City of Dublin

Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Dublin City Council

From: Marsha I. Grigsby, City Manager

Date: August 21, 2014

Initiated By: Colleen Gilger, Director of Economic Development
Michael Clarey, Economic Development Administrator

Re: Ordinance 90-14 - Economic Development and Real Estate Purchase Agreement with Dublin Building Systems Inc. and Command Alkon Inc.

Background

Staff has been in discussions with Command Alkon Inc. (Command) regarding a retention and expansion project. Command is located at 5168 Blazer Parkway, and has been located in Dublin since 1992, where they currently share the facility with Battelle. The company currently has 70 jobs and plans to create an additional 15 jobs by 2019. Command Alkon is a developer of software and hardware products used in the concrete, asphalt, and cement industries. The company is headquartered in Birmingham, Alabama.

The company's expansion plans require a significant increase in facility size and an interior layout that was not feasible in their current location. Through an extensive real estate search, the company concluded that no existing Dublin real estate options met their needs. Staff has worked with Command over the last year on a potential new-build project for Command's future location.

Staff views Command as the very type of company the West Innovation District was created to accommodate. More specifically, the City-owned job ready site property at Houchard Road meets the needs of the company and the desired effect of retaining, expanding or attracting companies that perform research and development and light/high tech manufacturing/assembly functions. Command's development of software and hardware components meets both of these desired functions and continues to build upon Battelle, Partnership Technology Practice's recommendation to develop an information technology cluster. Therefore, the Houchard Road site, accompanied with certain incentives, is most suitable for the company and the City of Dublin.

Project Summary

Economic Development Staff proposes for Council consideration the following incentive to induce Command Alkon to stay and grow in Dublin, commit to a long-term lease and relocate to a newly-constructed headquarters facility on the City-owned Houchard Road property.

A Real Estate Purchase and Economic Development agreement includes the transfer of approximately 10.035 acres of land located near the intersection S.R. 161 and Houchard Road to Dublin Building Systems Inc. (DBS), for the purposes of constructing a 30,000-square-foot facility for Command Alkon's use. The total value of the land is approximately $903,150. The facility is to be owned by Dublin Building Systems Inc., and leased for 10 years by Command Alkon.

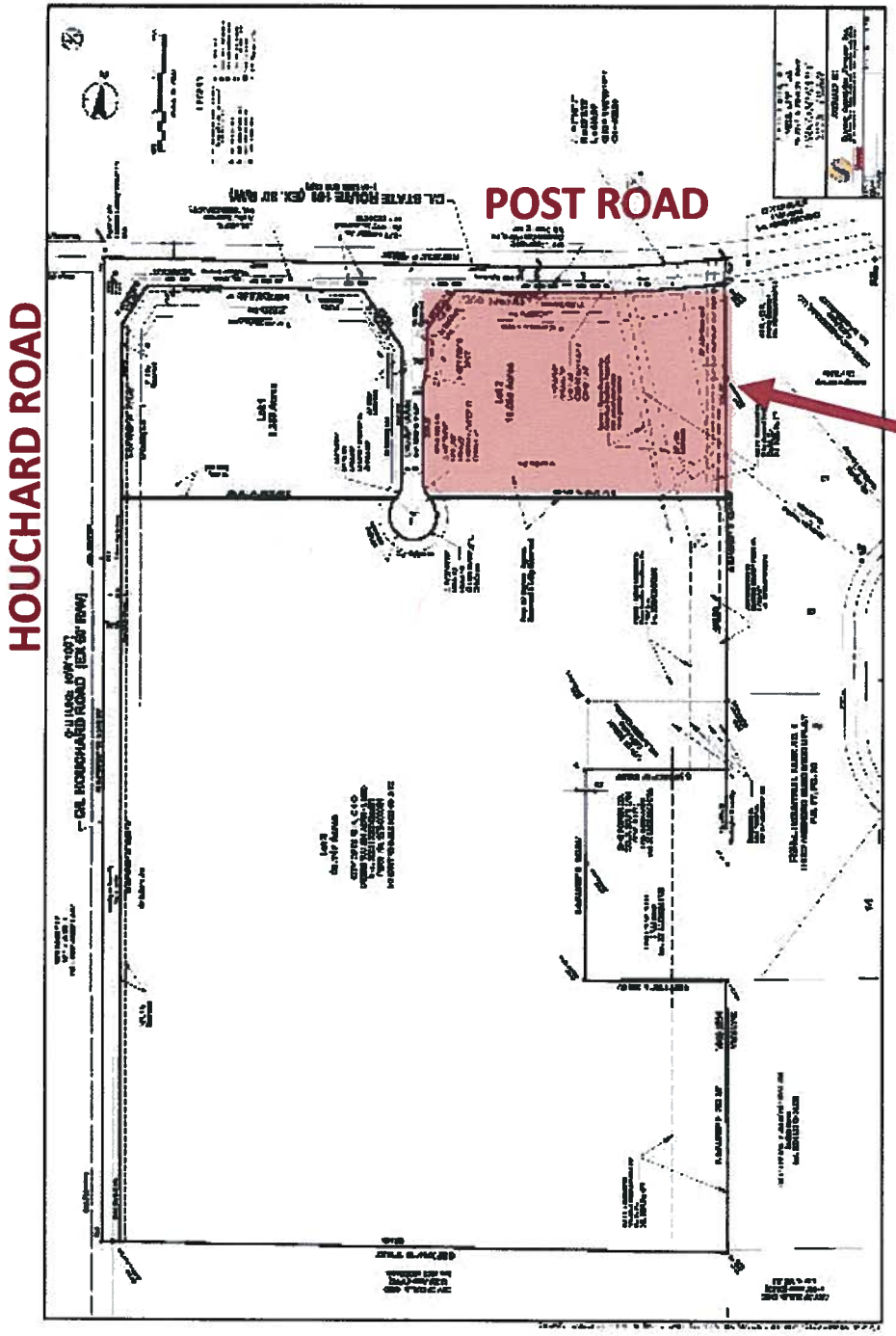
The real estate purchase agreement mandates a below market lease rate to ensure that the land transfer functions as an incentive for Command's job retention and creation. In addition to a 10-year lease at below market rates, the agreement is also tied to Command Alkon having a total annual payroll of approximately $5,982,762 by 2019, growing by an annual increase of 2% through 2024. If the company fails to meet the target withholdings, it will be responsible to compensate the City for an amount commensurate to the withholdings not created.

If DBS sells the Property during years one though five (1-5) of the initial lease term, DBS will pay to the City at the closing on the Property One Hundred Percent (100%) of today's appraised value of Ninety Thousand Dollars ($90,000) an acre. If DBS sells the Property during years six through ten (6-10) of the of the initial lease, term DBS will pay to the City at the closing on the Property Fifty Percent (50%) of today's appraised value of Forty Five Thousand Dollars ($45,000) an acre.

Recommendation

Staff recommends Council passage of Ordinance 90-14 at the second reading/public hearing on September 8, 2014. Please contact Michael Clarey with any questions.

Command Alkon Houchard Site

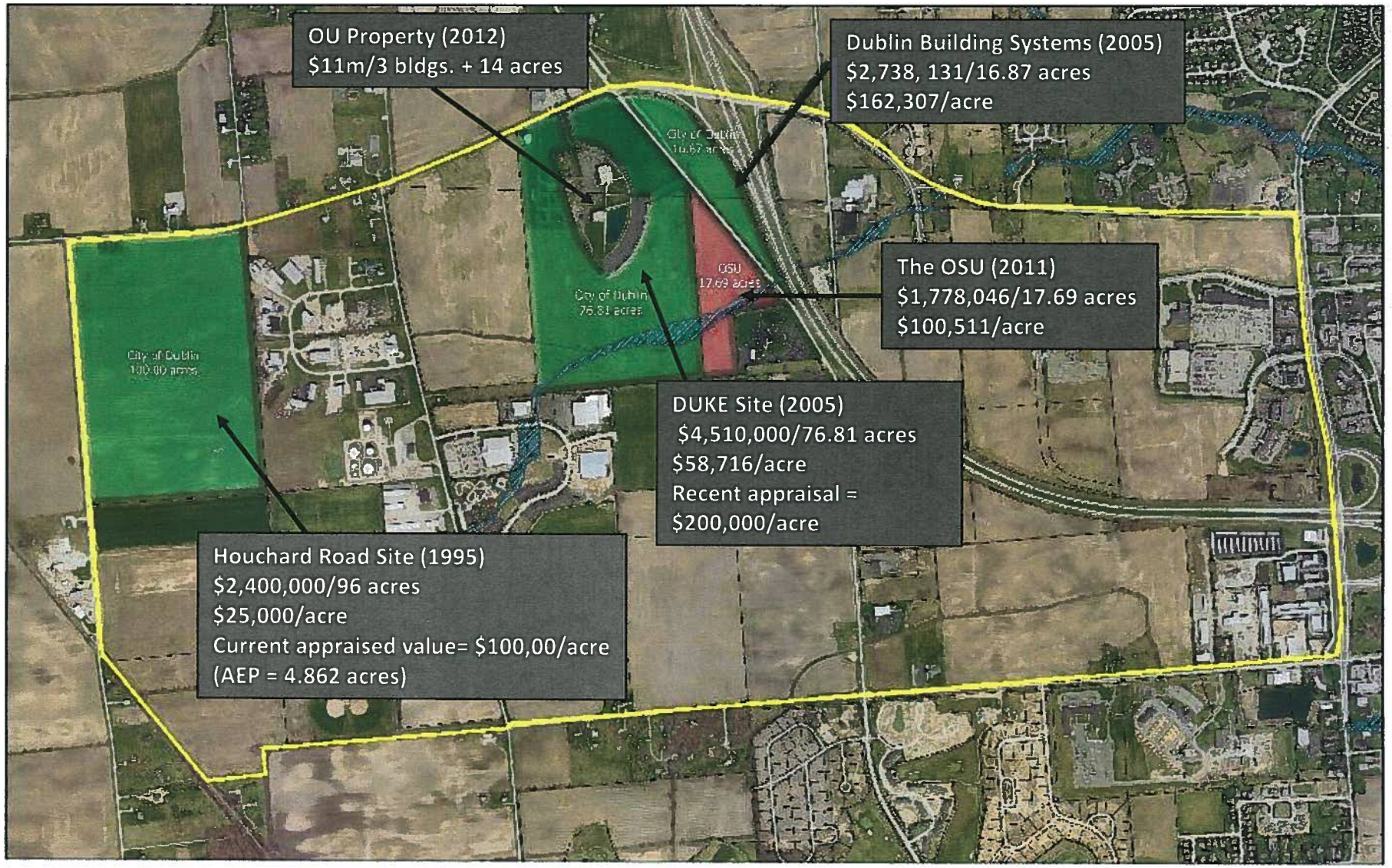


Command Alkon Site

- 10.035 acres
- $900,315 full site

- 5.00 Buildable acres
- $450,000 buildable site

City-owned Land



Dayton Legal Blank, Inc. Form No. 30043

Ordinance No. 90-14 Passed _____, 20____

AN ORDINANCE AUTHORIZING THE PROVISION OF CERTAIN INCENTIVES TO COMMAND ALKON INCORPORATED TO INDUCE IT TO RETAIN AN OFFICE AND ASSOCIATED OPERATIONS AND WORKFORCE WITHIN THE CITY; AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AND REAL ESTATE PURCHASE AGREEMENT.

WHEREAS, consistent with its Economic Development Strategy (the "*Strategy*") approved by Dublin City Council Resolution No. 07-94 adopted on June 20, 1994, and the updated Strategy approved by Dublin City Council Resolution No. 30-04 adopted on July 6, 2004, the City desires to encourage commercial office development and create and preserve jobs and employment opportunities within the City; and

WHEREAS, Command Alkon Incorporated (the "*Company*") recently performed a comprehensive examination of its workforce needs, and based on the results of this examination, and induced by and in reliance on the economic development incentives provided in the proposed Economic Development and Real Estate Purchase Agreement (as described below), the Company is desirous of leasing a facility within the City to retain an office and associated operations and workforce within the City in order to achieve the payroll withholding targets set forth in the Economic Development and Real Estate Purchase Agreement; and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interests of the City to provide for certain economic development incentives to the Company, as described in the proposed Economic Development and Real Estate Purchase Agreement; and

WHEREAS, this Council has determined to offer the economic development incentives, the terms of which are set forth in a substantially final form of Economic Development and Real Estate Purchase Agreement presently on file in the office of the Clerk of Council, to induce the Company to lease a facility and retain an office and associated operations and workforce, all within the City, which will result in the creation of new jobs and employment opportunities and the preservation of existing jobs and employment opportunities, thereby improving the economic welfare of the people of the State of Ohio and the City, all as authorized in Article VIII, Section 13 of the Ohio Constitution.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring, that:

Section 1. The Economic Development and Real Estate Purchase Agreement by and between the City and the Company, in the form presently on file with the Clerk of Council, providing for, among other things, the provision of certain economic development incentives in consideration for the Company's agreement to lease a facility within the City for the retention of an office and associated operations and workforce within the City, which will result in the creation of new jobs and employment opportunities and the preservation of existing jobs and employment opportunities, is hereby approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to this City and which shall be approved by the City Manager. The City

Manager, for and in the name of this City, is hereby authorized to execute that Economic Development and Real Estate Purchase Agreement, provided further that the approval of changes thereto by that official, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This Council further authorizes the City Manager, for and in the name of the City, to execute any amendments to the Economic Development and Real Estate Purchase Agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to this City.

Section 2. This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

Section 4. This Ordinance shall be in full force and effect on the earliest date permitted by law.

Signed:

_____
Mayor - Presiding Officer

Attest:

_____
Clerk of Council

Passed: _____, 2014

Effective: _____, 2014

ECONOMIC DEVELOPMENT AND

REAL ESTATE PURCHASE AGREEMENT

THIS ECONOMIC DEVELOPMENT AND REAL ESTATE PURCHASE AGREEMENT (this "*Agreement*") is made and entered into on this _____ day of _____, 2014 (the "*Effective Date*"), by and between **DUBLIN BUILDING SYSTEMS, INC. ("DBS")** whose mailing address is 6233 Avery Road, Dublin, Ohio 43016; **Command Alkon Incorporated ("Command")** whose mailing address is 1800 International Park Dr., Suite 400, Birmingham Alabama 35243, and the **CITY OF DUBLIN (the "City"),** an Ohio municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter, whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017. DBS, Command and the City may hereinafter be referred to individually as a "*Party*", or collectively as the "*Parties*."

Background Information

WHEREAS, consistent with its Economic Development Strategy approved by Dublin City Council Resolution No. 07-94 adopted on June 20, 1994, and the updated Strategy approved by Dublin City Council Resolution No. 30-04 adopted on July 6, 2004, the City desires to encourage commercial office development and create and preserve jobs and employment opportunities within the City; and

WHEREAS, based on the results of Command's recent comprehensive examination of its business needs, and induced by and in reliance on the economic development incentives provided in this Agreement, Command with an office located at 5168 Blazer Parkway, Dublin, Ohio 43017-1339 is desirous of leasing a new building in the City to consist of a minimum 30,000 square feet (the "*Facility*") to be built, owned and managed by DBS or affiliated LLC to enable the Command to expand its business operations and workforce in a new building within the City; and

WHEREAS, to facilitate the proposed building of the Facility and to promote the creation of new employment opportunities within the City, the City has agreed to the transfer of a 10.035, more or less, parcel of land owned by the City and depicted in Exhibit "A" (the "*Property*") for a purchase price of One Dollars ($1.00) and other valuable consideration provided herein, including but not limited to: DBS's construction of a minimum Thirty Thousand (30,000) square foot Facility to be owned by DBS or affiliated LLC; Command's execution of at least a 10 year lease with DBS of the Facility at a reduced rate reflecting the City's cash free transfer of the Property; Command's retention of seventy (70) existing jobs and creation of an additional fifteen (15) jobs in the City by 2018; and Command additional commitments outlined in Exhibit "B"; and

WHEREAS, pursuant to Ordinance No. ___-14 passed on _____, 2014 (the "*Ordinance*"), the City has determined to offer the economic development incentives described herein to induce the DBS and Command to construct a facility within the City for the retention and growth of Command's operations and workforce within the City, which will result in the creation of new jobs and employment opportunities and the preservation of existing jobs and employment opportunities to improve the economic welfare of the people of the State of Ohio and the City, all as authorized in Article VIII, Section 13 of the Ohio Constitution.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DBS, Command and the City covenant, agree and obligate themselves to the foregoing Background Information and as follows:

Section 1. City Agreement to Transfer the Property to DBS.

The City hereby agrees to deed to DBS or an affiliated entity and DBS hereby agrees accept the Property from the City, upon the terms and conditions of this Agreement for the sum of One Dollars ($1.00) and other value consideration contained herein.

Section 2. Consideration to the City.

As consideration for the City's agreements herein, Command and DBS shall meet all of the requirements set forth in this Section 2 which requirements shall survive the closing on the Property.

(a) DBS agrees that it shall:

1. Construct a minimum Thirty Thousand (30,000) square foot office building on the Property which building shall be valued at over Nine-Hundred Thousand Dollars ($900,000) Three-Hundred Sixty Five Days (365) from date of closing (which date shall be extended day for day for any construction delays beyond the DBS's reasonable control) and which construction shall be evidenced by at least a conditional occupancy permit;

2. Execute a lease of the Facility with Command with a minimum term of Ten (10) years at a rate reflecting the City's financial support to DBS via the cash free transfer of the Property as outlined in the Lease attached hereto as Exhibit "C".

(b) Command agrees that it shall:

1. Execute a lease for the Facility with DBS with a minimum term of 10 years (Exhibit "C") at a rate reflecting the City's financial support to DBS via the cash free transfer of the Property.

2. Retain seventy (70) existing jobs and create an additional fifteen (15) jobs in the City by 2018 (Exhibit "B").

3. Maintain annual payroll as outlined in Exhibit B;

Section 3. Sale of Property by DBS. DBS shall notify the City in writing at least thirty days (30) prior to any closing on the sale of the Property.

(a) If DBS sells the Property during years one though five (1-5) of the initial lease term, DBS shall pay to the City at the closing on the Property an amount equal to One Hundred Percent (100%) of the current appraised value, which is Ninety Thousand Dollars ($90,000) an acre.

(b) If DBS sells the Property during years six through ten (6-10) of the of the initial lease term, DBS shall pay to the City at the closing on the Property an amount equal to Fifty Percent (50%) of the current appraised value, which is Forty Five Thousand Dollars ($45,000) an acre.

Section 4. **Penalty for Failure to meet Job Numbers**. If Command fails to meet any of the conditions in Section 2(b), the City shall provide DBS and Command with written notice of any such failure and the penalty for the same. DBS and Command shall have thirty (30) days following receipt of such written notice of penalty to (a) correct such failure to the reasonable satisfaction of the City or (b) pay the penalty based on the City's foregone payroll withholdings taxes as outlined in the calculation in Exhibit "B".

Section 5. **Contingencies.**

(a) Environmental Inspection. Up and until October 30, 2014, the City agrees to permit DBS, DBS's lender and any qualified, professional environmental consultant or consultants retained by Purchaser or its prospective lender(s) to conduct, at the expense of DBS, an environmental site assessment of the Property. DBS agrees to indemnify and hold harmless the City from any injury or damage to persons, property and crops caused by such inspection and to restore the Property to substantially the condition in which the same were found before such inspection. If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, DBS, at its option, may notify the City in writing, within the above-specified period, that this Agreement is null and void. Failure of DBS to deliver written notice and copy of the environmental report(s) within such time period shall constitute a waiver of DBS's right to terminate this Agreement pursuant to this provision. The indemnification herein shall survive the termination of this Agreement.

(b) Property Inspection. DBS, at its own expense, shall have until October 30, 2014 to have the Property including any and all improvements, fixtures and equipment contained thereon, if any, inspected. DBS shall be permitted to complete any inspection including but not limited to soil sampling and testing, soil boring and soil compaction tests, and inspections regarding the availability of necessary utilities of the Property. The City shall cooperate in making the Property reasonably available for such inspection(s). DBS agrees to indemnify and hold the City harmless from any injury or damage to persons, property and crops caused by such inspection(s) and to restore the Property to substantially the condition in which the same was found before such inspection. If DBS is not, in good faith, satisfied with the condition of the Property as disclosed by such inspection(s), DBS may terminate this Agreement by delivering written notice of such termination to the City, along with a written copy of such inspection report(s), within the time period specified above, such notice and report(s) shall specify the unsatisfactory conditions. Failure of DBS to deliver written notice and copy of the inspection report(s) within such time period shall constitute a waiver of DBS's right to terminate this Agreement pursuant to this provision. The indemnification herein shall survive the termination of this Agreement.

(c) Survey Approval. DBS, at its own expense, shall have until October 30, 2014 to have the Property surveyed and approved. The dimensions and boundaries shall be generally consistent with the Exhibits attached hereto by the Parties. Promptly following the approval of the Parties' approval of the general boundaries and dimensions of the Property (but in no event later than ten (10) business days prior to the closing). The City shall, at its sole cost and expense, deliver to the City and the Title Company for approval, the boundary surveys (the "*Survey*") and legal description of the Property prepared by a surveyor, registered in the State of Ohio (the "*Surveyor*"), together with any other documents legally necessary to split the Property from its parent parcel.

(d) Dublin City Council Approval. This Agreement shall be contingent upon the City, within ninety (90) days after the acceptance hereof, obtaining Dublin City Council approval of the terms of this Agreement. If Dublin City Council fails to approve of this Agreement within such period, then this Agreement is immediately terminated.

Section 6. City's Materials. Simultaneously with the execution of this Agreement, the Citys shall provide to DBS copies of any environmental studies, geotechnical studies, surveys, title policies, soils reports, engineering drawings for the utilities and services, grading and utility plans and/or studies in its possession (the "Third Party Reports"). The City makes no representations or warranties as to the accuracy of any information contained in the Third Party Reports.

Section 7. Title Examination.

(a) Within fifteen (15) days after the Effective Date, DBS may obtain, at its own expense and through a title company and/or agency of its choosing in its sole discretion (the "*Title Insurance Company*"), a letter report ("*Letter Report*") or an ALTA Commitment for Title Insurance (2006) (the "*Title Commitment*"), which Letter Report or Title Commitment shall show all recorded liens and encumbrances affecting the Property, as the case may be, and shall include copies of all documents referenced in the Letter Report or Title Commitment. The Letter Report or Title Commitment obtained by the Company shall show in the City good and marketable title to the Property, free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following ("*Permitted Encumbrances*"):

i. Those created or assumed by the Company;

ii. Zoning ordinances;

iii. Legal highways and public rights-of-way;

iv. Real estate taxes which are liens on the respective properties, but which are not yet due and payable; and

v. Covenants, restrictions, conditions and easements of record which do not unreasonably interfere with Purchaser's and the Company's proposed use of the Property.

The Letter Report or the Title Commitment, as the case may be, shall fully and completely disclose all easements, rights-of-way, and any appurtenant rights and easements affecting the Property, as applicable, and shall show the results of a special tax search and examination for any financing statements filed of record which may affect the properties.

(b) Title Insurance. At the Closing (as hereinafter defined), DBS shall have the right to purchase, at its own expense, title insurance coverage for the Property.

(c) Title Defects. In the event that an examination of either the Title Commitment/Letter Report or the Survey discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as, "*Property Defects*"), DBS shall, within ten (10) days following the later of DBS's receipt of both the Title Commitment/Letter Report and Survey, provide the City with written notice of any such Defects to which DBS is objecting. The City shall have ten (10) days following receipt of such written notice to cure or remove any such Property Defects to the reasonable satisfaction of DBS.

Section 8. Possession and Closing.

(a) Closing Date. The Property transfer contemplated herein shall be closed through the Title Insurance Company (the "Closing") within thirty (30) days following the termination of the Contingency Period, which Closing date may be extended in writing by mutual agreement of the Parties and shall be extended by such time, if any, as is necessary to cure any Property Defects as set forth in Section 3 hereof. The Closing shall be at such time as the City and DBS may mutually agree.

(b) General Warranty Deed. At the Closing, the City shall convey to DBS fee simple title to the Property, by validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except the Permitted Encumbrances applicable to the Property and as stated in the instrument. A copy of a proposed deed is attached hereto as Exhibit "D".

(c) Adjustments at Closing. At the Closing, the City and DBS shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

i. Real Estate Taxes and Assessments. The City shall pay to the Franklin County Treasurer all delinquent real estate taxes, if any, together with penalties and interest thereon, all assessments which are a lien against the Property as of the date of Closing (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to Closing. Purchaser and the City acknowledge that the Property is currently listed as real estate tax exempt on the books of the Franklin County Auditor and Treasurer. Therefore, there will be no tax proration at Closing for the year of Closing. However, in the event that after Closing the

Property's exempt status for the year of Closing is removed, and real estate taxes become due and owing for the year of Closing, then the City shall be responsible for real estate taxes through and including the Closing date. Further, in that event the City agrees to pay to DBS, within thirty (30) days after DBS's written request therefore, which request shall include a copy of the real estate tax invoice and a reasonably detailed proration calculation, the City's share of prorated real estate taxes for the year of Closing. Any such proration of taxes shall be based upon a three hundred sixty-five (365) day year;

ii. The City's Expenses. The City shall, at the Closing (unless previously paid), pay the following expenses:

1. The cost of all municipal services and public utility charges (if any) applicable to the Property due through the date of Closing;

2. One-half (1/2) the fee, if any, charged by the Title Insurance Company for closing the transactions contemplated herein.

iii. DBS's Expenses. DBS shall, at the Closing (unless previously paid), pay the following expenses:

1. The cost of furnishing the Title Commitment/Letter Report for the Property, and the premium for any owner's policy of title insurance for the Property desired by DBS;

2. The cost of recording the general warranty deed transferring title in the Property to DBS;

3. The cost of any and all "due diligence" items conducted pursuant to Section 3 herein;

4. One-half (1/2) the fee, if any, charged by the Title Insurance Company for closing the transactions contemplated herein.

iv. Other Closing Costs. All other closing costs and expenses not herein referenced and not specifically attributable to either Party shall be shared equally by the Parties.

v. Brokers. Each Party represents and warrants that they have not dealt with any real estate broker or realtor in connection with the sale of the Property, and that no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any realtor or broker in connection with this transaction.

vi. Other Documents. The Parties agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party to the Title Insurance Company at Closing. Such documents shall

include, but not be limited to, a settlement statement, affidavits regarding liens, unrecorded matters and possession as may be reasonably requested by the Title Insurance Company.

Section 9. **Warranties And Representations Of The Parties**

(a) The City hereby represents and warrants as follows:

i. The City has not received any written notice or notices from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;

ii. The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which the City is a party or by which the City or the Property might be bound;

iii. The City has no knowledge of any fact or condition which would result in the termination or material limitation of the existing pedestrian and/or vehicular access to the Property from abutting public roads;

iv. No other person or entity other than Purchaser has or will have any right to acquire the Premises, or any portion thereof;

vi. From the Effective Date through and until the Closing, the City shall not enter into any easement, lease or other contract pertaining to the Property and shall not modify or change the condition of the Property, unless Purchaser has approved of such modification or change; and

vii. The City is not a "Foreign Person" as that term is defined in the Foreign Investment in Real Property Tax Act.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CITY HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION OF OR VALUE OF THE PROPERTY. DBS IS PURCHASING THE PROPERTY "AS-IS WHERE-IS" AND IS SOLELY RELYING ON ITS OWN DUE DILIGENCE AND INSPECTION OF THE PROPERTY.

(b) DBS hereby represents and warrants as follows:

i. None

Section 10. **Breach of Warranties Prior to Closing.** If, during the pendency of this Agreement, either Party determines that any warranty or representation given to the other Party under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default hereunder. In such event, the Party claiming default may give written notice thereof and shall thereafter have such rights and remedies as may be available as provided herein, at law or in

equity, including, but not limited to, the right to terminate this Agreement and receive compensation for damages or to proceed to Closing for the completion of this transaction.

Section 11. Property subject to a Lease. The City has leased the Property to Robert Thomas and William Thomas for planting, maintaining, and harvesting crops pursuant to the terms in Exhibit E. Simultaneous with the closing on the Property the Company agrees to accept an assignment of this Lease from the City and assume all obligations therein in a form mutually acceptable to the Parties.

Section 10. Miscellaneous Provisions.

(a) Recordation of Agreement. The executed Agreement shall be filed with the Recorder of Franklin County, Ohio and the Recorder of Union County, Ohio for recordation in the official records of Franklin County, Ohio as soon as practicable following the Effective Date for the purpose of providing notice of the existence of this Agreement and its applicability to the Property. The City shall pay any costs associated with the recording of this Agreement. The City shall, promptly following such recordation, provide, without charge, photocopies of the recorded and date-stamped Agreement to Command.

(b) Notices. Notice from one Party to another relating to this Agreement shall be deemed effective if made in writing and delivered to the recipient's address set forth below by any of the following means: (i) hand delivery, (ii) registered or certified U.S. mail, postage prepaid, with return receipt requested, or (iii) Federal Express, UPS, or like overnight courier service. Notice made in accordance with this Subsection 10(a) shall be deemed delivered when delivered by hand, upon receipt or refusal of receipt if mailed by registered or certified U.S. mail, or the next business day after deposit with an overnight courier service if delivered for next day delivery. The Parties agree that electronic mail shall not constitute a permitted form of notice under this Subsection 10(a). All notices shall be addressed as follows:

If intended for the DBS, to:
Dublin Building Systems, Inc.
6233 Avery Road
Dublin, Ohio 43016

Attn: Thomas W. Irelan

If intended for the Command, to:

Attn:

If intended for the City, to:

City of Dublin
5200 Emerald Parkway
Dublin, OH 43017
Attn: Marsha Grigsby, City Manager

With a copy to:
Frost Brown Todd LLP
10 West Broad Street, Suite 2300
Columbus, OH 43215
Attn: Philip K. Hartmann, Esq.

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(c) Assignment. This Agreement may not be assigned without the prior written consent of all the Parties.

(d) Survival. The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder.

(e) Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts of Franklin County, Ohio.

(f) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto, and may not be modified except by an instrument in writing signed by both Parties, and this Agreement supersedes all previous agreements, written or oral, if any, between the Parties.

(g) Economic Development Assistance Certification. Command has made no false statements to the City in the process of obtaining approval of the incentives described in this Agreement. If any representative of Command has knowingly made a false statement to the City to obtain the incentives described in this Agreement, Command shall be required to immediately return all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Command acknowledges that any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

(h) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(i) Time of Essence. Time is of the essence of this Agreement in all respects.

(j) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(k) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Parties other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

(l) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(m) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(n) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(o) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(p) Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(q) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(r) Waiver. Except as otherwise provided in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the Party making the waiver.

(s) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall Parties be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(t) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(u) Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY:

City of Dublin, Ohio
an Ohio municipal corporation

By: _____
Marsha I. Grigsby, City Manager

PURCHASER/LESSOR:

Dublin Building Systems
an Ohio corporation for profit

By: _____

Its: _____

LESSEE:

Command Alkon
a Delaware corporation for profit

By: _____

Its: _____

Approved as to Form:

By: _____

Printed: Stephen J. Smith

Title: Director of Law

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City under the foregoing Agreement during Fiscal Year 2014 have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2014

_____

Angel Mumma
Director of Finance
City of Dublin, Ohio

EXHIBIT A

Property Description

EXHIBIT A

Property Description

CROSBY BUSINESS PARK

LOT2
10.035 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, lying in Survey Number 6954 of the Virginia Military District, being all of Lot 2 as numbered and delineated on the record plat of "Crosby Business Park" of record in Plat Book , Page , all records herein are from the Recorder's Office, Franklin County, Ohio, and being further described as follows;

Begin for reference at magnetic nail set at the northeasterly corner "Crosby Business Park" on the centerline of State Route 161;

Thence South 04°48'58" East, a distance of 70.43 feet along the easterly line of "Crosby Business Park" to a 3/4 inch iron pipe set at the northeasterly corner of Lot 2, the **Point of True Beginning,** for the herein described Lot;

Thence South 04°48'58" East, a distance of 552.76 feet along the easterly line of Lot 2 to a 3/4 inch iron pipe set at the southeasterly corner of said Lot 2 a common comer to Lot 3;

Thence South 85°20'52" West, a distance of 812.53 feet along the southerly line of Lot 2, a line common to Lot 3 to a 3/4 inch iron pipe set on the easterly right-of-way line of Crosby Court (width varies) at a point of curvature of cul-de-sac;

Thence the following five (5) courses and distances along the easterly right-of-way line of Crosby Court:

1. Along an arc of a curve to the right having a central angle of 41°24'35", a radius of 75.00 feet, an arc length of 54.21 feet, with a chord bearing of North 25°21'25" West, and a chord length of 53.03 feet, to a 3/4 inch iron pipe set at a point of tangency, being 30 feet east of the centerline of Crosby Court;

2. North 04°39'08" West, a distance of 235.62 feet, parallel and 30.00 feet east of the centerline of Crosby Court, to a 3/4 inch iron pipe set;

3. North 06°41'55" East, a distance of 50.81 feet, to a 3/4 inch iron pipe set at a point 40.00 feet east of the centerline of Crosby Court;

4. North 04°39'08" West, a distance of 100.02 feet, parallel and 40.00 feet east of the centerline of Crosby Court, to a 3/4 inch iron pipe set;

5. North 33°43'22" East, a distance of 125.64 feet, to a 3/4 inch iron pipe set on the southerly right-of-way of State Route 161, being 70.00 feet south of the centerline of State Route 161;

Thence the following two (2) courses along the southerly right-of-way of State Route 161, 70.00 feet south and parallel to the centerline;

1. North 86°27'48" East, a distance of 230.81 feet, 3/4 inch iron pipe set at a point of curvature;

2. Along the arc of a curve to the left having a central angle of or32'22", a radius of 3889.72 feet, an arc length of 511.85 feet, with a chord bearing of North 82°41'37" East, and a chord length of 511.48 feet, to the Point of Beginning, containing 10.035 acres, more or less, subject to all easements, restrictions and rights-of-way of record.

The bearings shown hereon are based on the grid bearing of North 05°00'06" West between Franklin County Engineer's Monuments FCGS 8849 and FCGS 8850 as determined by a GPS network of field observations performed in July, 2014, (State Plane Coordinate System, South Zone,NAD 83 (NSRS 2007).

All iron pipes set are 3/4 inch in diameter, 30 inches in length with a yellow cap stamped "STANTEC".

This description is based on a survey performed by Stantec Consulting Services in July,

2014.

EXHIBIT B

Command Alkon, Inc. Job Retention & Creation Commitment

EXHIBIT B

Command Alkon, Inc. Job Retention & Creation Commitment

Calendar Year	Total Jobs	Target Withholdings
2015	71	$101,389
2016	76	$109,347
2017	78	$112,530
2018	81	$117,309
2019	85	$119,655
2020	85	$122,048
2021	85	$124,489
2022	85	$126,979
2023	85	$129,518
2024	85	$132,109

EXHIBIT C

DBS/Command Lease

LEASE

by and between

DBS Entity to be named, as Landlord,

and

Command Alkon, Inc. as Tenant

Draft

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LEASE

This Lease (this "*Lease*"), dated this ____ day of _____, 2014 (the "*Execution Date*"), is by and between [***DBS Entity***], an Ohio limited liability company ("*Landlord*") and Command Alkon, Incorporated, a Delaware Corporation ("*Tenant*").

Article 1. Basic Lease Terms

Section 1.01. Basic Lease Terms. The following definitions constitute certain terms of this Lease (the "*Basic Lease Terms*"), which are set forth in this Section 1.01 for ease of reference. Each subsequent reference in this Lease to any of the Basic Lease Terms shall incorporate such definitions as if the same were fully and completely stated therein. As used in this Lease, Basic Lease Terms shall have the following meanings, respectively:

(a) "*Real Property*" means the real property owned by Landlord, as more fully described on *Exhibit A*, located at _____.

(b) "*Building*" means the building located or to be constructed on the Real Property and containing approximately 30,000 leasable square feet of space, together with related improvements.

(c) "*Premises*" means the 30,000 leasable square feet of the Building, as outlined on *Exhibit B*.

(d) "*Permitted Use*" means office, manufacturing, warehousing and storage.

(e) "*Lease Term*" means a period commencing on the Commencement Date and ending on the Expiration Date.

(f) "*Expiration Date*" means the date that is One Hundred Twenty (120) months following the Rent Commencement Date; *provided, however*, that, if the Rent Commencement Date does not begin on the first Day of a calendar month, the Term shall be extended to allow the Expiration Date to end on the last Day of the calendar month in which this Lease would otherwise expire.

(g) "*Commencement Date*" means the date on which the earlier of the following events occurs: (1) Tenant's occupancy of any part of the Premises for the conduct of business; or (2) the Substantial Completion Date; or (3) _____ following the Execution Date, notwithstanding the fact that the Premises are not yet available for occupancy, if such unavailability is due to the failure of Tenant to perform its obligations under this Lease.

(h) "*Execution Date*" means the date on which this Lease was executed by Landlord and Tenant, as specified in the introductory paragraph of this Lease.

(i) "*Rent Commencement Date*" means _____ (__) following the Commencement Date; *provided, however*, that, if the blanks in this Section 1.01(i) are not filled in, the Commencement Date shall be the Rent Commencement Date.

(j) "*Base Rent*" means the following:

Year	Annual Rent
1	$9.85 per square foot
2	$10.05 per square foot
3	$10.25 per square foot
4	$10.45 per square foot
5	$10.66 per square foot
6	$10.88 per square foot
7	$11.09 per square foot
8	$11.31 per square foot
9	$11.54 per square foot
10	$11.77 per square foot

(k) "*Tenant's Proportionate Share*" means a fraction (expressed as a percentage), the numerator of is the square footage occupied by Tenant and the denominator of which is the total square footage of the Building. As of the Execution Date, Tenant's Proportionate Share is 100%. Tenant acknowledges that the square footage of the Building can change and that any such change could result in a change in Tenant's Proportionate Share.

(l) *Security Deposit*" means the sum of $24,625.00.

(m) "*Landlord's Address*," for purposes of any notices or other communications required under this Lease, as well as for the payment of Rent, means 6233 Avery Road, Dublin, OH 43016.

(n) "*Tenant's Address*," for purposes of any notices or other communications required under this Lease, means _____, fax no. ___-___-____, e-mail: _____@_____.

(o) "*Brokers*" means Savills Studley representing Tenant.

Section 1.02. Definitions. Unless the context otherwise specifies or requires, the following terms shall have the following meanings for purposes of this Lease:

(a) "*Additional Rent*" has the meaning given to such term in Section 3.02.

(b) "*Business Day*" means any Day other than a Saturday, Sunday, or legal holiday.

(c) "*Common Area Charges*" has the meaning given to such term in Section 3.02.

(d) "*Common Areas*" means all areas, space, equipment, improvements, and facilities located on the Real Property and in or near the Building provided by Landlord for the common or joint use and benefit of the occupants of the Building and their respective agents, employees, servants, and invitees, including, but not limited to, the parking areas, driveways, entrances, exits, sidewalks, ramps, mail room, and landscaped areas.

(e) "*Day*" means a calendar day, unless specifically designated as a Business Day.

(f) "*Default Rate*" means the sum of the Prime Rate plus six percent (6%).

(g) "*Environmental Laws*" means all federal, state, and local laws, statutes, ordinances, and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives with respect thereto.

(h) "*Event of Default*" has the meaning given to such term in Section 11.01.

(i) "*Hazardous Substance*" means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyl's, petroleum and petroleum based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), or any other applicable Environmental Law.

(j) "*Landlord's Work*" means the improvements to the Premises that Landlord has agreed to construct, as more fully described on *Exhibit C*.

(k) "*Operating Expenses*" means all of Landlord's expenses for operation, repair, replacement, and maintenance to keep the Building and the Common Areas in good order, condition, and repair (including all additional direct costs and expenses of operation and maintenance of the Building that Landlord reasonably determines it would have paid or incurred during any year of the Lease Term if the Building had been fully occupied), including, but not limited to, the following:

(1) premiums and deductibles paid for insurance, including flood, water damage, rental interruption, fire, and extended coverage insurance, for the Building and other improvements and for comprehensive public liability insurance, including umbrella coverage, for the Common Areas, the Building, and the Real Property;

(2) utilities, including, but not limited to, sprinkler, lighting, electrical, water, storm sewer surcharge, and sewer service for the Building, the Common Areas, and the Real Property;

(3) maintenance and repair of the Building (including, but not limited to, electrical, plumbing, heating, air conditioning, and mechanical equipment and the necessary tools and equipment associated therewith), parking areas and access drives, sidewalks and grounds, including landscaping, lawn care, and snow removal;

(4) capital improvements or expenses undertaken to maintain the value and condition of the Building and the Real Property as a first class facility; *provided, however*, that the cost of any capital improvement shall be amortized over its useful life (as reasonably determined by Landlord), and only the amortized portion shall be included in Operating Expenses;

(5) the reasonable cost of operating personnel, including salaries and related benefits, security services, auditors' fees, attorneys' fees, and management or administrative fees;

(6) any tax or excise on Rent, gross receipts tax, transaction privilege tax, or other tax, however described, that is levied or assessed by applicable law against Landlord regarding Rent or as a result of Landlord's receipt of Rent, including, but not limited to, Ohio's commercial activity tax; and

(7) license, permit, inspection, and other fees.

(l) "*Prime Rate*" shall mean at any time the rate per annum then most recently publicly announced in the *Wall Street Journal* as the prime rate or, if no such rate is identified, an index or report selected by Landlord in good faith as representative of the prime or base rate quoted by large United States money center commercial banks.

(m) "*Real Estate Taxes*" means any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, improvement bond, or other similar charge or tax (other than inheritance, personal income, or estate taxes) imposed upon the Building or the Common Areas (or against Landlord's business of leasing the Real Property and/or the Building) by any authority having the power to so charge or tax, together with costs and expenses actually incurred by Landlord in contesting the validity or amount of Real Estate Taxes, but shall not include any penalties or interest payable by reason of failure to pay such taxes and assessments, except to the extent that such penalties or interest have been assessed as a result of Tenant's failure to timely pay Additional Rent.

(n) "*Release*" has the meaning given to such term in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) and the regulations promulgated thereunder.

(o) "*Rent*" includes Base Rent and Additional Rent.

(p) "*Substantial Completion Date*" has the meaning given to such term in Section 2.02(b).

(q) "*Tenant's Work*" means the improvements to the Premises that Tenant has agreed to construct, as more fully described on *Exhibit D*.

Section 1.03. Other Definitions. Capitalized terms other than those defined in Sections 1.01 and 1.02 shall, when used in this Lease, have the respective meanings given to such terms in the text of this Lease.

Article 2. Lease of Premises; Term

Section 2.01. Lease of Premises. Landlord hereby leases to Tenant, and Tenant leases from Landlord, subject to the terms and conditions set forth in this Lease, the Premises.

Section 2.02. Term.

(a) Unless sooner terminated pursuant to the other provisions of this Lease, the Lease Term shall be for the period specified in the Basic Lease Terms. All covenants of Tenant contained in this Lease, except Tenant's obligations to pay Base Rent and Additional Rent, shall be applicable during the period from the Execution Date to the Rent Commencement Date.

(b) The Premises shall be delivered to Tenant on the date Landlord's Work on the Premises is substantially complete, subject only to minor punchlist items to be identified by Landlord and Tenant in a joint inspection of the Premises prior to Tenant's occupancy, the completion of which will not materially affect Tenant's use and occupancy of, or ability to obtain an occupancy permit for (from a construction aspect perspective as opposed to Tenant's particular use perspective) the Premises (the "*Substantial Completion Date*"). Upon delivery of possession of the Premises to Tenant, Tenant shall execute a letter of understanding acknowledging (1) the Commencement Date and (2) that, except for the punchlist items, Tenant has accepted the Premises. If Tenant takes possession of and occupies the Premises, it shall be conclusively deemed that Tenant

has accepted the Premises and that the condition of the Premises and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects, subject to punchlist items.

Section 2.03. Right to Enter for Purposes of Tenant's Work. Notwithstanding the provisions of Section 2.02, upon execution of this Lease, Tenant's Work may be commenced, and Tenant and its specialized subcontractors shall have the right, prior to the Commencement Date, to enter upon the Premises for the purpose of completing Tenant's Work and for the purpose of getting the Premises ready for occupancy, provided the same shall not obstruct Landlord or its contractors from timely completion of construction of Landlord's Work, and subject to such reasonable rules and regulations as Landlord may adopt and modify from time to time. (A copy of Landlord's current Rules and Regulations is attached as *Exhibit E.*) Tenant shall be responsible for maintaining all necessary insurance required by this Lease relative to Tenant's Work, title to the improvements resulting from Tenant's Work shall be as set forth in this Lease, and all indemnification provisions of this Lease shall be applicable during such period.

Section 2.04. Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Premises to Landlord in broom-clean condition and in good condition and repair. Tenant shall also (a) remove its personal property, trade fixtures, and any of Tenant's alterations designated by Landlord, (b) promptly repair any damage caused by such removal, and (c) restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear excepted. If Tenant fails to do so, Landlord may restore the Premises to such condition at Tenant's expense, Landlord may cause all of said property to be removed at Tenant's expense, and Tenant hereby agrees to pay all the costs and expenses thereby reasonably incurred. All Tenant property that is not removed within ten (10) Days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned by Tenant, and Landlord shall be entitled to dispose of such property at Tenant's cost without thereby incurring any liability to Tenant. The provisions of this Section shall survive the expiration or other termination of this Lease.

Section 2.05. Option to Renew. If Tenant shall, during the Term of this Lease, keep and perform each and every covenant, agreement, term, provision and condition herein contained to be performed or observed by Tenant, and if Tenant shall, through the Term of the Lease, actually use and occupy the Premises exclusively for the conduct of Tenant's business, not have assigned this Lease or sublet the Premises, and not be in default under the terms of this Lease beyond any applicable cure period, then Tenant may, at Tenant's option, extend the Term of this Lease for two (2) additional period of five (5) Lease Years ("Renewal Term"), commencing on the day immediately following the last day of the Term of this Lease. The Renewal Term shall be upon the same terms, provisions, covenants, and conditions as are contained in this Lease, except as to the duration of the term, the Base Rent, and any other provision herein which by its terms is applicable only to the initial Term. The Base Rent during the first year of the Renewal term shall be equal to the then annual fair market rental value of the Premises at the time of commencement of Renewal Term as determined by agreement between Landlord and Tenant, provided, however, that in no event shall the Base Rent during such extension term be less than the highest Base Rent payable during the immediately preceding term. The Base Rent for each subsequent year of the Renewal term shall increase by three percent (3%) over and above the Base Rent payable for the immediately prior year. Such option to extend the Term shall be exercised, if at all, by Tenant's delivery of written notice to Landlord on or before the date that is at least one hundred eighty (180) days prior to the last day of the Term of the Lease. If Tenant fails or omits to so give written notice to Landlord as set forth herein, Tenant's option to renew shall expire and be of no further force or effect.

Article 3. Rent

Section 3.01. Base Rent. Tenant agrees to pay to Landlord, in consecutive monthly installments, the annual Base Rent specified in Section 1.01(j), prorated for any partial calendar month. Said Base Rent shall be paid to Landlord in lawful money of the United States, in advance, on the first Business Day of each month, at Landlord's Address or at such other place as Landlord may from time to time designate in writing.

Section 3.02. Additional Rent.

(a) In addition to the Base Rent, Tenant agrees to pay to Landlord for each calendar year during the Lease Term, as "*Additional Rent*," Tenant's Proportionate Share of all costs and expenses incurred by Landlord during the Lease Term for Real Estate Taxes and Operating Expenses for the Building and the Common Areas (collectively, "*Common Area Charges*"). Commencing on the Rent Commencement Date, Tenant shall pay to Landlord each month, at the same time the monthly installment is due, at the same place, and in the same manner, an amount equal to one-twelfth (1/12) of the Additional Rent for such year, as estimated by Landlord in accordance with Section 3.02(b).

(b) Prior to the Rent Commencement Date and thereafter prior to the commencement of each calendar year of the Lease Term, Landlord shall, upon review of all reasonably ascertainable information, prepare an estimate of its total projected costs for Common Area Charges for the remaining portion of the existing calendar year or the next ensuing calendar year, as the case may be. Landlord shall thereafter provide to Tenant a statement indicating the same, and Tenant's Proportionate Share of the same, and Tenant's respective monthly contribution of the same. If Operating Expenses increase during a calendar year, Landlord may increase the estimated Annual Rental Adjustment during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Rental Adjustment divided by the number of months remaining in such year.

(c) Landlord shall, within a reasonable time following completion of each calendar year, diligently prepare an accounting of the actual Common Area Charges incurred, including Tenant's Proportionate Share thereof, and shall provide such an accounting to Tenant promptly upon completion of the same. Thereafter, Tenant may, upon reasonable notice and during normal business hours, review the books and records of Landlord as they relate to such estimates and/or accountings, and Tenant may, upon payment of any costs associated therewith, obtain copies of the same. Within thirty (30) Days after receipt of such accounting, Tenant shall pay any deficiency between the actual amount owed and the estimates paid during such calendar year. In the event of overpayment, Landlord shall credit the amount of such overpayment toward the next installments of Base Rent. In no case shall either party be required to pay the other interest on any overpayment or underpayment of Additional Rent, so long as Additional Rent was paid in accordance with Section 3.02(a).

Section 3.03. Payment of Rent; Interest. Time is of the essence with respect to all dates for the payment of Base Rent and Additional Rent. Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to timely pay any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue, such unpaid amount shall bear interest from the due date thereof to the date of payment at the Default Rate. In addition, if Tenant fails to pay any installment of Base Rent or Additional Rent within ten (10) Days after the same is due, Tenant shall pay Landlord a charge of $250.00 to defer Landlord's additional administrative costs associated with the same.

Section 3.04. Abatement of Rent.

(a) Base Rent, Additional Rent, and all other sums payable by Tenant hereunder shall be paid without notice, demand, counterclaim, setoff, deduction, or defense, and without abatement, suspension, deferment, or

reduction, and the obligations and liabilities of Tenant hereunder shall in no way be released, discharged, or otherwise affected (except as expressly provided herein) by reason of any of the following: (1) any damage to or destruction of or any taking of the Premises or any part hereof (except as otherwise specifically provided in Article 8 of this Lease); (2) any restriction or prevention of or interference with any use of the Premises or any part thereof, unless such interference is caused directly by Landlord and results in a substantial interference with the operation of Tenant's business on the Premises; (3) any title defect or encumbrance or any evictions from the Premises or any part hereof by title paramount or otherwise; (4) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Landlord, or any action taken with respect to this Lease by any trustee or receiver of Landlord, or by any court, in any such proceeding; (5) any claim that Tenant has or might have against Landlord; (6) any failure on the part of Landlord to perform or to comply with any of the terms of this Lease or of any other agreement with Tenant; or (7) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Tenant shall have notice or knowledge of any of the foregoing.

(b) No abatement, diminution, or reduction of the rental or other charges payable by Tenant under this Lease shall be claimed by or allowed to Tenant for any inconvenience, interruption, cessation, or loss of business or otherwise caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances, or regulations of the United States of America or of the state, county, or city government or any other municipal, government, or lawful authority whatsoever, or by priorities, rationing, or curtailment of labor or materials, or by war or any matter or things resulting therefrom, or by any other cause or causes, except as otherwise specifically provided in this Lease.

(c) Section 3.04(a) and (b) notwithstanding, if the Premises are not available for occupancy by Tenant and the delay is not occasioned by acts or omissions of Tenant, Base Rent and Additional Rent shall be waived and abated until the date the Premises are available for occupancy, and the Expiration Date shall be extended by a commensurate period of time. In such event, however, this Lease shall not be void, or voidable, and Landlord shall have no liability to Tenant for any damages resulting from the delay in occupancy.

Section 3.05. No Waiver. No acceptance by Landlord of a lesser sum than the Base Rent and/or Additional Rent, or any other charge then due, shall be deemed other than on account of the earliest installment of such rent or charge due, nor shall any indorsement or statement on any check or any letter accompanying any check or payment as Rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or charge or other monies owing by Tenant or pursue any other remedy provided in this Lease. No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

Section 3.06. Holding Over. If Tenant retains possession of the Premises or any part thereof after the expiration of the Lease Term, Tenant shall pay Landlord Base Rent, for the time Tenant remains in possession, at two times the monthly rate in effect immediately prior to the Expiration Date. Tenant shall also pay its Proportionate Share of Common Area Costs as Additional Rent. In addition thereto, Tenant shall be liable to Landlord for all damages, incidental, consequential, indirect and direct, sustained by reason of Tenant's retention of possession. The provisions of this Section do not exclude Landlord's rights of re-entry or any other right provided hereunder or available at law or in equity. No such holding over shall be deemed to constitute a renewal or extension of the term hereof; however, all other provisions of this Lease, including the payment of Additional Rent, shall remain in full force and effect.

Article 4. Use

Section 4.01. Use of Leased Premises. The Premises are to be used by Tenant solely for the Permitted Use and for no other purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

Section 4.02. Covenants of Tenant Regarding Use. Tenant shall (a) use and maintain the Premises and conduct its business thereon in a safe, careful, reputable, and lawful manner, (b) comply with all laws, rules, regulations, orders, ordinances, directions, and requirements of any governmental authority or agency, now in force or that may hereafter be in force, including, but not limited to, those that may impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Premises, and (c) comply with and obey all reasonable directions of Landlord, including any rules and regulations that may be adopted by Landlord from time to time. Tenant shall not do or permit anything to be done in or about the Premises or Common Areas that constitutes a nuisance or that interferes with the rights of other tenants or injures or annoys them. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building of its lease or of any rules and regulations. Tenant shall not overload the floors of the Premises. All damage to the floor structure or foundation of the Building due to improper positioning or storage of items or materials shall be repaired by Landlord at the sole expense of Tenant, who shall reimburse Landlord immediately therefor upon demand. Tenant shall not use the Premises, or allow the Premises to be used, for any purpose or in any manner that would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy, unless Tenant reimburses Landlord as Additional Rent for any increase in premiums charged.

Section 4.03. Landlord's Rights Regarding Use.

(a) Landlord shall have the following rights regarding the use of the Premises and the Common Areas, each of which may be exercised without notice or liability to Tenant: (1) Landlord may install such signs, advertisements, notices, or tenant identification information as it shall deem necessary or proper; (2) Landlord may have pass keys to the Premises; (3) Landlord shall have the right at any time to control, change, or otherwise alter the Common Areas as it shall deem necessary or proper; (4) Landlord or Landlord's agent shall be permitted to inspect or examine the Premises at any reasonable time upon reasonable prior notice to Tenant (except in an emergency when no notice shall be required; (5) Landlord shall have the right, at any reasonable time upon reasonable prior notice to Tenant, to exhibit the Premises to prospective tenants, to any prospective purchaser, mortgagee, or assignee of any mortgage secured by the Real Property, and to others having a legitimate interest; and (6) Landlord shall have the right, at any time in the event of an emergency, and otherwise at reasonable times upon reasonable prior notice to Tenant, to take any and all measures, including inspections, repairs, alterations, additions, and improvements to the Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or Landlord's interests, or as may be necessary or desirable in the operation or improvement of the Building, or in order to comply with all laws, orders and requirements of governmental or other authority; *provided, however*, that any repairs made by Landlord shall be at Tenant's expense, except as provided in Section 6.02. Landlord shall use reasonable efforts to minimize disturbance to Tenant and its employees, agents, and invitees, but Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of Rent therefor.

(b) Landlord reserves all other rights with respect to the Real Property and the Building, including, but not limited to, the right to install and maintain a sign or signs on the Real Property and/or on the exterior and/or interior of the Building. It is understood that Landlord may occupy portions of the Building in the conduct of Landlord's business. In such event, all references herein to other tenants of the Building shall be deemed to include Landlord as an occupant.

Article 5. Other Rights and Responsibilities of Tenant

Section 5.01. Tenant's Work. Tenant agrees, at its sole cost and expense, to complete Tenant's Work, which shall be in accordance with the specific provisions set forth on *Exhibit D*. Tenant shall complete construction of Tenant's Work and open for business in the Premises on or before the Rent Commencement Date. Tenant shall install in the Premises prior to the Rent Commencement Date all trade fixtures, furnishings, and equipment necessary for the operation of its business.

Section 5.02. Utilities. Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all utilities and services serving the Premises. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's Proportionate Share of the cost of such utilities and services (at rates that would have been payable if such utilities and services had been directly billed by the utilities or services provided to Tenant), and Tenant shall pay such share to Landlord within fifteen (15) Days after receipt of Landlord's written statement. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other building service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder. In the event of utility "deregulation", Landlord may choose the service provider.

Section 5.03. Alterations. Tenant shall not permit alterations in or to the Premises unless and until the plans have been approved by Landlord in writing. As a condition of such approval, Landlord may require Tenant to remove the alterations and restore the Premises upon termination of this Lease; otherwise, all such alterations shall, at Landlord's option, become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations, and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Premises for work claimed to have been done for or material claimed to have been furnished to Tenant or any subtenant of Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) Days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses, and attorneys' fees in connection with any construction or alteration and any related lien.

Section 5.04. Taxes. Tenant shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Premises, or upon the trade fixtures, furnishings, equipment, and all other personal property of Tenant located in the Premises, if nonpayment thereof shall give rise to a lien on the real estate; and, when possible, Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal property, or upon Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall pay to Landlord its Proportionate Share of such taxes within ten (10) Days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's fixtures, furnishings, equipment or personal property.

Section 5.05. Hazardous Substances; Environmental Laws.

(a) Tenant covenants and agrees with Landlord as follows:

(1) Tenant shall keep, and shall cause all occupants of the Premises to keep, the Premises and the Common Areas that are used by Tenant, or by any occupant of the Premises, free of all Hazardous Substances, except for Hazardous Substances stored, treated, generated, transported, processed, handled, produced, or disposed of in the normal operation of the Premises for the Permitted Use, in accordance with all Environmental Laws.

(2) Tenant shall comply with, and shall cause all occupants of the Premises to comply, with all Environmental Laws.

(3) Tenant shall promptly provide Landlord with a copy of all notifications that it gives or receives with respect to any past or present Release of any Hazardous Substance or the threat of such a Release on, at, or from the Real Property and the Building or any property adjacent to or within the immediate vicinity of the Real Property and Building.

(4) Tenant shall undertake and complete all investigation, studies, sampling, and testing for Hazardous Substances required by Landlord and, in accordance with all Environmental Laws, all removal and other remedial actions necessary to contain, remove, and clean up all Hazardous Substances that are determined to be present at the Premises or within the Common Areas (if as a result of the action or inactions of Tenant or any occupant of the Premises) in violation of any Environmental Laws.

(b) Tenant covenants and agrees, at its sole cost and expense, to indemnify, defend, and save harmless Landlord, its successors and assignees, its members, partners, officers, directors, employees, agents, representatives, contractors and subcontractors, and any subsequent owner of the Real Property and the Building who acquires title thereto from or through Landlord (each being an "*Indemnitee*") from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever that may at any time be imposed upon, incurred by, asserted, or awarded against Indemnitee arising out of the actions or inactions of Tenant or any occupant of the Premises, and relating to any of the following: (1) the storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance; (2) the presence of any Hazardous Substance, a Release of any Hazardous Substance, or the threat of such a Release; (3) human exposure to any Hazardous Substance; (4) a violation of any Environmental Law; or (5) a material misrepresentation or inaccuracy in any representation or warranty or material breach of or failure to perform any covenant made by Tenant in this Lease. The liability of Tenant to the Indemnitees hereunder shall in no way be limited, abridged, impaired, or otherwise affected by (i) the release, expiration, or termination of this Lease, (ii) the invalidity or unenforceability of any of the terms or provisions contained in this Lease, (iii) any exculpatory provisions of this Lease, (iv) any applicable statute of limitations, (v) the assignment of this Lease by Landlord or Tenant, (vi) the sale, transfer, or conveyance of all or part of the Real Property and/or the Building, (vii) the dissolution or liquidation of Tenant, (viii) the death or legal incapacity of Tenant, (ix) the release or discharge, in whole or in part, of Tenant in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or similar proceeding, or (x) any other circumstances that might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Tenant under this Lease. The foregoing indemnity shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at common law.

Section 5.06. Mechanics' and Other Liens. If, because of any work done in or on or any materials furnished to the Premises at the instance of Tenant, or because of any other act or failure to act on the part of Tenant or any person for whom Tenant is legally responsible, any mechanic's lien or any judgment, tax or other lien shall be filed for record against the Premises or the Project, then, regardless of whether such lien is valid or enforceable as such, Tenant shall, at its own expense, cause such lien to be discharged within thirty (30) Days after written notice from Landlord, by bonding proceedings or otherwise. In addition, Tenant shall indemnify and hold harmless Landlord from any claim, damage, loss, liability, settlement, judgment or other cost and expense, including reasonable attorneys' fees, resulting from or by reason of any such lien. If Tenant shall fail to make such actions as shall cause such lien to be discharged within said thirty (30)-Day period, Landlord may, at its option, pay the amount of such lien or may discharge the same by bonding proceedings and, in the event of such bonding proceedings, Landlord may require the lienor to prosecute the appropriate action to enforce the lienor's claim. Any such amount paid or expense incurred by Landlord, or any expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with the foregoing provisions of this

paragraph, or in defending any such action, shall become immediately due and payable as additional rent by Tenant to Landlord, together with interest at the Default Rate thereon from the date of payment by Landlord until paid by Tenant. Further, if any such amount is not paid in full to Landlord within twenty (20) Days after written demand is made therefor by Landlord, Tenant shall pay as Additional Rent a late charge of five percent (5%) of such amount for the purpose of defraying Landlord's expenses incident to the handling of such overdue payment. Any such payment or discharge by Landlord shall not be deemed to be a waiver of any other rights which Landlord may have under the provisions of this Lease or as provided by law.

Section 5.07. Financial Statements. Upon request, Tenant shall provide financial statements to Landlord and/or Landlord's lending institution, which financial statements shall be in form and substance satisfactory to Landlord and/or Landlord's lending institution.

Article 6. Rights and Responsibilities of Landlord

Section 6.01. Landlord's Work. Landlord agrees, at its sole cost and expense, to complete Landlord's Work, which shall be in accordance with the specific provisions set forth on *Exhibit C*.

Section 6.02. Services; Maintenance and Repair.

(a) During the Lease Term, as long as Tenant is not in default under any of the covenants or provisions of this Lease, Landlord shall maintain in good condition and repair, and shall replace as necessary, the roof, exterior walls, foundation, and structural frame of the Building and the parking and landscaped areas, the costs of which shall be included in Operating Expenses; *provided, however*, that, to the extent any of the foregoing items require repair because of the negligence, misuse, or default of Tenant or its employees, agents, customers or invitees, Landlord shall make such repairs solely at Tenant's expense. Except with respect to Building systems and/or components located within or running through the Premises, Landlord shall not be required to repair or maintain the interior of the Premises or to make any repairs or replacements of any panels, decoration, office fixtures, railing, lighting fixtures, ceiling, floor covering, partitions, or any other property installed in the Premises, all of which shall be maintained by and remain the responsibility of Tenant.

(b) Tenant shall give to Landlord prompt notice of any repairs that are necessary to the Building and/or the Real Property and of any other services specified in Section 6.02(a) that Landlord has failed to provide. Landlord shall thereafter provide such services and shall make all such necessary repairs to the Building and upon the Real Property in a prompt and workmanlike manner, and, in addition, Landlord shall make any repairs or improvements or changes to the Building or Real Property required by any governmental authority having jurisdiction over such matters.

Section 6.03. Intentionally Blank

Section 6.04. Environmental Laws. Landlord shall have the right, but not the obligation, to cure any violation by Tenant of any Environmental Laws, and Landlord's cost and expense to so cure shall be the responsibility of Tenant under this Lease.

Article 7. Insurance and Indemnification

Section 7.01. Landlord's Insurance. During the Lease Term, Landlord shall maintain all risk coverage insurance on the Building, but shall not protect Tenant's property on the Premises; and, notwithstanding the provisions of Section 7.03, Landlord shall not be liable for any damage to Tenant's property, regardless of cause, including the negligence of Landlord and its employees, agents and invitees. Tenant hereby expressly waives any right of recovery against Landlord for damage to any property of Tenant located in or about the Premises, however caused, including the negligence of Landlord and its employees, agents and invitees. Notwithstanding the provisions of Section 7.03, Landlord hereby expressly waives any rights of recovery against Tenant for

damage to the Premises or the Building that is insured against under Landlord's all risk coverage insurance. All insurance policies maintained by Landlord or Tenant as provided in this Lease shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease.

Section 7.02. Tenant's Insurance. Suring the Lease Term, Tenant shall maintain general public liability and property damage insurance, issued by one or more insurance companies acceptable to Landlord, with the following minimum coverages:

(a) Worker's Compensation: minimum statutory amount;

(b) Commercial General Liability Insurance, including blanket, contractual liability, broad form property damage, personal injury, completed operations, products liability, and fire damage: not less than $2,000,000 Combined Single Limit for both bodily injury and property damage;

(c) All Risk Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage insurance, if applicable: for the full cost of replacement of Tenant's property; and

(d) business interruption insurance.

The insurance policies shall protect Tenant and Landlord as their interests may appear, naming Landlord and Landlord's managing agent and mortgagee as additional insureds, and shall provide that they may not be canceled on less than thirty (30) Days prior written notice to Landlord. Tenant shall furnish Landlord with Certificates of Insurance evidencing all required coverages on or before the Commencement Date. If Tenant fails to carry such insurance and to furnish Landlord with such Certificates of Insurance after a request to do so, Landlord may obtain such insurance and may collect the cost thereof from Tenant.

Section 7.03. Tenant's Liability and Indemnification.

(a) Tenant shall not be liable for any damage to the Real Property, the Building, the Common Areas, or the Premises or any part thereof caused by fire or other insurable hazards, regardless of the cause thereof (except to the extent the same is the result of the negligent act(s) of Tenant), and Landlord hereby expressly releases Tenant from any and all liability for such damages or loss.

(b) Tenant shall be liable for, and Tenant agrees to indemnify, to hold harmless, and to defend Landlord, each member of Landlord, and each employee and agent of Landlord from and against any loss, liability, or damages incurred in connection with or arising from any of the following: (1) any act or neglect of Tenant and any person coming on the Premises or the Common Areas by the license of Tenant, express or implied, (2) any damage to the Premises, (3) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant of any term, covenant, or provision of this Lease, or any law, ordinance, or governmental requirement of any kind, and (4) any loss of or damage or injury to any person (including death resulting therefrom) or property occurring in, on or about the Premises, regardless of cause, except for any loss or damage covered by Landlord's all risk coverage insurance as provided in Section 7.01 and except for that caused solely and directly by Landlord's negligence. Tenant shall, at its own expense, defend any lawsuits with respect to claims for loss, liability or damages against which the foregoing indemnity applies and shall pay any judgments which result from the lawsuits. As used in this Section, "*lawsuits*" includes arbitration proceedings and administrative proceedings and all other governmental and quasi-governmental proceedings, and "*liabilities*" includes the fees and disbursements of attorneys and witnesses. This Section shall survive the expiration or earlier termination of this Lease.

Section 7.04. Landlord's Liability and Indemnification.

(a) Landlord shall not be liable to Tenant for (1) damage to person or property sustained by Tenant by any occupant of the Premises, or by any other person, resulting directly or indirectly from any act or neglect of any tenant, occupant, or visitor (specifically excluding agents or employees of Landlord acting in the course and scope of their employment) on or about the Common Areas or the Premises, or any part thereof, (2) any damage or loss to fixtures, equipment, merchandise or other personal property of Tenant or any occupant of the Premises or any part thereof located anywhere in or on any part of the Common Areas, the Building, or the Premises caused by fire, leak or flow of water, explosion, sewer backup, breakage, leakage, obstruction, or other defect of the pipes, sprinklers, wires, plumbing, air conditioning or lighting fixtures, acts of God, public enemies, injunction, riot, strike, insurrection, war, court order, steam, rain or from any cause beyond Landlord's control, or any other insurable hazards, regardless of the cause thereof, (3) the theft or misappropriation of any personal property belonging to Tenant or any occupant of the Premises that is in or on any part of the Common Areas, the Building, or the Premises, (4) any damage or loss resulting from business interruption at the Premises arising out of or incident to the occurrence of any of the perils that can be covered by a business interruption insurance policy, or (5) any act or neglect of Tenant or any other tenant or occupant of the Building or of any other person, unless such damage, injury or death is directly and solely the result of Landlord's negligence; and Tenant hereby releases Landlord from any and all liability for such damages or loss.

(b) Landlord shall be liable for, and Landlord agrees to indemnify, to hold harmless, and to defend Tenant, each partner of Tenant, and each employee and agent of Tenant from and against any loss, liability, or damages incurred in connection with or arising from any of the following: (1) the use or occupancy of the Building and Real Property by Landlord or any person claiming under Landlord; (2) any acts, omissions, or negligence by Landlord or any person claiming under Landlord; (3) any breach, violation or non-performance by Landlord or any person claiming under Landlord of any term, covenant or provision of this Lease, or any governmental requirement of any kind; or (4) any injury or damage to person, property, or business of Tenant, its employees, agents, or any other person entering upon the Building or the Real Property under the express or implied invitation of Landlord, except for that caused solely and directly by Tenant's negligence. Landlord shall, at its own expense, defend any lawsuits with respect to claims for loss, liability or damages against which the foregoing indemnity applies and shall pay any judgments which result from the lawsuits. As used in this Section, "*lawsuits*" includes arbitration proceedings and administrative proceedings and all other governmental and quasi-governmental proceedings, and "*liabilities*" includes the fees and disbursements of attorneys and witnesses. This Section shall survive the expiration or earlier termination of this Lease.

Article 8. Damage to or Destruction of the Premises; Condemnation

Section 8.01. Damage to or Destruction of the Premises. In the event of total or partial destruction of the Building or the Premises by fire or other casualty, Landlord agrees to promptly restore and repair same; *provided, however*, that Landlord's obligation hereunder shall be limited to the reconstruction of such of the tenant finish improvements as were originally required to be made by Landlord, if any. Rent shall proportionately abate during the time that the Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Premises are (a) so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) Days from the casualty date or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, Landlord may, upon thirty (30) Days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing.

Section 8.02. Eminent Domain. If all or any substantial part of the Building or the Common Areas shall be taken by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date that actual possession thereof is so taken. If all or any part of the Premises shall be taken by the exercise of eminent domain so that the Premises shall become unusable by Tenant for the Permitted Use, Tenant may terminate this Lease as of the date that actual possession thereof is so taken by giving written

notice to Landlord. All damages awarded shall belong to Landlord; *provided, however*, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

Article 9. Subordination; Estoppel Certificates

Section 9.01. Subordination. This Lease is and shall be subject to and subordinate to any and all mortgages now existing upon or that may be hereafter placed upon the Building and/or the Real Property, to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof, and to the lien of any such mortgages to the full extent of all sums secured thereby. This provision shall be self-operative, no further instrument of subordination shall be necessary to effectuate such subordination, and the recording of any such mortgage shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording. In confirmation of such subordination, Tenant shall, on request of Landlord or the holder of any such mortgage, execute and deliver to Landlord within ten (10) Days any instrument that Landlord or such holder may reasonably request, provided that the same contains language substantially similar to that set forth within the next following paragraph; and, to this end, Tenant acknowledges that such instrument may also require certain additional affirmative obligations be undertaken by Tenant not heretofore set forth within this Lease, such as the obligation of Tenant to notify the mortgage company granting the nondisturbance agreement described in the next following sentence in the event of a default by Landlord under this Lease. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease will not be barred, terminated, cut off or foreclosed, nor will the rights and possession of Tenant thereunder be disturbed, if Tenant shall not then be in default in the payment of rental or other sums or be otherwise in default under the terms of this Lease, and Tenant shall attorn to the purchaser at such foreclosure, sale or other action or proceeding.

Section 9.02. Estoppel Certificates by Tenant. Tenant shall, within ten (10) Days after written request of Landlord, execute, acknowledge, and deliver to Landlord or to Landlord's mortgagee, proposed mortgagee, or proposed purchaser of the Building and/or the Real Property or any part thereof, a certificate certifying the following: (a) that this Lease is unmodified and is 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 modifications); (b) the dates, if any, to which Base Rent, Additional Rent, and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default that has not been cured, except as to defaults specified in said certificate; (d) that there are no liens, charges, or offsets against Rent of any type due or to become due, except as specified in said certificate; and (e) such other matters reasonably requested.. Any such certificate may be relied upon by any prospective purchaser or mortgagee of the Premises or any part thereof or any interest therein.

Article 10. Assignments and Subletting

Section 10.01. Sale of the Real Property and/or the Building. If Landlord shall sell, assign, transfer or convey the Real Property and/or Building, such sale, assignment, conveyance or transfer shall be subject to this Lease, and Tenant shall look to the assignee or transferee of Landlord's interest in this Lease for the performance of Landlord's obligations hereunder, and Landlord shall, from and after such assignment or transfer, be relieved and discharged from any and all liabilities and obligations under this Lease. Landlord shall send notice to Tenant of any such sale, assignment, transfer, or conveyance at least thirty (30) Days prior to the date that the next Base Rent and/or Additional Rent shall be due.

Section 10.02. Assignments and Subletting by Tenant.

(a) Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, (1) assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it, (2) allow any transfer by operation of law, (3) sublet the Premises or any part thereof, or (4) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. Any attempted or purported transfer or assignment of this Lease or any of Tenant's interest

hereunder and any attempted or purported subletting or grant of a right to use or to occupy all or a portion of the Premises in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, sublessee, or occupant. For purposes of this Section, the sale or transfer by Tenant of all or substantially all of its assets, the sale or transfer of a controlling interest in Tenant's stock to a previously unaffiliated entity, or the merger or consolidation of Tenant with a previously unaffiliated entity shall be considered an assignment.

(b) Without in any way limiting Landlord's right to refuse to consent to any assignment or subletting of this Lease, Landlord reserves the right to refuse to give such consent if, in Landlord's opinion (1) the Premises are or may be in any way adversely affected, (2) the business reputation of the proposed assignee or subtenant is unacceptable, or (3) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations under this Lease. Landlord further expressly reserves the right to refuse to give its consent to any subletting if the proposed Rent is to be less than the then current Rent for similar premises in the Building.

(c) If this Lease is assigned, or if the Premises or any part thereof is sublet to or occupied by anybody other than Tenant, with the consent of Landlord, Landlord may, after default by Tenant, collect Rent from the assignee, subtenant or occupant and apply the net amount collected to the Base Rent and Additional Rent reserved in this Lease, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of Tenant's covenants contained in the Lease or the acceptance of such assignee, subtenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. In the event a sublease or assignment is made with Landlord's prior written consent, as herein provided, Tenant shall pay Landlord a charge of $500.00 as reimbursement for necessary legal and accounting services required by Landlord to accomplish such assignment or subletting. Said amount shall be deemed to be Additional Rent under the terms of this Lease. Unless released in writing by Landlord, any Guarantor of the lease shall remain liable in the event of an approved assignment.

(d) Tenant irrevocably assigns to Landlord, for security purposes, all Rents and other payments becoming due to Tenant under any sublease by Tenant of the Premises or any part thereof. Landlord, as assignee and attorney-in-fact for Tenant, or a receiver appointed on Landlord's application, may collect such Rents and other payments and apply them toward Tenant's obligations under this Lease; *provided, however*, that (1) such right shall be in addition to any other remedies provided herein or by law or in equity and (2) such collection or application shall not be deemed a novation or release of Tenant from further performance of its obligations under this Lease. If the Premises are sublet or assigned in full at a Base Rent higher than the Base Rent required to be paid by Tenant, one hundred percent (100%) of any Rent in excess of the Rent hereunder or any profits collected by Tenant from any subtenant or assignee shall be paid by Tenant to Landlord, after deducting Tenant's costs of subletting.

Article 11. Default; Remedies

Section 11.01. Events of Default. Each of the following shall be deemed to constitute an event of default ("*Event of Default*") under this Lease:

(a) if Tenant shall make default in the payment of Base Rent, Additional Rent, or any sum due hereunder and such default shall continue for ten (10) Days; or

(b) if default shall be made in any of the other covenants, agreements, conditions, or undertakings herein contained to be kept, observed, and performed by Tenant, and such default shall continue for thirty (30) Days after notice thereof in writing to Tenant, unless such non-monetary default cannot reasonably be cured within said thirty (30)-Day period and Tenant thereafter diligently pursues to cure such default; or

(c) if Tenant shall file a petition in voluntary bankruptcy under the Federal Bankruptcy Act or similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or if Tenant shall fail to obtain a vacation or stay of involuntary proceedings within ninety (90) Days, as hereinafter provided, or if Tenant shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Tenant or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of Tenant or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of Tenant or the major part thereof in any involuntary proceedings for reorganization, dissolution, liquidation, or winding up of Tenant and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise within ninety (90) Days; or

(d) if Tenant shall make an assignment for the benefit of its creditors or shall vacate or abandon the Premises; or

(e) if Tenant shall cease operation of its business on the Premises for a period of over thirty (30) Days (unless such cessation occurs as a result of a fire or other casualty, or a total or partial condemnation, as described in Article 8 of this Lease); or

(f) if Tenant shall be in default on any mortgage secured by or affecting the Premises beyond any applicable cure periods.

(g) if Tenant does not meet the requirements as outlined in the attached Exhibt F Economic Development and Real Estate Purchase Agreement with the City of Dublin and causes Landlord to incur penalties, costs, attorneys fees, etc., then Tenant shall reimburse Landlord for all of its costs due to said default

Section 11.02. Remedies. Upon the occurrence of an Event of Default, Landlord, upon ten (10) Days written notice to Tenant in any instance (except where otherwise expressly provided for throughout this Lease), shall have any one or more of the following remedies:

(a) Landlord may, with or without judicial process, enter the Premises, remove all persons therefrom, and take possession of any and all goods, inventory, stock, equipment, fixtures, and all other personal property belonging to or owned by Tenant and situated in, on, or about the Premises, without liability for trespass or conversion; and Landlord, or its agents, may thereafter sell all or any part thereof at public or private sale. Tenant agrees that ten (10) Days prior notice of any such sale shall constitute reasonable notice of the pendency thereof. The proceeds of any such sale shall be applied as follows: *first*, to the payment of all costs and expenses of conducting the sale or caring for or storing said property, including all reasonable attorneys' fees; *second*, toward the payment of any indebtedness owed to Landlord under the terms hereof, including, without limitation, indebtedness for rental that may be or may become due from Tenant to Landlord; and *third*, to pay Tenant any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid.

(b) Upon the occurrence of any Event of Default caused by Tenant's failure to duly perform any of its promises, covenants, or agreements as contained throughout this Lease, Landlord, after giving Tenant thirty (30) Days prior written notice thereof, may cause such promise, covenant, or agreement to be performed on behalf of Tenant, and at Tenant's expense; and Tenant agrees to pay unto Landlord all costs and expenses thereby incurred by Landlord, upon demand, plus interest thereon, at the Default Rate from the date of such performance by Landlord until paid. The foregoing notwithstanding, Landlord may exercise the remedy described in this Section 11.02(b) without prior notice to Tenant, if. in Landlord's reasonable and good faith

judgment, an "emergency" exists. The term "emergency," as used in the preceding sentence, is defined as a circumstance where, if immediate action is not taken, damage to property or injury to persons is likely to occur.

(c) Landlord may elect to terminate this Lease, and the tenancy created hereby, by giving written notice of such election to Tenant, such termination to be effective thirty (30) Days after Tenant's receipt of notice thereof; and, upon the effective date of such termination, Landlord may reenter the Premises, without the necessity of legal proceedings, and may remove from the Premises Tenant (if Tenant is still in possession) and all other persons and all property belonging to or owned by Tenant and may store such property in a public warehouse, or elsewhere, at the cost of and for the account of Tenant, without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

(d) Landlord may apply the Security Deposit toward any sums due and owing.

(e) Landlord may exercise any other legal or equitable right or remedy that it may possess at law or in equity under the terms of this Lease.

Section 11.03. Damages.

(a) If this Lease is terminated by Landlord pursuant to Section 11.02(c), above, Tenant shall nevertheless remain liable for all sums due or to become due for any rent that may be due or damages that may have been sustained prior to such termination, plus all reasonable costs, fees, and expenses, including reasonable attorneys' fees, costs, and expenses incurred by Landlord in pursuit of its remedies hereunder or from time to time in renting or reletting the Premises to others (all such rental, damages, costs, fees, and expenses being referred to herein as "*Termination Damages*"), plus additional damages in an amount equal to the present value (as of the date of such termination) of all rental that, but for the termination of this Lease, would have become due and owing to Landlord during the remainder of the term, less the fair rental value of the Premises, as determined by an independent real estate appraiser selected by Landlord, in which case such damages shall be payable to Landlord in one lump sum. All Termination Damages shall be due and payable immediately upon written demand by Landlord following any termination of this Lease pursuant to Section 11.02, above, and shall bear interest at the Default Rate from the date of demand until paid. As used in this Section, "*present value*" shall be computed by discounting, to its present value, the rental that would have become due at a discount rate equal to the Prime Rate upon the date of the termination.

(b) If this Lease is terminated pursuant to Section 11.02(c), above, Landlord may from time to time thereafter make such repairs as may be necessary in order to relet the Premises; and Landlord may, but shall not be obligated to, relet the Premises or any part thereof, along or together with other premises, for such term or terms (which may be greater or less than the period that otherwise would have constituted the balance of the term), and on such terms and conditions (which may include concessions or free rent and alterations of the Premises), and for such rental or rentals, and upon such other agreements and conditions, as Landlord, in its sole discretion, may deem advisable; *provided, however*, that all rentals actually received by Landlord for such reletting shall be applied as follows: *first*, to the payment of any sum other than rentals due hereunder, including the penalty for late payment or performance as herein provided; *second*, to the payment of any cost or expense of reletting, including brokerage and reasonable attorneys' fees and the cost of any repairs; *third*, to the payment of any rentals due and unpaid hereunder; and *finally*, the residue, if any, shall be held by Landlord and applied in payment of future rentals as the same may become due and payable hereunder. Tenant shall not be entitled to any credit or offset against any sums due or to become due for rentals or other sums collected by Landlord in such events. If such rentals received from such reletting during any month be less than that agreed to be paid hereunder by Tenant during that month, Tenant shall pay any such deficiency to Landlord, with such deficiency to be calculated and paid monthly. No reentry by Landlord shall be construed as an election to terminate this Lease, unless written notice of such intention is given to Tenant or unless such determination be decreed by a

court of competent jurisdiction; and Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet the Premises or any failure by Landlord to collect any rental due upon such reletting.

(c) Notwithstanding any prior election not to terminate, Landlord may, at any time subsequent to reentry (as set forth above), elect to terminate this Lease on account of the prior default; and, in the event of such termination, whether subsequent to reentry or contemporaneous therewith, in addition to any other remedy it may have (including, but not limited to Landlord's rights, to enforce collection of any sums due or to become due), Landlord may recover from Tenant all damages it may incur by reason of such default, together with reasonable attorneys' fees, and including all actual costs and expenses incurred in recovering possession of the Premises, and including a sum equal to the excess, if any, of the amount of rent, and charges equivalent to rent, reserved in this Lease for the remainder of the stated term (discounted to present value, as set forth above), plus all other rental, as set forth above, all of which amounts shall be immediately due and payable from Tenant to Landlord, together with interest thereon at the Default Rate, from the date of termination until paid. For the purpose of determining the rental that would be payable by Tenant hereunder subsequent to default, the annual rental for each year of the unexpired term shall be equivalent to the annual Base Rent.

Section 11.04. Landlord's Lien. In addition to any statutory lien for rent in Landlord's favor, Landlord shall have, and Tenant hereby grants to Landlord, a continuing security interest for all rentals and other sums of money becoming due hereunder from Tenant upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper, and other personal property of Tenant situated on the Premises, and such property shall not be removed therefrom without the consent of Landlord until all arrearages in rent, as well as any and all other sums of money then due to Landlord hereunder, shall first have been paid and discharged. Upon the occurrence of an Event of Default under this Lease, Landlord shall have, in addition to any other remedies herein or by law, all rights and remedies under the Uniform Commercial Code, including, but not limited to, the right to sell the property described in this Section at public or private sale upon ten (10) Days' notice to Tenant.

Section 11.05. Tenant's Waiver of Rights. In the event of any termination of the Lease term (or any repossession of the Premises) Tenant, so far as permitted by law, waives the following: (a) any right of redemption, re-entry, or repossession; (b) any right to a trial by jury in any proceeding or in any matter in any way connected with this Lease; and (c) the benefits of any laws now or hereafter in force exempting property from liability for rent or for debt. Except as expressly provided herein, Tenant waives all rights now or hereafter conferred by statute or otherwise to quit, to terminate, or to surrender this Lease or the Premises or any part thereof, or to any abatement, suspension, deferment or reduction of Base Rent, Additional Rent, or any other sum payable by Tenant hereunder.

Section 11.06. Costs and Expenses of Landlord. Tenant agrees to pay in full, on demand, all out-of-pocket costs and expenses of Landlord (including the reasonable attorneys' fees and out-of-pocket expenses of counsel for Landlord) incurred by Landlord in connection with or incidental to collection of amounts due and owing from Tenant to Landlord and the enforcement of Tenant's obligations under this Lease. Tenant's obligations provided for in this Section shall survive any termination of this Lease.

Section 11.07. Remedies Cumulative. Each right, power, and remedy of Landlord provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights, powers, or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all such other rights, powers, or remedies.

Section 11.08. Waiver. No failure by Landlord or Tenant to insist upon the strict performance of any term hereof or to exercise any right, power, or remedy consequent upon a breach thereof, and no submission by Tenant or acceptance by Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights of Landlord and Tenant with respect to any other then existing or subsequent breach. No foreclosure, sale, or other proceeding under any mortgage with respect to the Premises shall discharge or otherwise affect the obligations of Tenant hereunder. In no event shall any purported waiver by Landlord be effective unless stated in writing by Landlord.

Section 11.09. Limitation on Landlord's Liability. If Landlord fails to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant, as a consequence thereof, recovers a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title, and interest in and to the Building and the Real Property for the collection of such judgment; and Tenant further agrees that no other assets of Landlord, or of any member of Landlord, shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Article 12. Quiet Enjoyment

Section 12.01. Landlord's Covenant. Upon payment by Tenant of the Rent herein provided, and upon the observance and performance of all covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and any mortgage or deed of trust to which this Lease is subordinate.

Section 12.02. Tenant's Covenant. Tenant hereby acknowledges and agrees that Landlord has specifically relied upon the identity and skill of Tenant in entering into this Lease with Tenant. Tenant recognizes that its use of the Premises in compliance with the provisions of Article 3 of this Lease, regarding the conduct and continuous operation of Tenant's business in the Premises throughout the term of this Lease, forms a material inducement to Landlord, and Tenant specifically covenants that it will strictly adhere to these provisions. Any ambiguities in Article 3 shall be construed against Tenant and in favor of Landlord. Tenant further acknowledges and agrees that any indebtedness from Tenant to Landlord existing as of the date of this Lease shall be deemed Additional Rent hereunder, and Tenant's commitment and obligation to pay all such indebtedness as Additional Rent under this Lease has formed an additional necessary consideration to Landlord in entering into this Lease and in hereby granting Tenant the right to use the Premises as set forth herein.

Article 13. Miscellaneous

Section 13.01. Security Deposit. Landlord requires and hereby acknowledges receipt of the Security Deposit, which may be applied as set forth in Section 11.02(d), above. The Security Deposit, less the cost of repair for damage to the Premises (normal wear and tear excepted), will be returned to Tenant at the end of the Lease Term.

Section 13.02. Force Majeure. Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including, but not limited to, work stoppages, boycotts, slowdowns or strikes, shortages of materials, equipment, labor, or energy, unusual weather conditions, or acts or omissions of governmental or political bodies.

Section 13.03. Real Estate Commissions. Landlord and Tenant warrant and represent to each other that the only real estate brokers involved in the negotiation and execution of this Lease are the Brokers. Landlord and Tenant each agree to indemnify, hold harmless, and defend the other from any and all liability for the breach

of this representation and warranty on its part and to pay any compensation to any other broker or person who may be entitled thereto.

Section 13.04. Notices and Consents. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.01. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, (b) sent by facsimile, with written confirmation by overnight or first class mail, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such facsimile notice, (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, (d) sent by certified United States Mail, return receipt requested, in which case notice shall be deemed delivered on the third (3rd) business day after the notice is post marked, or (e) sent by e-mail, with written confirmation by overnight or first class mail, in which case notice shall be deemed delivered upon transmission of such e-mail notice. Any notice sent by facsimile, e-mail or personal delivery and delivered after 5:00 p.m. Columbus, Ohio time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Section 13.05. Memorandum of Lease. Neither party shall record this instrument. However, either party may prepare a Memorandum of Lease setting forth the Lease Term, renewal options, options and preferential rights to purchase, and the legal description of the Premises and referencing to this Lease, which document shall be prepared in recordable form, executed by the parties, and at the option and expense of either party filed of record in the Office of the Franklin County Recorder for the purpose of giving public notice of the existence of this Lease.

Section 13.06. Amendment. Neither this Lease nor any provision hereof may be amended, modified, waived, discharged, or terminated orally, but only by an instrument in writing duly signed by or on behalf of Landlord.

Section 13.07. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof, superseding all negotiations, prior discussions, and prior agreements and understandings relating to such subject matter, and no course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any term expressed herein. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between Landlord and Tenant.

Section 13.08. Construction. All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as covenants, as though the words specifically expressing or importing covenants and conditions were used in each separate instance. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Lease, including any exhibit hereto, this Lease shall be construed as if drafted jointly by Landlord and Tenant, and no presumption or burden of proof shall arise favoring or disfavoring either party hereto by virtue of the authorship of any of the provisions of this Lease.

Section 13.09. Binding Effect. This Lease, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 13.10. Severability. Whenever possible each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but, if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

Section 13.11. Governing Law; Jurisdiction and Venue. This Lease shall be deemed to be made under and shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance, but without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease may be brought against a party only in the Franklin County, Ohio, Court of Common Pleas, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio; and each party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein, and agrees that process may be served on it anywhere in the world.

Section 13.12. Captions. The captions at the beginnings of the several articles and sections of this Lease are not any part of the context hereof, but are merely guides or labels to assist in identifying those articles and sections.

Section 13.13. Counterparts. This Lease may be executed in multiple counterparts, each of which is identical and each of which shall be deemed to be an original; and all such counterparts together shall constitute but one instrument.

Section 13.14. Guaranty of Lease. To induce Landlord to make this Lease, the Guarantor(s) shall enter into a Guaranty substantially in the form of Exhibit F hereto (the "Guaranty"), which Guaranty shall jointly and severally guaranty the payment and performance of all Tenant's duties and obligations under this lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

Landlord:

NAME OF DBS ENTITY, LLC
an Ohio limited liability company

By:_____

_____
(Name—Printed) (Title)

Tenant:

COMMAND ALKON, INC.
a Delaware Corporation

By:_____

_____
(Name—Printed) (Title)

STATE OF OHIO :
:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by _____, as _____ of **[DBS ENTITY]**, an Ohio limited liability company, on behalf of the company.

[Notarial Seal]

_____
Notary Public
My commission expires:_____

STATE OF OHIO :
:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by _____, as _____ of Command Alkon, Inc., a Delaware Corporation, on behalf of the Corporation.

[Notarial seal]

_____
Notary Public
My commission expires:_____

EXHIBIT A

Real Property

EXHIBIT B

Premises

EXHIBIT C

Landlord's Work

EXHIBIT D

Tenant's Work

EXHIBIT E

Rules and Regulations

1. No tenant shall make or permit to be made any use of the Premises or Common Areas, or any part thereof, which would violate any covenants, conditions, restrictions, condominium declaration, or rules and restrictions of any condominium owners' association to which Landlord or the Real Property are subject.

2. The Common Areas shall not be obstructed or used for any purpose other than ingress and egress, unless otherwise designated by Landlord. The roof is not for the use of any tenant or the general public, and Landlord shall in all cases retain the right to control and prevent access thereto.

3. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord's standard window coverings, without Landlord's prior written approval. Neither the interior nor the exterior of any windows shall be coated, covered or otherwise sun screened without written consent of Landlord.

4. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Premises, the Building, the Real Property or in the Common Areas, including the parking area, without the prior written consent of Landlord. In the event of a violation of the foregoing by any

tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant.

5. Except with respect to signage as described in the Lease, no tenant shall not display, inscribe, print, paint, maintain, or affix on any place in or about the Building, the Premises, the Common Areas or on the Real Property any notice, legend, direction, figure, or advertisement, except on the doors of the Premises, and then only such name(s) and matter, and in such color, size, place, and materials as shall first have been approved by Landlord, which approval shall not be unreasonably withheld. The listing of any name other than that of the occupying tenant, whether on the doors of the Premises or otherwise, shall not operate to vest any right or interest in the Lease or in the Premises or be deemed to be the written consent of Landlord, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to such tenant.

6. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be disposed of therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.

7. No tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the Building (except for nails for the display of artwork or whiteboards). No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct. Landlord shall direct electricians as to where and how telephone or data cabling are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

8. No birds or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Premises.

9. Tenant shall not store any items or goods outside of the Premises.

10. No cooking shall be done or permitted by any tenant on the Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees. No tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from the Premises.

11. No tenant shall make, or permit to be made any unseemly, excessive or disturbing noises or vibrations, or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.

12. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Real Property, including the Premises, any firearm or any explosive, radioactive or infectious substances (other than medical waste generated in the ordinary course of business), or any other extra hazardous material or device. Each tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

13. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made to existing locks or the mechanism thereof. Each tenant must upon the termination of his tenancy, restore to the Landlord all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

14. All removals or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours that Landlord shall reasonably determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be done upon prior notice to Landlord and under Landlord's supervision, and the persons employed by any tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

15. No tenant shall purchase janitorial or maintenance or other like services, from any person or persons not approved by Landlord. Any persons employed by any tenant to do janitorial work or other work in the Premises shall, while on the Real Property and outside of the Premises, be subject to and under the control and direction of Landlord (but not as an agent or servant of Landlord), and tenant shall be responsible for all acts of such persons.

16. Canvassing, soliciting and peddling on the Real Property are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

17. All office equipment of any electrical or mechanical nature shall be placed by tenant in the Premises in settings that will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

18. No air-conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.

19. The scheduling of tenant move-ins shall be before or after normal business hours and on weekends, subject to the reasonable discretion of Landlord.

20. The Building is a smoke-free Building. Smoking is strictly prohibited on the Real Property, except in areas designated as a smoking area by Landlord. Tenants and their employees, representatives, contractors or invitees shall not throw cigar or cigarette butts or other substances or litter of any kind on or about the Real Property, except in receptacles for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of $50.00 per violation by any tenant or its employees, representatives, contractors or invitees, of this smoking policy.

21. Tenants will insure that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

22. Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles. Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space without the express written permission of Landlord. Tenant, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Building, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles except to the extent arising out of the negligence or willful misconduct of Landlord, the managing agent or any of their respective partners, directors, officers, agents or employees.

23. It is Landlord's desire to maintain in the Building and Common Areas the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high

standard should be reported directly to Landlord. The Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building and Common Areas, and for the preservation of good order therein.

EXHIBIT F

Economic Development and Real Estate Purchase Agreement

Draft

EXHIBIT D

Form Deed

Portion above reserved for State of Ohio Auditor, Engineer and Recorder's Offices use

LIMITED WARRANTY DEED

(R.C. § 5302.07)

KNOW ALL PERSONS BY THESE PRESENTS THAT THE **CITY OF DUBLIN, OHIO** ("GRANTOR"), an Ohio municipal corporation, whose tax mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017, for good and valuable consideration given by **DUBLIN BUILDING SYSTEMS, INC. ("Grantee")**an Ohio for profit corporation, whose mailing address is 6233 Avery Road, Dublin, Ohio 43016, the receipt and sufficiency of which is hereby acknowledge, does forever grant in fee simple title with all limited warranty covenants under section 5302.08 of the OHIO REVISED CODE, subject to easements, conditions, and restrictions of record, to Grantee, and Grantee's successors and assigns, the following described real property:

Prior Instrument number: _____ of the official records of Franklin County, Ohio.

Split from Parcel Number: _____
Address: _____

The grant of the Property is subject to easements, conditions, covenants, restrictions and reservations of record, zoning ordinances and legal highways, and real estate taxes and assessments not yet due and payable.

This conveyance is further subject to all conditions, covenants and restrictions set forth in that certain Economic Development and Real Estate Purchase Agreement dated _____, 2014 by and between Grantor and Grantee and recorded with the official records of Franklin County, Ohio.

CITY OF DUBLIN, OHIO

By: _____

Its: _____

Date: _____

{ACKNOWLEDGEMENT ON THE FOLLOWING PAGE}

STATE OF _____ :
: ss.
COUNTY OF _____ :

BE IT REMEMBERED, that on the ___ day of _____, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Marsha Grigsby, City Manager for the City of Dublin, on behalf of **CITY OF DUBLIN, OHIO,** an Ohio municipal corporation, who acknowledged the foregoing instrument to be her voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

_____
NOTARY PUBLIC

My Commission expires: _____

This Instrument Prepared By:
Philip K. Hartmann, Esq.
Frost Brown Todd LLC

0127206.0607928 4827-1433-3725v1

EXHIBIT E

Farmer's Lease

City of Dublin

City of Dublin
Requests Bids for
The Rental of Land for Farming/Agricultural Purposes

Section I

Intent and Purpose

It is the intent of this document to solicit bids for the purpose of renting 96.324(+/-) tillable acres of land to a qualified individual for the purpose of planting, maintaining, and harvesting crops, only. The City owns 88.73 (+/-) tillable acres that it desires to rent to the highest bidder for those reasons previously stated. A description of the land and location is attached as Exhibit A.

Section II

General Requirements

1. The successful bidder will be permitted to access the land via Houchard Road, as needed, to prepare the land, plant, maintain, and harvest crops.

2. The successful bidder shall only have access to those acres described in Exhibit A. The successful bidder shall in no way materially alter the land other than for the purpose of preparing soil and harvesting crops

3. The successful bidder will farm the land using sound and accepted farming practices.

Section III

Payment/Cost

The successful bidder will pay the City the cost per acre as submitted on the bid form in the following installments:

25% of total cost prior to start
75% of total cost due no later than December 1, 2013

Section IV

Insurance and Indemnification

1. Insurance. The following insurance requirements are designed to protect the City of Dublin from liability imposed on the City for use of property under the City's

ownership or control. Below are minimum insurance requirements which shall be maintained by the successful bidder during the contract period:

A. Secure and maintain, at its own expense, Commercial General Liability Insurance on an "occurrence" basis with liability limits in the minimum amounts of $1,000,000.00 per occurrence covering Personal Injury, Bodily Injury and Property Damage. The City of Dublin shall be added as an "Additional Insured".

B. Cancellation Notice. Commercial General Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

City of Dublin
Attn: Risk Management Specialist
6555 Shier Rings Road
Dublin, Ohio 43016

C. Hold harmless/Indemnification Agreement, Exhibit "B," signed by the successful bidder in the form provided by or approved by the City.

D. Depending on the nature of the successful bidder, the City may require any or all of the following additional coverages:

1. Worker's Compensation Insurance in accordance with all applicable statues in the State of Ohio.
2. Secure and maintain, Motor Vehicle Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence.

The City may deny use or declare a contract void if the successful bidder fails or refuses to meet these insurance requirements.

Section V

Bidding Process

1. Bidders shall submit their bids using the Bid Form attached here to as Exhibit "C." The completed Bid Form must be placed in a sealed envelope marked "Cosgray Land Rental Bid" and addressed to Mr. Fred Hahn, Director of Parks & Open Space, City of Dublin, 6555 Shier Rings Road, Dublin, Ohio 43016-8716. Bids must be submitted no later than 11:00 a.m. (local time) on Thursday, February 21, 2013 at the City of Dublin Service Center, 6555 Shier Rings Road, Dublin, Ohio.

2. Bids will be opened and publicly read at 11:00 a.m. (local time) on Thursday, February 21, 2013 at the City of Dublin Service Center, 6555 Shier Rings Road, Dublin, Ohio.

3. Bidders are to specify the crop to be planted. Should the successful bidder desire to plant a crop different than otherwise specified on Exhibit C at the time of submittal, he shall notify the City prior to planting.

4. A signature page is enclosed as Exhibit "D" and will be executed between the City and the successful bidder. Upon execution of Exhibit "D," these specifications, the successful bidder's Bid Form and submitted proof of insurance will serve as the contract documents.

Section VI

Contract Terms

1. The rental period will be effective immediately upon execution of Exhibit "D" and shall end December 1, 2013.

2. The City's 2% income tax is applicable on the successful bidder's net profit and on any wages paid to employees conducting work on the premises.

3. The successful bidder shall provide the City with the name, address and phone number of an individual who shall serve as the successful bidder's point of contact to the City.

4. The City reserves the right to sell and/or develop the land to be rented or cause the farming of the land to be rented to cease at any point. Should the City exercise this option, the City agrees to pay current and fair market value to the successful bidder for crops that have been planted and not yet harvested. Additionally, should the City exercise this option, after crops have been planted and during the growing season the successful bidder shall not be required to pay the per acre rental fee for those acres affected.

5. Should additional acreage owned by the City become available for farming, the successful bidder shall be given the right of first refusal. The cost to the successful bidder for any additional acreage shall be the same cost as awarded under this original bid. Farming rights on additional land shall be granted via letter signed by both parties.

6. Should the City or its agents or interested parties access the site for any purpose and cause damage to crops, the successful bidder shall be reimbursed for damages. Costs for damage shall be calculated based upon the current market rate at the time the damage was caused. It shall be the intent of the City to minimize access to the site.

7. The City will provide a renewal option as follows:

   "Upon mutual agreement between the City and the successful bidder, the successful bidder may be awarded a renewal of this contract annually, up to an additional two (2) years beyond the initial one year contract, for a total of three (3) years. Such a renewal will be based upon the terms and conditions of the original specifications/contract. Modifications to the original specifications/contract may be made upon mutual written agreement by both parties. Any annual renewal shall be executed in writing."

8. The City hereby agrees to extend a grace period to the successful bidder for the removal of crops should weather related circumstances not allow removal prior to December 1. This grace period is not intended to be extended beyond March 1 except under extreme conditions. The successful bidder must request the grace period from the City, in writing, no later than December 1 of the year of the contract or any extended terms.

[Rest of page left intentionally blank]

Exhibit A
Description of Land

USDA United States Department of Agriculture Farm Service Agency FSA

Farm Number 6520

Tract Number 11720

Dec 08, 2011

Ohio Union

Talk to Greg

18000 SR 4, Suite A
Marysville, OH 43040
Ph: 937-642-6741
Fax: 937-642-3556

Legend

Wetland Determination Identifiers

- Limited Restrictions
- Exempt from Conservation Provisions
- Restricted Use
- CLU field boundary

CRP

Road

HEL Highly Erodible Land

NHEL Non-Highly Erodible Land

UHEL Undetermined

1 inch equals 478.405411 feet

All of the below are true unless otherwise indicated

All crops=Non-Irrigated
All crops used for grain
Wheat=SRW
Corn=Yellow
Soybeans=COM

USDA FSA maps are for FSA Program administration only. The map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the 2010 (cont) certified imagery for Ohio. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on the data outside of FSA Programs.

Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRCS.

Exhibit B

Indemnity/Hold Harmless Agreement

To the fullest extent by law, the undersigned agrees to indemnify and hold the City of Dublin (City), its respective officers, agents, and employees and volunteers harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness, or disease (including death result at any tie therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the successful bidder, or anyone acting in its behalf in connection with or incident to the (successful bidder) Rental of Land for Farming/Agricultural Purposes, _____, except that the successful bidder shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the successful bidder shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commence thereunder. And the successful bidder shall pay any and all judgements which may be recovered in any suit, action or proceeding, and any and all expense, including but not limited to costs, attorney's fees and settlement expenses which may be incurred therein.

Name: William Thomas + Robert Thomas

Authorized Signature: William M. Thomas + Robert Thomas

Address: 5510 Classics Ct ; Dublin, Ohio 43017

Phone: (614) 889-1187

Date: March 13, 2013

Exhibit C

Bid Form

Crop to be planted: Corn + Soybeans

Rental cost per acre (in figures): $287.00 per tillable acre

Rental cost per acre (in words): Two hundred and eighty-seven dollars/t.llable ac

Bidder's Name: William Thomas + Robert Thomas

Bidder's Address: 5510 Classics Ct.

Dublin, Ohio 43017

Bidder's Phone Number: (614) 578-2547 (Bill's) + (614) 578-9883 (Bob's)

Bidder's Signature: William Thomas + Robert Thomas

Exhibit D

Signature Page

By signing below the parties to this Agreement acknowledge the successful completion of the bid process and enter into a Contract as required in the specification document.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on April 8, 2013.

THE CITY OF DUBLIN

By: _____
Marsha Grigsby
City Manager

NOTARIAL SEAL
JENNIFER L. DELGADO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
January 02, 2018

Notary Public: _____

Approved as to form:

_____
Law Director

By: William M. Thomas
Robert Thomas
W. Iliam M. Thomas

Printed Name: Robert Thomas

Title: _____

Notary Public: _____

KAWAL J. SINGH
Notary Public, State of Ohio
My Commission Expires July 12, 2014

Date: _____

APPROVAL OF DEPARTMENT/DIVISION HEAD
MANAGING CONTRACTOR/SERVICE

Division Head: _____ Date: 4-1-13

February 13, 2014

City of Dublin
Parks & Open Space
6555 Shier Rings Road
Dublin OH 43016

To whom it may concern:

We, Robert Thomas and William Thomas, would like to extend our rental agreement for the second year with the City of Dublin for the land located on Houchard Road.

William Thomas
William Thomas

Robert Thomas
Robert Thomas

City of Dublin
Parks & Open Space
FEB 18 2014
RECEIVED

Exhibit C

Bid Form

Crop to be planted: Soybeans

Rental cost per acre (in figures): $287.00 per tillable acre

Rental cost per acre (in words): Two hundred and eighty-seven dollars/tillable acr.

Bidder's Name: William Thomas + Robert Thomas

Bidder's Address: 5510 Classics Ct.
Dublin, Ohio 43017

Bidder's Phone Number: (614) 578-2547 (Bill's) + (614) 578-9883 (Bob's)

Bidder's Signature: William Thomas + Robert Thomas

City of Dublin
Parks & Open Space
FEB 18 2014
RECEIVED

City of Dublin

February 13, 2014

William Thomas/Robert Thomas
5510 Classics Ct
Dublin, OH 43017

Parks & Open Space
6555 Shier Rings Road
Dublin, Ohio 43016

phone 614.410.4700

www.dublinohiousa.gov

Dear William/Robert,

If you are interested of renewing your lease agreement please submit your letter of interest. Also, if you could please complete an updated bid proposal which is enclosed and submit the letter of interest, I will forward for approval.

If you have any questions, please feel free to contact me at 614-410-4710.

Sincerely,

Marja Keplar, CAP-OM, CTA
Administrative Assistant

Enclosures

City of Dublin
Parks & Open Space
FEB 18 2014
RECEIVED