for all fuel, gas, oil, heat, water sewer and electricity which may be furnished to or used in the Premises during the Term.

9.2 Tenant shall be responsible for the payment or reimbursement to Landlord of all real estate taxes and assessments assessed on the Premises and becoming due and payable during the Term (collectively, "Truces"). Landlord will deliver all true bills to Tenant promptly upon receipt. Tenant will not be responsible for any penalties assessed as a result of Landlord's failure to promptly deliver the bill to Tenant.

ARTICLE 10. CONDEMNATION AND EMINENT DOMAIN

10.1 In the event of exercise of the power to eminent domain ("Taking") whereby (i) such portion of the Building is taken that access to the Premises is permanently impaired thereby and reasonable alternate access is not provided by Landlord within a time period which is reasonable under the circumstances, or (ii) all or substantially all of the Premises or the Building is taken, or (iii) if less than substantially all of the Building is taken but Landlord, acting in good faith, determines that it is economically unfeasible to continue to operate the uncondemned portion as a first-class office building, or (iv) if less than substantially all of the Premises is taken, but Tenant, acting in good faith, determines that because of such Taking it is economically unfeasible to continue to conduct its business in the uncondemned portion of the Premises then in the case of (i) or (ii), either party, and in the case of (iii), Landlord, and in the case of (iv), Tenant, shall have the right to terminate this Lease. The terminating party shall provide written notice of termination to the other party within forty-five (45) days after it first receives notice of the Taking. The termination shall be effective as of (a) the date the condemning authority gives notice to Landlord of such Taking; or (b) the date that Tenant gives notice to Landlord that it desires to terminate this Lease, but in no event later than the date the condemning authority takes the Premises. Upon termination of the Lease due to a Taking, all Rent shall be adjusted to the date of termination. The foregoing right of termination shall be applicable to the Taking of any estate or interest whatsoever which, as a matter of law, would deprive Landlord or Tenant of any right to possession for any period in excess of one year from the date of Taking, whether or not the Taking be in fee, for a term of years or any other estate or interest; and a Taking shall include the transfer of title or of any interest in the Building by deed or other instrument in settlement of or in lieu of transfer by

operation of law incident to condemnation proceedings.

10.2 If this Lease is not terminated as above provided, then Landlord will with reasonable promptness, at its own cost and expense, make all necessary repairs or alterations to the Premises to restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking, and Tenant's Rent obligations will be adjusted to reflect the new square footage of the Premises effective as of the date of such taking. Rent shall be abated during any such period of repair to the extent the Premises are not, in the reasonable discretion of Tenant, accessible or capable of being used during such repair.

10.3 All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds are expressly waived by Tenant, however, Tenant may file a separate claim improvements cost expended by Tenant in the improvement of the Premises to which Tenant may be entitled and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award.

ARTICLE 11. FIRE OR OTHER DESTRUCTION

11.1 If the Premises are damaged by fire or other casualty to the extent of less than fifty percent (50%) of the then value of the Premises, Landlord shall repair such damage within one hundred twenty (120) days after the date of damage or destruction. If the Premises are damaged by fire or other casualty to the extent of more than fifty percent (50%) of the then square footage of the Premises, Landlord shall have the option to terminate this Lease by giving written notice to Tenant within sixty (60) days after such occurrence. If Landlord does not exercise this option, then Landlord shall repair such damages within one hundred eighty (180) days after the date of damage or destruction. In the event that the Premises are not restored within 180 days after the occurrence of the casualty, subject to delays caused by Force Majeure, Tenant shall have the right to terminate this Lease.

11.2 Landlord's obligation to repair or rebuild pursuant to this section 11 shall mean restoring all portions of the Premises to the pre-damage condition, except for Tenant furnishings, trade fixtures, equipment and contents therein and all improvements installed or constructed by Tenant, which shall be Tenant's responsibility.

11.3 Regardless of the provisions hereof, if any damage to the Premises by fire or other casualty is due to any gross negligent act or failure to act on the part of Tenant, tenant's agents, employees, contractors or invitees, Landlord shall have the option to terminate this Lease by giving written notice to Tenant within thirty (30) days of such occurrence.

11.4 The obligation of Tenant to pay Rent hereunder shall be proportionately abated from the date of the casualty by an amount equal to the square footage of the Premises determined by Tenant to be untenable divided by the total square footage of the Premises (unless in Tenant's reasonable determination it is commercially impractical to operate at all in the Premises, even though only a portion of the Premises shall have been damaged, in which case Rent will fully abate).

11.5 Tenant shall promptly notify Landlord in writing of any damage to or destruction of any portion of the Premises resulting from fire or other casualty.

ARTICLE 12. INDEMNIFICATION

12.1 Except with respect to insured claims governed by Article 6 of this Lease, Tenant shall indemnify, defend and hold harmless Landlord against and from any and all claims arising from the conduct or management of, or from any work or thing whatsoever done by or on behalf of Tenant on or in the Premises, and will further indemnify, defend and hold harmless Landlord against and from any and all claims arising, during the Term, from any breach or default on the part of Tenant and the performance of any covenant or agreement to be performed by Tenant pursuant to the terms of this Lease, or arising from any act or omission of Tenant, or any of its agents, contractors, servants, employees, visitors or licensees, or any subtenant, or any agent, contractor, servant, employee, visitor or licensee of any subtenant, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation by Tenant or any of its agents, contractors, servants, employees, visitors or licensees, or any subtenant, or any agent, contractor, servant, employee, visitor or licensees of any subtenant occurring during the Term in the Premises, and from and against all costs, reasonable attorneys' fees, expenses and liabilities occurred in or about any such claim or action or proceeding brought thereon. In the event any action or proceeding be brought against Landlord by reason of any such claims, Tenant, upon demand of Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord. Landlord shall have the right, if it sees fit, to participate in such defense at its own expense. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify and hold harmless Landlord against and from claims arising from Landlord's own conduct or that of its agents, contractors, servants, employees, visitors, licensees or other adjoining tenants or subtenants (if any) and their respective agents, contractors, servants, employees, visitors or licensees.

12.2 Except with respect to insured claims governed by Article 6 of this Lease, Landlord shall indemnify, defend and hold harmless Tenant against and from any and all claims arising from any work or other act done in, on or about the Premises by or at the request of Landlord, or any breach of any of Landlord's representations in Article 5 of this Lease and will further indemnify, defend and hold harmless Tenant against and from any and all claims

arising, during the Term, from any condition of the Premises, including any improvement thereto, or any of the vaults, passageways or spaces therein or appurtenant thereto, or arising from any breach or default on the part of Landlord and the performance of any covenant or agreement to be performed by Landlord pursuant to the terms of this Lease, or arising from any act or omission of Landlord, or any of its agents, contractors, servants, employees, or arising from any accident, injury or damage excluding consequential or punitive damages whatsoever caused to any person, firm or corporation occurring during the Term in, on or about the Premises or in on, or about any improvements thereto, and from and against all costs, reasonable attorneys' fees, expenses and liabilities occurred in or about any such claim or action or proceeding brought thereon. In the event any action or proceeding be brought against Tenant by reason of any such claims, Landlord, upon demand of Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant. Tenant shall have the right, if it sees fit, to participate in such defense at its own expense. Notwithstanding the foregoing, Landlord shall have no obligation to indemnify and hold harmless Tenant against and from claims arising from Tenant's own conduct or that of its agents, contractors, servants, employees, visitors or licensees.

ARTICLE 13.

TENANT'S DEFAULT LANDLORD'S REMEDIES

13.1 The following events shall constitute a default of this Lease:

(a) The failure by Tenant to make any payment of Rent, or any other payment required to be made by Tenant hereunder as and when due; where such failure continues for five (5) days after receipt of written notice from Landlord.

(b) The failure by Tenant to make the timely payments set forth at Section 25.3(a) and 25.3(b) when due.

(c) Tenant has failed to keep and perform any of the other covenants and agreements on its part to be kept and performed, and such failure has not been cured within thirty (30) days after written notice thereof by Landlord; provided, however, that if such default is not curable within thirty (30) days, such cure period will be extended to whatever reasonable period is required to permit Tenant to cure the default, provided Tenant is proceeding with due diligence to cure the default.

(d) Tenant abandons the Premises during the Term for a period of ten (10) consecutive days hereof, without

providing for minimal upkeep and payment of expenses as herein required.

(e) Tenant or any assignee of this Lease makes any assignment for the benefit of its creditors.

(f) Tenant is adjudicated bankrupt;

(g) Tenant files an application in federal court for a reorganization seeking a compromise or settlement of its indebtedness.

(h) A receiver or trustee is appointed for the property of Tenant or any assignee of this Lease.

13.2 Upon the occurrence of any one (1) or more of such events constituting a default of this Lease, Landlord, prior to Tenant curing the default, at its option, may do any one or more or all of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail so to do, Landlord may, without notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and its effects, by force and as permitted by law if necessary;

(b) Declare the entire amount of the Fixed Minimum Rent and other sums, including Additional Rent, Rent which would have become due and payable during the remainder of the Term, to be due and payable immediately, in which case Tenant shall pay to Landlord an amount equal to the present value of the excess, if any, of: (A) the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (B) the amount, if any, of such Rent and other sums which Landlord could reasonably expect to recover by reletting the Premises for the remainder of the Term. In such event, Tenant agrees to pay the same at once, together with all Rent theretofore due to Landlord.

(c) Enter upon and take possession of the Premises as the agent of Tenant, by force if necessary. To the maximum extent permitted by Applicable Law, Landlord may withhold the key to the Premises until all delinquent Rent and other charges have been paid in full by Tenant to

Landlord. Landlord shall use its best efforts to re-let the Premises on commercially reasonable terms and receive the Rent therefrom.

(d) Landlord may, as agent of Tenant, do whatever Tenant is obligated to do by the provisions of this Lease and may enter the Premises, by force if necessary. In order to accomplish this purpose, Tenant agrees to reimburse Landlord immediately upon demand for any expenses, which Landlord may incur in thus effecting compliance with this Lease on behalf of Tenant.

13.3 Tenant shall pay and indemnify Landlord against all reasonable legal costs and charges, including counsel fees lawfully and reasonably incurred in obtaining possession of the Premises after a default of Tenant or after Tenant's default in surrendering possession upon the expiration or earlier termination of the Term or enforcing any covenant of Tenant in this Lease.

ARTICLE 14.

LANDLORD'S DEFAULT; TENANT'S REMEDIES

14.1 In the event of a breach by Landlord of any of the terms, covenants and provisions hereof, then after written notice from Tenant to Landlord of the breach of such duty or law, and a thirty (30) day opportunity for the Landlord to cure such default, (or in the case of a default which cannot be reasonably cured within such period Landlord must proceed diligently until such default is cured). In the event Landlord is deemed to be in default, Tenant may (a) pay or perform Landlord's obligation on Landlord's behalf and offset the actual and reasonable cost thereof against Tenant's future Rent obligations; (b) withhold Rent until the default is cured; or (c) terminate this Lease by notice to Landlord and file an action for damages.

ARTICLE 15.

ACCESS TO PREMISES

Access to Premises. Landlord shall be permitted to enter the Premises during usual business hours after reasonable prior notice to Tenant (except in an emergency, no prior notice need be given), for the purpose of inspecting the same.

ARTICLE 16.

QUIET ENJOYMENT

Upon paying the rents and other charges and observing and

performing the covenants, agreements and conditions of this Lease on its part to be kept, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the Term without interruption by Landlord or any person or persons claiming under Landlord.

ARTICLE 17.
WAIVER AMENDMENT

17.1 The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future performance or exercise of such covenant or option. A receipt by Landlord of Rent or other sums, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

17.2 This Lease embodies the entire agreement between Landlord and Tenant, and can be amended, modified or changed only by an instrument in writing executed by the then holders of the respective interests of Landlord and Tenant.

ARTICLE 18.
NOTICE

18.1 All notices, demands and requests which may be or are required to be given by either party to the other, shall be in writing and shall be sent by (i) United States mail, registered or certified, return receipt requested, postage prepaid, or (ii) recognized overnight delivery service with receipted delivery, or (iii) by any other electronic means, with a confirmed delivery receipt, addressed as follows:

Landlord: Whirlwind Properties Inc
2315 Keystone Trail
Cortland, Ohio 44410

Tenant:

18.2 Notices, demands, and requests which shall be served in the manner aforesaid shall be deemed sufficiently served or given when deposited in the United States mail as aforesaid at a point within the continental limits of the United States. However, the time period in which response to any such notice, demand or request must be given or within which action must or may be taken pursuant thereto shall commence to run from the date of receipt on the return

receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver at the address so designated because of changed address of which no notice was given or because of failure to provide procedures for the delivery of mail at such address shall be deemed to be receipt of the notice, demand or request sent.

ARTICLE 19.

SURRENDER OF PREMISES

19.1 All removable trade fixtures and equipment installed by Tenant in the Premises shall be new or of first-class quality and shall be and remain the property of Tenant. Tenant may, at the termination of this Lease, remove any and all of Tenant's removable trade fixtures, equipment and other items of personal property not constituting a part of the freehold, building systems, or permanent fixtures, including property which can be moved without damage to the building in which the Premises are situated. Tenant must exercise this right before this Lease is terminated and shall repair, at Tenant's sole cost and expense, any damage to the Premises caused thereby. Tenant shall vacate the Premises in a broom-clean condition, ordinary wear and tear and damage by fire and other casualty excepted. If Tenant shall fail to remove its removable trade fixtures or other personal property at the termination of this Lease or within five (5) days thereafter, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and shall become the property of Landlord.

ARTICLE 20.

MECHANIC'S LIENS

20.1 Tenant shall not suffer or permit any liens to be filed against the Premises, against Tenant's leasehold interest, or against any part thereof, by reason of work, labor, services or materials supplied or claimed to be supplied to Tenant or to any one holding the Premises or any part of or interest in the Premises. If any such lien shall at any time be filed, Tenant shall cause the same to be discharged of record within twenty (20) days after receiving notice of the same, and if Tenant shall fail to discharge any such lien or to give notice to Landlord of Tenant's intent to contest pursuant to paragraph (2) of this Article within that period then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiry into the validity of the claim. Tenant shall reimburse Landlord upon demand for any amount so paid by Landlord.

20.2 Tenant, however, shall have the right to contest any such lien or liens provided that, within ten (10) days after any such lien is filed or recorded, Tenant shall give notice to Landlord of Tenant's intention to contest the lien, specifying the amount of the lien or liens to be contested.

ARTICLE 21. ESTOPPEL CERTIFICATES

21.1 Tenant and Landlord shall each, at any time and from time to time, upon not less than ten (10) days prior written request by the other, execute, acknowledge and deliver to the other party a statement certifying:

(a) That this Lease is unmodified and in full force and effect, or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modification if any; The nature and extent or absence of any defaults by Landlord or Tenant, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser, mortgagee or beneficiary under deed of trust of Tenant's interest hereunder or of Landlord's fee interest and by any prospective assignee of any such mortgagee or beneficiary.

The statements so delivered by Tenant to any prospective mortgagee or beneficiary under deed of trust of Landlord's fee interest or prospective assignee of any such mortgagee or beneficiary shall include Tenant's written undertaking, for the benefit of such prospective beneficiary, mortgagee or assignee, not to pay any Rent or other sum payable hereunder to Landlord more than thirty (30) days prior to accrual.

ARTICLE 22. ASSIGNMENT AND SUBLETTING

22.1 Other than as provided below, Tenant may not assign its interest under this Lease nor sublet the entire Premises or a part thereof to any party, without the prior written consent of Landlord, which consent shall be in the absolute discretion of the Landlord.

22.2 Notwithstanding the foregoing, in no event shall any assignment or sublease of the Premises release or relieve Tenant from any obligations of this Lease, including payment of Rent.

ARTICLE 23.
SUBORDINATION AND ATTORNMENT

23.1 This Lease and all of Tenant's rights hereunder are and shall be subject, inferior and subordinate to any mortgages, deeds of trust, third party rights and interests, liens, restrictions, easements, leases or other security instruments (collectively, "Mortgage") which Landlord may have heretofore placed or may hereafter place upon the Project. Tenant shall, upon request of either Landlord or the holder of any such Mortgage, and within twenty (20) days of written receipt of request, execute any reasonable documents to evidence such subordination and attornment requested by the lender. Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's interest hereunder to any Mortgage. Tenant agrees to attorn to Landlord's mortgagee or any purchaser at a foreclosure sale or sale in lieu of foreclosure, and execute any necessary agreements evidencing same, provided Landlord's mortgagee agrees that it shall not disturb Tenant's occupancy of the Premises.

ARTICLE 24.

BROKER

24. Landlord represents to Tenant that it has not dealt with any real estate broker or other person acting in a similar capacity who might be entitled to a commission or finder's fee in this transaction. Tenant represents to Landlord that it has not dealt with any real estate broker or other person acting in a similar capacity who might be entitled to a commission or finder's fee in this transaction. Each party hereby indemnifies the other and agrees to hold harmless from any commission, finder's fee or similar claims, and any liability, damages, judgments, and costs related thereto, including reasonable attorneys' fees and costs, arising through actions of the indemnifying party in contravention of the representations contained herein.

ARTICLE 25.

AGREEMENT TO SELL AND PURCHASE REAL ESTATE

25.1 Agreement to Sale and Purchase. For the payment of the consideration set forth below, Landlord agrees to sell, and Tenant agrees to buy, real estate known for street numbering purposes as 43 East Main Street, Andover, OH 44003, which includes five (5) parcels, being permanent parcel numbers 020132012501, 020132013200, 020132013300, 020180002500, and 020180002601, and all appurtenances thereunto belonging, but subject to all legal highways, restrictions, easements and taxes of record ("Real Estate"). Said Real Estate includes one or

more commercial buildings formerly used to conduct automobile sales and service.

25.2 Closing. During the term of this Lease Agreement and conditioned upon the Tenant being in full compliance with the terms of this Lease Agreement, the Tenant shall have the right and the obligation to purchase the Real Estate as set forth herein. At any time during the term of this Lease Agreement, but no later than the sixtieth (60th) month of this Lease Agreement, Tenant shall purchase the Real Estate.

25.3 Consideration. The total purchase price for the Real Estate is and shall be Six Hundred Twenty Five Thousand Dollars (\$625,000.00). The purchase price shall be paid as follows:

- (a) Tenant shall pay to Landlord a nonrefundable payment of Thirty-Thousand Dollars (\$30,000.00) upon the execution of this Agreement;
- (b) Tenant shall pay to Landlord a second nonrefundable payment of Thirty-Thousand Dollars (\$30,000.00) paid within six (6) months of closing;
- (c) Subject to the payments set forth at Section 25.3(a) and 25.3(b), the balance of Five Hundred Sixty-Five Thousand Dollars (\$565,000.00) shall be paid at Closing. In addition and conditioned upon the Tenants full and timely payment of all amounts due under this Agreement, the balance due of Five Hundred Sixty-Five Thousand Dollars (\$565,000.00) shall be reduced by an amount equal to the principal debt reduction as set forth in the amortization schedule attached hereto as Exhibit B.

25.4. Fixtures and Equipment.

- a. The Real Estate shall include, in its present condition, without limitations, such of the following as are now on the premises: all shrubbery, trees and landscaping; all buildings; all attached electric, plumbing, air conditioning, heating, bathroom and lighting fixtures with their attachments; doors, windows, screens, storm doors and windows; garage doors; fixtures and mirrors attached to walls or doors; TV antenna and/or cable(s) for cable TV; automatic garage door openers; all tacked down carpeting (including so-called tackless installation); ceiling fans; all window blinds and sliding glass door blinds; and all attached shelving. Landlord warrants that all such items are free from liens and encumbrances and are in good working order.
- b. Landlord formerly conducted the business of an automobile dealership upon the Real Estate. At Closing, Landlord shall convey to Tenant the automobile lifts and air compressor. Landlord shall also convey to Tenant any other equipment presently on the real estate which is not retrieved or claimed by any lessor or General Motors, LLC, its successors or assigns by the time of Closing.

- c. Excluded from this sale are all Landlord's accounts receivable, cash assets, investments, debts, and liabilities whatsoever.

25.5 SALE "AS IS"; RIGHT OF INSPECTION SELLER sells the Real Estate in its "As Is" condition.

25.6 Conveyance and Marketable Title At Closing, Landlord shall convey the Real Estate by a general warranty deed and furnish marketable title at Landlord's expense showing the property to be free from all dower rights and free and clear from all encumbrances whatsoever except restrictions of record, zoning ordinances, easements, and current taxes and assessments not yet due and payable. Marketable title shall be evidenced by policy of title insurance issued by Nader and Nader Title Agency, LLC. Title shall be taken by Tenants as tenants in common.

If title to all or part of the Real Estate is defective or unmarketable, or any part of the real estate is subject to liens, encumbrances, easements, conditions or restrictions other than those excepted in this Agreement, or in the event of any encroachment, Landlord at its own expense shall have a reasonable time, not to exceed thirty (30) days after written notice, to remove said defect or obtain title insurance against same.

25.7 Prorations. There shall be no pro-ration of real estate taxes between Land and Tenant.

25.8 Closing. Costs of Closing shall be allocated as follows: Landlord shall be responsible to pay for deed preparation, title examination and evidence of title, title guaranty premium, real estate transfer tax, and one-half (1/2) of any escrow/closing. Tenant shall pay one-half (1/2) of the escrow/closing fee, any costs to secure the mortgage including the costs of any loan title insurance coverage, and the recording fees for the deed and mortgage.

25.9 Breach. If Landlord fails or refuses to perform Landlord's part of this Agreement, without limiting any other remedy available to them at law or in equity, Tenant shall be entitled to a return of the initial payments of \$60,000.00 made pursuant to the Lease Agreement. All other payments made by Tenant to Landlord shall be considered earned as rental payments and are nonrefundable. If Tenant refuses or fails to perform the requirements contained in this Agreement, Landlord may, in addition to any remedies available to it at law or in equity, declare this Agreement null, void, and of no effect as to Tenant and, at Landlord's option, all moneys paid on account of this Agreement shall be forfeited to Landlord as fixed, stipulated and liquidated damages without proof of loss.

ARTICLE 26
MISCELLANEOUS

26.1 **Successors and Assigns.** Subject to the express terms of this Agreement, the covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors and assigns.

26.2 **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

26.3 **Applicable Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

26.4 **Memorandum of Agreement.** Landlord and Tenant agree to execute, acknowledge and deliver a Memorandum of Lease for the purpose of recording the same. It is further agreed by Landlord and Tenant that only such Memorandum of Lease shall be recorded, and not this entire Agreement.

26.5 **Limited Liability.** In the event of sale of the Premises or an assignment of this Lease by Landlord, Landlord shall be and hereby is entirely released and relieved of the obligations of Landlord hereunder accruing after such sale, and it shall be deemed, without further agreement between the parties and such purchaser(s), assignee(s) or lessee(s), that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord from and after the date of such sale or assignment. So long as Landlord is owner of the Premises, Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgment from Landlord by reason of a default in the performance of Landlord's obligations under this Lease and that, in no event, shall Landlord or any mortgagee, partner, officer, director, shareholder, agent or employee of Landlord be personally liable for any such judgment. Tenant specifically waives any claim it may have against any mortgagee, partner, officer, director, shareholder, agent or employee of Landlord.

26.6 **Force Majeure.** The time for performance by Landlord or Tenant of any term, provision or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, unavailability of building materials, civil riots, floods, material or labor restrictions by governmental authority and any other cause not within the control of Landlord or Tenant. Force Majeure shall not excuse the timely payment of any amounts due under this Agreement.

26.7 Attorneys' Fees. In any dispute regarding this Lease or in any action or proceeding which either party brings against the other to enforce its rights hereunder, if Tenant is the non-prevailing party, Tenant shall pay all costs incurred by Landlord as prevailing party, including reasonable attorneys' fees and costs, and if Landlord is the non-prevailing party, Landlord shall pay all costs incurred by Tenant as prevailing party, including reasonable attorneys' fees and costs. The prevailing party is that party receiving substantially the relief that it sought pursuant to a final, non-appealable court judgment.

ARTICLE 27.

OFAC AND PATRIOT ACT COMPLIANCE

27.1 Representations and Warranties. The parties each represent and warrant that (i) such Landlord and Tenant, and if applicable, each person owning a ten percent (10%) or greater interest in Landlord and Tenant (A) is not currently identified on the list of persons with whom Landlord may not engage in a transaction, and (B) is not a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States and (ii) each has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The section shall not apply to any person to the extent that such person's interest is through either (A) a person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person or (B) an "employee pension benefit plan" or "pension plan" as defined in Section 3(2) of ERISA.

27.2 Compliance with Laws. The parties shall comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect and shall immediately notify Landlord in writing if any of the foregoing representations, warranties or covenants are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached.

[Signature page follows.]

