City of Dublin

Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017
Phone: 614.410.4400 • Fax: 614.410.4490

Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: January 4, 2018

Initiated By: Donna Goss, Director of Development
Vince Papsidero, FAICP, Director of Planning

Re: Ordinance 01-18 - Proposed Acquisition of 5555 Perimeter Drive

Background

In an effort to meet the needs of the community better, provide greater community access to its operating departments, divisions and support staff, and achieve efficiencies in work processes and communication, the City has undergone organizational re-structuring over the course of the last three years. To accommodate these changes, some City facilities have required modifications. Most recently, expansion and renovation has taken place both at the Justice Center and the Service Center.

Over the course of the last year, the City has reviewed the practicality of renovating the 5800 Shier Rings Road facility, which currently houses its Department of Development, while also reviewing maintenance and technological upgrades for City Hall and its annex occupied by Communications and Public Information. During this process, the opportunity to acquire property located at 5555 Perimeter Drive became available and offered a unique and unanticipated opportunity to realize the City's long-term vision for the area of Coffman Park while consolidating City operations and facilitating more effective services as the center of municipal government.

Property Information

The property located at 5555 Perimeter Drive, Dublin, Franklin County, Ohio 43017, identified as Parcel No. 273-012333-00, is comprised of approximately 2.58 acres and currently owned by Delta Energy Holdings, LLC. In completing the due diligence process, the City will perform soil and environmental analysis, examine title and survey, and perform any other review processes deemed necessary for the transfer of ownership. The Robert J. Weiler Company has completed an appraisal to validate the purchase price of $4M as fair market value of the property.

A lease agreement is currently in place for a tenant occupying space on a portion of both the first and second floors of the building. The City will maintain an ongoing dialogue with the tenant as planning for the future use of the facility and development of the site is determined.

Next Steps

Further study is required to understand fully the programmatic needs; however, the long-term vision shows potential for two additional buildings to create the municipal complex. Professional services will be obtained through a competitive process to develop a space needs analysis and site development options.

Recommendation

Staff recommends approval of Ordinance 01-18 at the second reading/public hearing on January 22, authorizing the real estate purchase agreement in the amount of $4M for acquisition of 5555 Perimeter Drive for municipal purposes.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc. Form No. 30043

Ordinance No. 01-18 *Passed* _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE AND TRANSFER OF PROPERTY AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH DELTA ENERGY HOLDINGS, LLC FOR THE PURCHASE OF PROPERTY LOCATED AT 5555 PERIMETER DRIVE

WHEREAS, Delta Energy Holdings, LLC ("Delta Energy") is the owner of a certain tract of real property situated in the City of Dublin, County of Franklin and State of Ohio, such real property being approximately 2.576 acres, known as tax parcel 273-012333 and with a commonly known address of 5555 Perimeter Drive (said real property, together with all improvements constructed thereon, and all rights, appurtenances and hereditaments appertaining thereto, shall hereinafter be referred to as the "Premises"); and

WHEREAS, the City is pursuing plans for the relocation, expansion and modernization of its offices currently at 5200 Emerald Pkwy, Dublin, OH 43017, which requires the City to acquire the Premises; and

WHEREAS, the City requested the Robert Weiler Company to conduct an independent appraisal of the Premises and such report confirmed the negotiated purchase price herein is within the appraisal range for the Premises; and

WHEREAS, on December 4, 2017, Dublin's City Council passed Resolution No. 87-17 approving a Letter of Intent outlining the terms for the purchase of the Premises by the City for municipal purposes; and

WHEREAS, it is the desire of the Parties to memorialize the terms of the transfer in this Agreement.

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 City Manager is hereby authorized to execute all necessary documentation, including but not limited to, the Real Estate and Transfer of Property Agreement in substantially the same form as the one attached hereto, with changes not inconsistent with this Ordinance, not substantially adverse to the City, and which shall be approved by the City Manager and Director of Law. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. The Ordinance shall take effect at the earliest date allowed by law.

Passed this _____day of _____, 2018.

_____
Mayor – Presiding Officer

ATTEST:

_____
Clerk of Council

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 87-17 Passed _____, 20_____

A RESOLUTION TO APPROVE A TERM SHEET FOR THE PURCHASE OF PROPERTY LOCATED AT 5555 PERIMETER DRIVE, DUBLIN OHIO 43017 FOR MUNICIPAL PURPOSES.

WHERAS, Delta Energy Holdings, LLC ("Delta") as owner of the property located at 5555 Perimeter Drive ("Property"), desires to sell said Property; and

WHEREAS, the City of Dublin (the "City") desires to purchase this Property for municipal purposes; and

WHEREAS, the Parties have agreed to the Term Sheet, contingent on approval by City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, Delaware, Franklin, and Union Counties, State of Ohio, 6 of the elected members concurring that:

Section 1. Council hereby approves the Term Sheet for the purchase of the Property for Four Million Dollars ($4,000,000).

Section 2. Council directs staff to bring forth a Real Estate Purchase Agreement for the property located at 5555 Perimeter Drive, Dublin Ohio 43017 for first reading at the January 9, 2018 Council meeting.

Section 3. This Resolution shall take effect upon adoption in accordance with 4.04(a) of the Dublin Revised Charter.

Passed this 4th day of December, 2017.

_____
Mayor – Presiding Officer

ATTEST:

_____
Clerk of Council

City of Dublin

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5200 Emerald Parkway • Dublin, OH 43017
Phone: 614.410.4400 • Fax: 614.410.4490

Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: November 30, 2017

Initiated By: Donna Goss, Director of Development
Vince Papsidero, FAICP, Director of Planning

Re: Res. 87-17 - Proposed acquisition of 5555 Perimeter Drive and Municipal Offices Planning Update

Background

Over the last three years, the City has reorganized its operating departments, divisions and support staff to better meet the needs of the community. As a result of grouping together divisions and departments to achieve efficiencies, City facilities have required renovation and expansion. Most recently, the City has accomplished the following:

- Expanded and renovated its Justice Center that houses the Department of Police, Northwest Regional Emergency Communications Center and Municipal Court.
- Expanded and renovated its Service Center to relocate the Engineering Division to the Department of Public Works and to co-locate Events staff with the Parks & Recreation Department administrative staff.

Over the course of the last year, City staff have reviewed the practicality of renovating the 5800 Shier Rings Road facility, which currently houses its Department of Development and the Department of Technology. Based upon a cost benefit assessment, it has been determined that the better use of public funds is in acquiring a new building, instead of investing the significant sum needed to fully rehab and upgrade the 5800 Building.

In addition to this analysis, staff considered a broader strategy to consider the long-term needs of the City relative to office space and location. Issues have been raised regarding the adequacy of City Hall and its space limitations, the long term needs of Parks and Recreation and Events departments, as well as previous planning.

Given this work and an acquisition opportunity that was presented to the City in the past year, staff is recommending the purchase of 5555 Perimeter Drive. This purchase would provide the opportunity to achieve the following:

- Purchase a facility adjacent to existing City-owned property, thereby creating a larger civic campus to serve the community.
- Pursue the realization of the City's 1997 and 2007 Community Plan wherein Coffman Park and adjacent property would serve as the civic/government center for the City of Dublin.

The red outline (approx. 108 acres) shows the Civic Center area as defined in the 1997 Community Plan. The yellow highlighted area shows 5555 Perimeter, the only property not owned by the City.

Plans for the existing facility and redevelopment of the adjacent property would be phased over time. The first objective would be to relocate staff currently occupying City Hall to the 5555 Perimeter building. This would consolidate the Office of the City Manager, Department of Finance, the Office of the Clerk of Council, and City Council. This new complex will facilitate more effective services as the center of municipal government.

While further study is required to fully understand the programmatic needs, the long-term vision shows potential for two additional buildings to create the municipal complex. As conceptualized, an annex would be joined to the existing building to accommodate Council Chambers and meeting space for boards and commissions and other community meetings. A central location in the community with convenience for residents and easy access for visitors is essential.

A second building, located adjacent to the Justice Center, could house staff currently located at 5800 Shier Rings Road to include the Director of Development, Divisions of Economic Development, Planning and Building Standards; and the Department of Information Technology. While exact timing of moves and renovations are yet to be determined, with the addition of these buildings, the opportunity exists to:

- Re-purpose the existing City Hall for use by Recreation Administrative staff currently housed in the Community Recreation Center. Doing so will create additional programming space in the Recreation Center, which is under increasing programmatic pressure, and potentially accommodate additional recreational programming in the existing Municipal Building.
- Consider disposition of 5800 Shier Rings Road for sale or economic development purposes.

The availability of the 5555 Perimeter Drive facility provides a unique and unanticipated opportunity to realize the City's long term vision for the area of Coffman Park while consolidating City operations and facilitating more effective services as the center of municipal government.

Recommendation

Staff recommends approval of Resolution 87-17, including the term sheet and letter of intent for the purchase of 5555 Perimeter Drive for municipal purposes.

TERM SHEET AND LETTER OF INTENT
FOR PURCHASE OF REAL ESTATE

November 30, 2017

Delta Energy Holdings, LLC
Sharon S. Tackett, CEO/Founder

RE: Letter of Intent to Purchase the real property commonly known as 5555 Perimeter Drive, Dublin, Franklin County, Ohio 43017 and identified as a part of Parcel No. 273-012333-00.

Dear Ms. Tackett:

This Letter of Intent will confirm the intentions of the **Dublin City Council** and the **City of Dublin**, ("Buyer") with respect to Buyer's possible purchase of certain real property described below from **Delta Energy Holdings, LLC**, an Ohio limited liability company ("Seller") (collectively, the "Transaction"). The purpose of this Letter of Intent is to serve as a framework for Buyer's proposal for the Transaction and the preparation of formal legal documents.

The proposed Transaction terms set forth in this Letter of Intent ("LOI") reflect the mutual understanding of the matters described in them, but Buyer and Seller acknowledge that the proposed Transaction terms are not intended to create or constitute any legally binding obligation between Buyer and Seller, and that neither Buyer nor Seller shall have any liability to, or duty to negotiate with, the other with respect to the proposed Transaction terms.

1. **Property**: The property is comprised of approximately 2.58 acres, located at 5555 Perimeter Drive, Dublin, Franklin County, Ohio 43017, and is identified as Parcel No. 273-012333-00 (the "Property"). Seller holds good and marketable, indefeasible fee simple title to the Property.

2. **Purchase Price**: The purchase price for the Property shall be Four Million Dollars ($4,000,000) (the "Purchase Price"). The Buyer shall deposit in escrow a nonrefundable Fifty Thousand Dollars ($50,000) that shall be credited to Buyer at closing.

3. **Review Period**: Buyer at is sole cost shall have a period of sixty (60) days from the execution of this LOI (the "Review Period") to perform soil and environmental analysis, examine title and survey, apply for and obtain any and all governmental approvals required for Buyer to conduct its business on the Property, and perform any other due diligence that Buyer deems reasonably necessary in connection with its acquisition of the Property. Buyer shall have the right to terminate the Purchase Agreement prior to the expiration of the Review Period, for any reason or no reason.

4. **Closing**: The "Closing" shall take place not later than fifteen (15) days after the end of the Review Period, as may be extended, subject to the satisfaction of the Contingencies described below in Section 5.

5. **Contingencies**: Buyer's obligation to purchase the Property shall be contingent upon certain conditions, including but not limited to: (i) Buyer's satisfaction of its due diligence investigations; (ii) there being no liens (other than liens for real estate taxes that are not yet due and payable), or leases (other than those in existence as of the date hereof), subleases, or other occupancy agreements encumbering the Property at Closing; (iii) Buyer and the Title Company's satisfaction that Seller has

the power and authority to enter into the Purchase Agreement and to perform its obligations thereunder; and (iv) Dublin City Council approval of the Transaction.

6. **Purchase Agreement**: This Letter of Intent outlines the principal business terms to be incorporated into the Purchase Agreement. The Purchase Agreement will contain such other terms and conditions typical in transactions for the purchase of commercial real estate, including but not limited to representations and warranties by Seller, as may be agreed to by Buyer and Seller.

7. **Broker**: No broker, real estate agent, or finder is due any fee or commission in connection with the Transaction.

8. **Closing Costs**: Closing costs (as applicable) for this transaction shall be paid for as follows: Seller shall pay: (i) all title costs; (ii) the transfer taxes and conveyance fees for the Property; (iii) one-half (1/2) of the escrow agent fees; and (iv) typical Seller prorations. Buyer shall pay: (i) the cost of recording the deed; (ii) the cost of the survey; (iii) one-half (1/2) of the escrow agent fees; and (iv) typical Buyer prorations.

By acknowledging this Letter of Intent in the space provided below, Seller agrees that this Letter of Intent evidences the intent of Buyer and Seller to pursue this transaction according to the foregoing terms. If the foregoing is acceptable, please have an authorized signatory sign this Letter of Intent indicating acknowledgment of, and agreement to its terms, so that we may proceed with the preparation of the Purchase Agreement.

Signatures by electronic transmission shall have the same force and effect as original signatures.

If you have questions, please feel free to contact me at 614-410-4420.

Respectfully,

Dana McDaniel

ACKNOWLEDGED AND AGREED TO:

Delta Energy Holdings, LLC

By: _____

Printed Name: Sharon S. (“Sheri”) Tackett

Title: CEO/Founder

Date: _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter the "Agreement") is made and entered into on the ___ day of _____, 2018 (the "Effective Date") by and between the **CITY OF DUBLIN**, Ohio, an Ohio municipal corporation (the "City"), having an office at 5200 Emerald Parkway, Dublin, Ohio 43017-1006, and **DELTA ENERGY HOLDINGS**, LLC, ("Delta Energy"), 200 S. High Street,, Dublin, Ohio 43017. The City and Delta Energy may hereinafter be referred to individually as a "Party", or collectively as the "Parties."

BACKGROUND INFORMATION

WHEREAS, Delta Energy is the owner of a certain tract of real property situated in the City of Dublin, County of Franklin and State of Ohio, such real property being approximately **2.576 acres**, known as tax parcel 273-012333 and with a commonly known address of 5555 Perimeter Drive, which real property is more fully described in the attached Exhibit "A" (said real property, together with all improvements constructed thereon, and all rights, appurtenances and hereditaments appertaining thereto, shall hereinafter be referred to as the "Premises"); and

WHEREAS, the City is pursuing plans for the relocation, expansion and modernization of its offices currently at 5200 Emerald Pkwy, Dublin, OH 43017 which requires the City to acquire the Premises; and

WHEREAS, the City requested the Robert Weiler Company to conduct an independent appraisal of the Premises and such report confirmed the negotiated purchase price herein is within the appraisal range for the Premises; and

WHEREAS, on December 4, 2017, Dublin's City Council passed Resolution No. 87-17 approving a Letter of Intent outlining the terms for the purchase of the Premises by the City for municipal purposes; and

WHEREAS, it is the desire of the Parties to memorialize the terms of the transfer in this Agreement.

STATEMENT OF AGREEMENT

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

ARTICLE I
SALE, DEPOSIT AND PURCHASE OF THE PREMISES

1. **Sale.** Delta Energy hereby agrees to sell and convey to the City, and the City hereby agrees to purchase and obtain from Delta Energy the Premises. The Parties acknowledge and represent that this conveyance of the Premises is a voluntary transfer.

2. **Deposit.** Upon the execution of this Agreement by the Parties, the City shall deposit with the Title Company the sum of Fifty Thousand Dollars **($50,000.00)** (the "Deposit"). The Title Company shall hold the Deposit in a non-interest-bearing trust account in accordance with the provisions of the Escrow Agreement, attached hereto and made a part hereof as Exhibit "B". Further, Delta Energy and the City agree that the provisions of this Section 2 pertaining to the disposition of the Deposit shall apply as follows: (i) the Deposit shall be applied and deducted from the Purchase Price at the Closing on the Premises as defined hereinafter in Article VIII; (ii) if Delta Energy fails or refuses to perform, or any Contingency is not satisfied or waived by the City, the Deposit shall be returned to the City and neither Party shall have any further liability hereunder; or (iii) if the City fails or refuses to perform its obligations under this Agreement, the Deposit shall be paid to Delta Energy and neither Party shall have any further liability hereunder.

3. **Purchase Price.** The total Purchase Price for the Premises shall be Four Million Dollars **($4,000,000.00)** (the "Purchase Price") which sum shall constitute the entire amount of the compensation due to Delta Energy for the Premises described and depicted in the attached Exhibit "A".

ARTICLE II
CONTIGENCIES

4. **Contingent Agreement.** The Closing in this Agreement shall be completely contingent upon the City's satisfaction or waiver of the contingencies set forth in Article II, Paragraph 5 below (individually, a "Contingency" and collectively the "Contingencies"), within sixty (60) days of the execution of this Agreement (the "Contingency Period"). The date upon which the last of the Contingencies is either satisfied or waived, in accordance with Section 5 or otherwise, shall be referred to as the "Contingency Date".

5. **Contingencies.** The Contingencies are as follows:

   a. Dublin City Council approving an Ordinance to authorize the purchase of the Premises at the Purchase Price and appropriation of sufficient funds for the same; and

   b. The City shall determine that the Premises shall have soil conditions, as determined by engineering tests or studies satisfactory to the City, which without substantial corrective measures, permit construction thereon of additional improvements within and upon the Premises; and

   c. The City shall determine that the Premises shall have drainage conditions acceptable to the City, in its sole discretion; and

   d. The City shall receive a report, prepared by a certified environmental engineer selected by the City, indicating that the Premises (including improvements located thereon) is free of all hazardous wastes, asbestos and substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations; and

e. The City shall have determined, in its sole judgment, that the use and further development of the Premises for the City's intended use as offices is economically and physically feasible.

The City shall pay all expenses relating to or arising out of the Contingencies.

6. **Notice of Satisfaction or Waiver.** The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period, the City gives to Delta Energy written notice of the City's failure to satisfy the Contingencies. Upon delivery of such written notice, this Agreement shall terminate, and thereafter both P shall be fully released from all further liability and obligations hereunder.

ARTICLE III
SUBMISSION MATERIALS

7. **Delta Energy's Cooperation.** Delta Energy shall, within five (5) business day after the Effective Date of this Agreement, submit to the City the following information and/or materials not already provided by Delta Energy, to the extent the same is in the possession of Delta Energy, for use by the City in preparation for the purchase of the Premises:

a. Surveys, site plans, topographical studies, plat maps, property descriptions and all engineering drawings for the utilities and public services servicing the Premises, including, by way of example, but not of limitation, the sanitary sewers, water lines and street improvements for the Premises; and

b. Soils reports for the Premises; and

c. Environmental studies of the Premises; and

d. Copies of the title insurance policies issued upon Delta Energy's acquisition of the Premises.

All materials provided to the City pursuant to this Article III shall be deemed conditional. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Delta Energy upon demand. Delta Energy hereby agrees to reasonably cooperate with the City in all respects during the term of this Agreement, including Delta Energy joining in the execution of any and all reasonable notices, addendums, applications, instruments, licenses and documents contemplated pursuant hereto.

ARTICLE IV
EVIDENCE OF TITLE

8. **Title Commitment.** The City may obtain a commitment (a "Title Commitment") from a title insurance company licensed to do business in the State of Ohio (the "Title Company") to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06) in the full amount of the

Purchase Price of the Premises (the "Title Policy"). The cost of the Title Policy shall be paid by the City. The Title Commitment will be certified to the Effective Date and will include copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment (such standard exceptions are listed on Exhibit "C" attached hereto). On or before the date of Closing, the Title Commitment must show in Delta Energy good and marketable title to the Premises, free and clear of the standard printed exceptions contained in Schedule B of said commitment and the Title Policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following (collectively, the "Permitted Encumbrances"):

a. Those created or assumed by the City (including the Leases of record on the Premises, attached hereto as Exhibit "D"); and

b. Zoning ordinances, legal highways and public rights-of-way which do not interfere with the Premises; and

c. Real estate taxes which are a lien on the Premises but which are not yet due and payable; and

d. Easements and restrictions of record acceptable to the City which do not interfere with the City's anticipated use of the Premises.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Premises, and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Premises. As used herein, Title Company means Multistate Title Agency, LLC, 3300 Great American Tower, 301 East Fourth Street, Cincinnati, Ohio 45202.

9. **Endorsement at Closing.** At the Closing, the Title Company shall provide the City with endorsements to the Title Commitment updating the commitment to the Closing Date and showing no change in the state of the title to the Premises (other than mortgages which shall be released by Delta Energy at the Closing). After the Closing, the Title Company shall issue a final owner's title insurance policy in the amount of the Purchase Price.

10. **Survey.** The City may, at its own expense, obtain a current survey of the Premises. The survey shall include a legal description of the Premises and shall be certified by the surveyor to the City and the Title Company. Subject to the approval of the Title Company, the legal description set forth on the survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. The survey shall be sufficient to waive or insure over any and all questions or survey.

11. **Status of Title; Permitted Encumbrances; Objections.** Up and until fifteen (15) days prior to the Closing Date (the "Deadline for Objections"), the City may provide Delta Energy with written objections to the extent that the Title Commitment reveals matters other than the

Permitted Encumbrances (the "Objections") which constitute a monetary lien or which interfere with the City's use of the Premises for its intended purpose as offices. The City's failure to make written Objections by the Deadline for Objections will constitute a waiver of the City's right to make Objections. Upon the City giving Delta Energy written notice of Objections, Delta Energy may either satisfy the Objections or the City shall waive the Objections five (5) business days prior to the Closing. In the event Delta Energy elects not to cure the Objections, the City may terminate this Agreement by giving written notice of termination to Delta Energy prior to Closing. In the event the Objections are not cured or removed, or in the event Delta Energy cannot provide satisfactory evidence that the Objections will be cured on or before the Closing Date or that satisfactory endorsements to the Title Policy to be issued, the City shall make its election at closing, by written notice to Delta Energy, to either:

a. Accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder; or

b. Terminate this Agreement.

The City's failure to make its election five (5) days prior to Closing shall constitute the City's election to accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder.

ARTICLE V
DEED AND OTHER DOCUMENTS

12. **Deed of Conveyance.** Delta Energy, as grantor, shall convey to City, at the Closing, good and marketable title in fee simple to the Premises by transferable and recordable general warranty deed under O.R.C. 5302.06, signed by all parties necessary, free and clear of all defects, mortgages, easements, restrictions, reservations, conditions, agreements, liens and encumbrances, except as otherwise agreed to herein.

13. **Supplemental Instruments.** Delta Energy agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit "A".

ARTICLE VI
INSPECTION

14. **Tests and Engineering Studies.** During Contingency Period, the City shall, at its sole cost, have the right through the City's associates, employees and/or contractors and agents to enter upon the Premises for the purpose of surveying, inspecting, making contour surveys, temporary excavations, test borings and other purposes required by the City to enable the City to ascertain whether it is feasible to complete the proposed development of the Premises. The City agrees to reimburse Delta Energy for any damage caused to the Premises by its inspection or otherwise caused in connection with the testing and engineering studies performed by the City or its agents. Prior to entering the Premises, the City shall give Delta

Energy at least twenty-four (24) hours prior written notice. The City shall act in a reasonable manner to avoid disturbing any tenant's quite enjoyment of the Premises.

ARTICLE VII
PREEXISITING LEASES

15. **Lease of Portions of the Premises.** Delta Energy leases portions of the Premises as outlined herein below to Leading EDJE LLC, an Ohio limited liability company:

    a. Lease 1 is dated September 3rd, 2015 and the defined "Premises" are the 1st floor suite 101, consisting of approximately 2,119 square feet; and

    b. Lease 2 is dated June 12th, 2017 and the defined "Premises" are a portion of the 2nd floor consisting of 2087 square feet (collectively Leases 1 and 2 will be referred to hereafter as "Leases" and are attached hereto as Exhibit "D").

16. **Addendum.** Section 4, paragraph 2 of Lease 2 provides Delta Energy the right to unilaterally terminate the Leases upon sale of the Premises to a third party with a prior written ninety (90) days' notice. Delta Energy, in lieu of exercising this right, agrees to in good faith attempt to renegotiate the Leases to provide an addendum to be executed by Leading EDJE, LLC (attached hereto as Exhibit "E") providing for the automatic termination of the Leases on December 31, 2020 and the City with the right to terminate the Leases any time after December 31, 2019 by providing ninety (90) days prior written notice.

    If Delta Energy fails to obtain the Addendum described herein, Delta Energy shall exercise its right to terminate the Leases as described herein and provided in Lease 2, Section 4, paragraph 2.

17. **Security deposit.** At Closing, the total sum of any and all security deposits, (totaling Three Thousand Two Hundred Seventy-Seven and 39/100 ($3,277.39), received by Delta Energy under the Leases shall be credited toward the Purchase Price.

18. **Reimbursement for Cost of Tenant Improvements Advanced by Delta Energy under the Leases.** At Closing, the City shall pay Delta Energy the full amount due from Leading EDJE LLC under Section 3 and/or Exhibit B and/or other sections of each of the Leases, for advances made by Delta Energy towards tenant improvements. The amount currently owed by Leading EDJE LLC provided under Lease 1 is Nine Thousand Six Hundred Thirty-Three and 22/100 Dollars ($9,633.22), and the owed under Lease 2 is Fifteen Thousand Eight Hundred Twenty-Seven and 68/100 Dollars ($15,827.68), for a total of Twenty-Five Thousand Four Hundred Sixty and 90/100 Dollars ($25,460.90) to be paid by the City to Delta Energy at Closing.

ARTICLE VIII
CLOSING

19. **Closing.** The Parties agree that the purchase and sale of the Premises shall be closed (the "Closing") no later than fifteen (15) days after the sixty (60) day contingency period (the "Closing Date"), unless otherwise agreed to in writing by the Parties. Said Closing shall be held at a time and place in Franklin County, Ohio as shall be selected by the City, and agreed to by Delta Energy.

20. **Possession.** At Closing, Delta Energy shall deliver exclusive possession of the Premises except as otherwise provided herein and in the Leases, if the Leases survive the Closing. Otherwise, Delta Energy shall provide to the City exclusive possession of the Premises at Closing if no addendum to the Leases is executed by Delta Energy and Leading EDJE, LLC.

21. **Delta Energy's Closing Documents.** In addition to the deed described in Article V, at the Closing, Delta Energy shall deliver to the City: (i) a closing statement showing the Purchase Price and all charges or credits to the City or Delta Energy provided for herein, (ii) all consents, affidavits or other documents reasonably and customarily required by the Title Company to issue the Title Policy, (iii) such evidence of authority as the City or the Title Company reasonably may deem necessary to evidence the authority of the Delta Energy signatory to enter into this Agreement and to consummate the transactions contemplated hereby, (iv) an affidavit that Delta Energy is not non-resident "aliens", "foreign corporation", "foreign partnership", "foreign trust", or "foreign estate" within the meaning of the Internal Revenue Code and Regulations thereunder, and (v) either the executed Addendum as described in Article VII, paragraph 16, or written proof of the termination of the Leases pursuant to Section 4, paragraph 2 of Lease 2.

22. **The City's Closing Documents.** At the Closing, the City shall deliver to Delta Energy: (i)the Purchase Price, (ii) a closing statement showing the Purchase Price and all charges or credits to the City or Delta Energy provided for herein, (iii) such evidence of authority as Delta Energy or the Title Company reasonably may deem necessary to evidence the authority of the City's signatory to enter into this Agreement and to consummate the transactions contemplated hereby, and (iv) any other documents reasonably requested by the Title Company.

23. **Adjustments at Closing**. At Closing, the Parties shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

    a. *Real Estate Taxes and Assessments*. Delta Energy shall pay or credit against the Purchase Price all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Premises as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to Closing, and real estate taxes for the year of Closing, prorated through the Closing Date. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change

in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the Parties in making this tax proration to give the City a credit in an amount as close as possible to the amount which the City will be required to remit to the County Auditor for the period of time preceding the Closing Date hereof. Delta Energy acknowledges that the Premises is not currently valued as "Current Agriculture Use Value" ("*CAUV*") property on the books of the Franklin County Auditor and Treasurer and there is no real estate tax recoupment owed on the Premises for removing it from CAUV classification. The agreed upon amount so computed by the Parties is an estimate and the City may request additional reimbursement from Delta Energy for any actual increase in taxes assessed to the Premises prior to the Closing Date. To receive reimbursement the City must make a request for reimbursement from Delta Energy in writing within sixty (60) days of paying the same and Delta Energy shall reimburse the City within thirty (30) days of receiving the request together with commercially reasonable documentation of the additional cost, to the address in Article X for the City. Delta Energy warrants and represents that, to its actual knowledge, (1) all assessments presently constituting a lien are shown on the County Treasurer's records and (2) no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Premises in the future. Delta Energy further warrants and represents that neither Delta Energy nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Premises in the future. The 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 for a period of one (1) year.

b. *Rent due and owing under the Leases.* The rent shall be prorated to the date of Closing and Delta Energy shall be entitled to the proceeds up and including the day of Closing and the City shall be entitled to all proceeds due and owing after the date of Closing.

c. *Delta Energy's Expenses.* Delta Energy shall, at the Closing (unless previously paid) pay by credit against the Purchase Price the following:

    i. [intentionally omitted.]; and
    ii. The cost of all municipal services and public utility charges due for the Premises (if any) through the Closing Date; and
    iii. One-half (1/2) the fee, if any, charged by Escrow Agent; and
    iv. One-half (1/2) the fee, if any, charged by the Title Company for closing the transaction contemplated herein.

d. *The City's Expenses.* The City shall at the Closing (unless previously paid) pay the following:

    i. The cost of the Title Commitment and Owner's Title Policy; and

ii. The recording fees required for recording the general warranty deed; and
iii. The cost of the survey referred to in Article IV paragraph 10; and
iv. One-half (1/2) the fee, if any, charged by Escrow Agent; and
v. One-half (1/2) the fee, if any, charged by the Title Company for closing the transaction contemplated herein.

e. *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 Premises, 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.

ARTICLE IX
WARRANTIES AND REPRESENTATIONS OF THE PARTIES

24. Warranties and Representations of Delta Energy. In addition to any other representation or warranty contained in this Agreement, Delta Energy hereby represents and warrants as follows:

a. Neither Delta Energy nor any agent, employee or representative of Delta Energy, has received any notice or notices, either orally or in writing, 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; and

b. 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 Premises, under any agreement or other instrument to which Delta Energy is a party or by which Delta Energy or the Premises might be bound; and

c. Neither Delta Energy, nor any agent, employee or representative of Delta Energy, has received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the City's proposed use of the Premises as offices; and

d. [intentionally deleted] and

e. [intentionally deleted] and

f. Through and until the Closing Date, Delta Energy shall not enter into any easement, lease or other contract pertaining to the Premises, unless otherwise approved herein or in writing by the City; and

g. To the best of Delta Energy's knowledge, there are no hazardous wastes, hazardous substances, or hazardous materials located in, on or about or generated from the Premises which may require remediation or which may result in penalties under any applicable law; and

h. [intentionally deleted] and

i. Delta Energy is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

25. **Breach of Warranties by Delta Energy Prior to Closing.** If, during the pendency of this Agreement, the City determines that any warranty or representation given by Delta Energy to the City under this Agreement was untrue, incorrect, or misleading, in whole or in part, in any material respect, the same shall constitute a default by Delta Energy hereunder. In such event, the City may give written notice thereof and shall thereafter have such rights and remedies as may be available herein, right to terminate this agreement and the right to pursue in a court of competent jurisdiction a claim for specific performance hereunder.

26. **Warranties and Representations of the City.** In addition to any other representation or warranty contained in this Agreement, the City hereby represents and warrants as follows:

a. N/A

27. **Warranties and Representations Survive Closing.** 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 for a period of one (1) year after the Closing Date. All representations and warranties set forth in this Article IX shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by the City, Delta Energy shall so certify, in writing, in form reasonably requested by the City. Delta Energy hereby agrees to indemnify and hold the City harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which the City may sustain at any time by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Delta Energy in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

ARTICLE X
NOTICES

28. **Notices.** Whenever in this Agreement it shall be required or permitted that notice be given or served by either Party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to Delta Energy: Sharon S. Tackett
200 S. High Street
Dublin, Ohio 43017

With copy to: Juan Jose Perez
Perez & Morris LLC
8000 Ravine's Edge Ct., Ste. 300
Columbus, Ohio 43235

or to such other address as Delta Energy may hereinafter designate by written notice to City. Any notice to be served on City shall be addressed as follows:

If to the City: Dana McDaniel
City Manager
City of Dublin
5200 Emerald Parkway
Dublin, Ohio 43017

with copy to: Jennifer D. Readler, Esq.
Frost Brown Todd LLC
One Columbus, 10 West Broad Street
Columbus, Ohio 43215

or to such other address as City may hereinafter designate by written notice to Delta Energy.

ARTICLE XI
GENERAL PROVISIONS

29. **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 in the State of Ohio.

30. **Entire Agreement.** This Agreement constitutes the entire contract between the Parties hereto, and may not be modified except by an instrument in writing signed by the Parties hereto, and supersedes all previous agreements, written or oral, if any, of the Parties.

31. **Time of Essence.** Time is of the essence of this Agreement in all respects.

32. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns.

33. **Waiver.** 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.

34. **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.

35. **Survival.** The terms and provisions of this Agreement shall survive the delivery of the deed of conveyance hereunder.

36. **Counterparts.** This Agreement may be executed in one or more counterparts all of which will be considered one and the same agreement, binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

37. **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.

38. **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.

DELTA ENERGY:
DELTA ENERGY HOLDINGS, LLC
An Ohio limited liability company

By: _____
Sharon S. Tackett
Its: Authorized Representative

CITY:
THE CITY OF DUBLIN, OHIO
An Ohio Municipal Corporation

_____
Dana McDaniel, City Manager

Approved as to Form:

_____
Jennifer D. Readler, Law Director

{Acknowledgements are contained on the following page}

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this ___ day of _____, 2018, before me, the subscriber, a Notary Public in and for said state, personally appeared Dana McDaniel, City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, the City in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed for and on behalf of the City of Dublin, Ohio.

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

_____
Notary Public

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this ___ day of _____, 2018, before me, the subscriber, a Notary Public in and for said state, personally appeared Sharon S. Tackett, duly authorized signatory for Delta Energy Holdings, LLC, in the foregoing Agreement, and acknowledged the signing thereof to be his/her voluntary act.

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

_____
Notary Public

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet the obligations of the City of Dublin hereunder has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

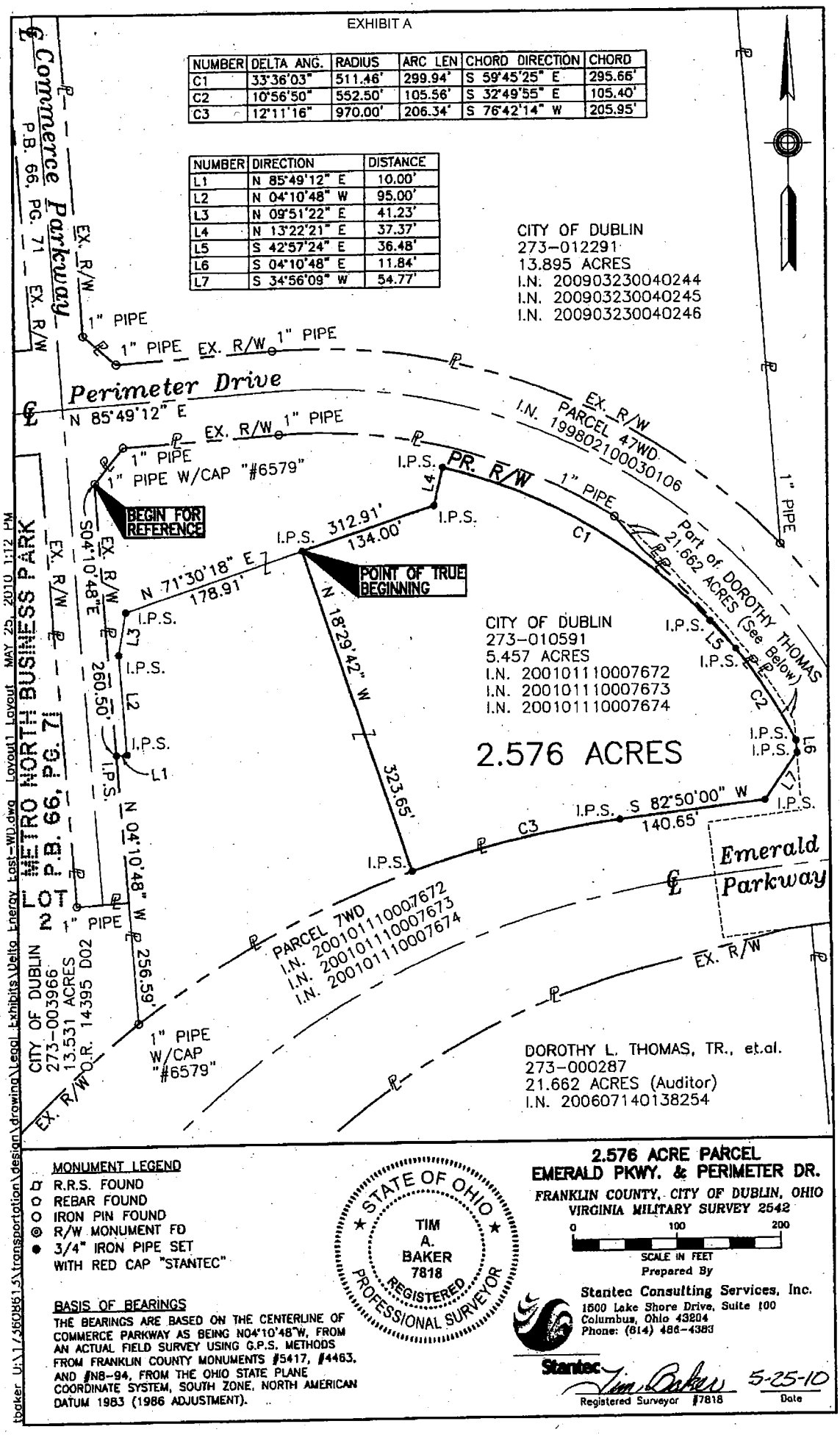
_____ _____
Date Angel Mumma, Dublin Finance Director

EXHIBIT A

EXHIBIT A

NUMBER	DELTA ANG.	RADIUS	ARC LEN	CHORD DIRECTION	CHORD
C1	33°36'03"	511.46'	299.94'	S 59°45'25" E	295.66'
C2	10°56'50"	552.50'	105.56'	S 32°49'55" E	105.40'
C3	12°11'16"	970.00'	206.34'	S 76°42'14" W	205.95'

NUMBER	DIRECTION	DISTANCE
L1	N 85°49'12" E	10.00'
L2	N 04°10'48" W	95.00'
L3	N 09°51'22" E	41.23'
L4	N 13°22'21" E	37.37'
L5	S 42°57'24" E	36.48'
L6	S 04°10'48" E	11.84'
L7	S 34°56'09" W	54.77'



MONUMENT LEGEND
- R.R.S. FOUND
- REBAR FOUND
- IRON PIN FOUND
- R/W MONUMENT FD
- 3/4" IRON PIPE SET WITH RED CAP "STANTEC"

BASIS OF BEARINGS
THE BEARINGS ARE BASED ON THE CENTERLINE OF COMMERCE PARKWAY AS BEING N04°10'48"W, FROM AN ACTUAL FIELD SURVEY USING G.P.S. METHODS FROM FRANKLIN COUNTY MONUMENTS #5417, #4463, AND #N8-94, FROM THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM 1983 (1986 ADJUSTMENT).

STATE OF OHIO
TIM A. BAKER 7818
REGISTERED PROFESSIONAL SURVEYOR

2.576 ACRE PARCEL
EMERALD PKWY. & PERIMETER DR.
FRANKLIN COUNTY, CITY OF DUBLIN, OHIO
VIRGINIA MILITARY SURVEY 2542

0 100 200
SCALE IN FEET

Prepared By
Stantec Consulting Services, Inc.
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204
Phone: (614) 486-4383

Stantec
Tim Baker
Registered Surveyor #7818
5-25-10
Date

tbaker U:\1\360861\5\transportation\design\drawing\Legal_Exhibits\Delta_Energy_Lost-WD.dwg Layout1 Layout MAY 25, 2010 1:12 PM

EXHIBIT B

ESCROW AGREEMENT

DELTA ENERGY HOLDINGS, LLC, an Ohio limited liability company ("Seller"), the **CITY OF DUBLIN, OHIO,** an Ohio municipal corporation ("Buyer") and **MULTI-STATE TITLE AGENCY, LLC,** an Ohio limited liability company ("Escrow Agent") agree as follows as of the "Effective Date". The Effective Date is the date on which this Agreement has been fully executed by Buyer, Seller and Escrow Agent:

1. **Recitals.** Buyer and Seller have entered into that certain "Real Estate Purchase Agreement" dated as of January___, 2018, a copy of which is attached hereto (the "Contract"). Pursuant to Section 2 of the Contract, Buyer is obligated to deposit the sum of FIFTY THOUSAND AND NO/100 Dollars ($50,000.00) (the "Earnest Money") in escrow with Escrow Agent as security for the performance of Buyer's obligations under the Contract. Buyer, Seller and Escrow Agent each wish to memorialize their agreement as to the Earnest Money.

2. **General Escrow Terms.** Escrow Agent acknowledges receipt of the Earnest Money from Buyer. Escrow Agent agrees to hold, manage and disburse the Earnest Money as provided in this Agreement, and subject to the following:

   2.1 Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and are limited to the safekeeping of the Earnest Money in accordance with the terms of this Agreement.

   2.2 Escrow Agent shall deposit the Earnest Money in a non-interest-bearing and/or IOTA account, unless otherwise directed in writing by the Buyer hereto. If the Earnest Money is required to be deposited in an interest-bearing account at the direction of the Buyer, any interest earned shall be added to and included in the Earnest Money. Buyer acknowledges and understands that, prior to depositing the Earnest Money into an interest-bearing account, Buyer shall provide to the Escrow Agent a signed IRS Form W-9, a signed bank certification form confirming its taxpayer identification number, as well as any additional bank required information necessary to open an interest bearing account for the benefit of the Buyer.

   2.3 Escrow Agent may act in reliance upon any writing or instrument or signature that Escrow Agent in good faith, believes to be genuine, assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been fully authorized to do so by the Buyer or Seller, as the case may be. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to the form, manner and execution or validity of any document delivered to the Escrow Agent, any notice received relative to this Agreement or the identity, authority or right of any person executing the same.

2.4 Provided that Escrow Agent is not guilty of willful misconduct or negligence or otherwise breaches this Agreement, Buyer and Seller release Escrow Agent, its officers, directors and agents, from any and all claims, liabilities, suits or proceedings at law or in equity and any other expenses, fees or charges that they may incur by reason of the subject matter of this Agreement.

2.5 Provided that Escrow Agent is not guilty of willful misconduct or negligence or otherwise breaches this Agreement, Buyer and Seller jointly and severally agree to indemnify Escrow Agent, its officers, directors and agents, from any and all claims, liabilities, suits or proceedings at law or in equity and any other expenses, fees or charges, including reasonable attorneys' fees, that Escrow Agent may incur by reason of the subject matter of this Agreement, and shall promptly reimburse Escrow Agent for the same upon written demand from Escrow Agent and receipt of commercially reasonable documentation of such expenses.

2.6 Escrow Agent shall be discharged of any responsibility hereunder at such time Escrow Agent has disposed of the Earnest Money as provided for in this Agreement.

2.7 Escrow Agent shall not be liable for loss or impairment of the Earnest Money in the course of collection or while on deposit with a bank due to bank failure, or insolvency or suspension, except as shall result from failure of the Escrow Agent to comply with provisions of this Escrow Agreement or with joint written escrow instructions requiring deposit of the Earnest Money in a bank designated by name.

2.8 If Escrow Agent determines that Buyer and Seller are in disagreement about the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may (without limitation) withhold disposition of the Earnest Money pending resolution of such disagreement. In the event that conflicting demands are made upon Escrow Agent, Buyer and Seller expressly agree and consent that Escrow Agent shall have the absolute right to do the following:

2.8.1 withhold and stop all disbursements for a period of thirty (30) days; and

2.8.2 at any time after such 30-day period, file a suit in interpleader in a court of competent jurisdiction seeking to require the parties to interplead and litigate in such court their several claims and rights among themselves. Upon the filing of such a suit and a deposit of the Earnest Money to such court, Escrow Agent shall ipso facto be fully released and discharged from all obligations to perform further any and all duties imposed upon Escrow Agent by this Agreement. Upon receipt of commercially reasonable documentation of such expenses, Buyer and Seller shall reimburse Escrow Agent for any and all expenses, fees and charges, including reasonable attorneys' fees, that Escrow Agent may incur by reason of the interpleader promptly upon written demand from Escrow Agent.

2.9 Escrow Agent may, in its sole discretion, elect to resign in its capacity as Escrow

Agent under this Agreement upon not less than thirty (30) days prior written notice to Buyer and Seller.

3. **Disbursement of Escrowed Funds.** Escrow Agent will disburse the Earnest Money in accordance with the following procedures and the other terms of this Agreement below:

3.1 Except for disbursements made at the joint direction of Buyer and Seller, Escrow Agent shall notify Seller and Buyer of any proposed disbursement of the Earnest Money (a) requested by Seller or Buyer, not less than three (3) business days prior to any actual disbursement of the Earnest Money or any portion thereof. Buyer and Seller shall be deemed to have consented to such proposed disbursement unless such party has notified Escrow Agent and the other party to the Contract of its objection to such proposed disbursement by the end of such period of three (3) business days.

4. **Notice Provisions**. All notices permitted or required under this Agreement will be in writing and will be given by (a) United States Certified Mail, return receipt requested, postage prepaid, (b) personal delivery, (c) overnight courier delivery service for next business day delivery, charges prepaid, or (d) fax transmission, and addressed to the applicable party at the address set forth below or to such other address as a party may specify from time to time by giving notice in accordance with this Section. All notices will be effective upon the date of receipt or, if applicable, refusal. Phone numbers and email addresses provided below are for convenience of the parties but notices given by phone or email are not sufficient for purposes of this Section. Notices shall be addressed as follows:

Escrow Agent: Multi-State Title Agency, LLC
3300 Great American Tower
301 East Fourth Street
Cincinnati, OH 45202
Attention: Terrie Wells
Fax: (513) 651-6981
Phone: (513) 651-6728
e-mail: twells@fbtlaw.com

Buyer: City of Dublin, Ohio
5200 Emerald Parkway
Dublin, Ohio 43017
Attention: Dana McDaniel, City Manager
Phone: 614-410-4400
Fax: _____
e-mail:_____

with a copy to: Philip K. Hartmann, Esq.
Frost Brown Todd LLC
One Columbus, Suite 2300
10 West Broad Street

Columbus, Ohio 43215
Phone: 614-559-7206
Fax: _____
e-mail: phartmann@fbtlaw.com

Seller: Delta Energy Holdings, LLC
2674 Federated Boulevard
Columbus, Ohio 43235
Attention: Sharon S. ("Sheri") Tackett, CEO
Phone: _____
Fax: _____
e-mail: sst@tackettweb.com_____

with a copy to: Juan Jose Perez, Esq.
Perez & Morris LLC
8000 Ravines Edge Court, Suite 300
Columbus, Ohio 43235
Phone: 614-431-1500
Fax: 614-431-3885
e-mail: jperez@perez-morris.com

4. Escrow Agent shall receive a fee of Five Hundred Dollars ($500.00), paid solely by the Buyer, in the event the Earnest Money is required to be placed into an interest-bearing account.

SIGNATURE PAGE FOLLOWS

Buyer, Seller, and Escrow Agent have executed this Escrow Agreement as of the ____ day of _____, 20__, which is the Effective Date.

SELLER:
Delta Energy Holdings, LLC,
an Ohio limited liability company

By: _____
Name: Sharon S. ("Sheri") Tackett
Title: CEO/Founder

BUYER:

City of Dublin, Ohio,
an Ohio municipal corporation

By: _____
Name: Dana McDaniel
Title: City Manager

ESCROW AGENT:
Multi-State Title Agency, LLC,
an Ohio limited liability company

By: _____
Print Name: Terrie Wells
Title: Commercial Escrow Agent

EXHIBIT C

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.

5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.

6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.

7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

EXHIBIT D

LEASE

This is a Lease entered into on or as of this 3rd day of September, 2015, by and between Delta Energy Holdings, LLC, an Ohio Corporation, with a mailing address of 5555 Perimeter Drive, Dublin, Ohio 43017 (hereinafter called the "Lessor"), and Leading EDJE, LLC, an Ohio Corporation, (hereinafter called the "Lessee").

Upon the terms and subject to the conditions hereafter set forth, the Lessor leases to the Lessee and the Lessee leases from the Lessor the Premises hereinafter described.

1. Premises. 5555 Perimeter Drive, Dublin, Ohio 43017. Suite 101 of the 1st floor (the "Premises"), which is comprised of approximately 2,119 square feet of leasable office space, as outlined in "Exhibit A" attached hereto, including the non-exclusive right with all other lessees and occupants to use the common facilities necessary for the use of the Premises, subject to the terms, conditions and covenants set forth herein. Lessor and Lessee agree that a workout room located in the building is expressly excluded from the Premises and from Lessee's common areas and facilities, and is not a part thereof. Notwithstanding the foregoing, Lessee shall have access to the outdoor patio space located directly adjacent to the Premises. Lessee shall be permitted place a grill and furniture, of similar style and which complements Lessor's existing furniture. Except as described in Section 2 and the Work Letter attached hereto, the Premises are being delivered, and Lessee hereby accepts, in as-is condition.

2. Construction. In the event that Lessee's use of the Premises requires extending and/or adding power lines, phone lines, or any other lines or cables used for purposes of communication or transmitting of data, or any other initial work or construction, including the below-mentioned addition of the break room/area, Lessee will conform to such reasonable requirements as Lessor, in its reasonable discretion, may deem desirable including, without limitations, the hiring of reputable contractors, the submission of drawings, plans, and specifications for Lessor's written approval, the obtainment of necessary permits and requirements as to the manner in which and the time or times at which such initial work or construction shall be done. Except as expressly described to the contrary herein, once Lessor consents to such work or construction, the entire cost and expense thereof will be timely paid by Lessee upon demand. Lessee also agrees that any work to be done by Lessee or any of its contractors or agents shall comply with any and all applicable codes and other laws, rules or regulations pertaining to the work or any portion of it.

   Lessor and Lessee agree that Lessor, at its sole expense and prior to September 15, 2015, will (i) wall off a conference room area, with a glass door entry; and (ii) construct and otherwise cause the addition of a two (2) 8'x10' breakout rooms for Lessee's employees and agents within the Premises, in locations designated by Tenant as described a mutually agreeable locations designated by Tenant all as described in Exhibit A. In addition any damaged carpeting will be replaced with new carpet tiles (collectively with the work described in items (i) and (ii) above, "Landlord's Work").

DPL

All work done pursuant to this section, whether at Lessor's expense or at Lessee's expense, will be performed by a contractor reasonably approved in writing by Lessor.

3. Term. This Lease shall be for a term of sixty-three (63) months commencing on the Date of Commencement with an option to terminate effective after the thirty-ninth (39) month of the term, with ninety (90) days prior written notice to Landlord. Upon termination, Lessee shall pay a penalty equal to the unamortized cost of tenant improvements and leasing commissions. Amortization shall be on a straightline basis commencing on the first date that rent is due hereunder. Lessee shall have a commencement date as noted below and inserted after execution of this Lease by mutual consent of Lessor and Lessee. Date of Commencement: October 1, 2015. Notwithstanding such Date of Commencement, Lessee may enter the Premises to complete data and telephone cabling and place furniture commencing on September 16, 2015; Lessee agrees that its work will not interfere with Lessor's performance of Landlord's Work.

4. Rent

(A) Annual Rent. Except as hereafter provided, the Lessee shall pay the Lessor, without any prior demand therefore and without any deduction or set off whatsoever, as an annual rental schedule to be paid in equal monthly installments on or before the first day of each calendar month, the amount set forth in "Exhibit B" attached hereto. If the first or last month of the Lease is a partial month, the amount set forth in Exhibit B shall be prorated based on the number of days in such month that the lease is in effect.

(B) Security Deposit. Upon or prior to the execution of this Lease, Lessee shall pay to Lessor an amount of money equal to one (1) monthly installment of Rent, which shall be retained by Lessor during the Term as a security deposit to ensure Lessee's faithful performance of Lessee's obligations under this Lease, and not to be used as a substitute for or in lieu of any rent payment, or other payment of obligation due from Lessee to Lessor pursuant to the terms of this Lease. Lessor is not obligated to apply the security deposit on rents or other charges in arrears or to damages for Lessee's failure to perform pursuant to the terms of this Lease. However, if Lessee is in default, Lessor may so apply the deposit at Lessor's option, and Lessor's right to possession of the Premises for nonpayment of rent or for any other reasons shall not in any event be affected by reason of the fact that Lessor holds this security deposit. The security deposit, if not applied toward payment of arrearage or damages as herein provided, is to be returned to Lessee when this Lease is terminated, not more than ten (10) days after Lessee has vacated the Premises and delivered possession back to Lessor. If Lessor repossesses the Premises because of Lessee's default or breach, Lessor may apply the security deposit to all damages suffered to the date of repossession and may retain the remainder to apply on any damages as may be suffered thereafter by reason of default or breach. Lessor shall not be obliged to keep the security deposit as a separate fund, but may commingle it with Lessor's own funds. Lessor may, by transfer of the security deposit to the purchaser of the underlying fee interest in the event that such interest is sold or

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otherwise transferred, and upon such purchaser's assumption in writing of Lessor's obligations under this Lease, be discharged from further liability in reference to the security deposit and this Lease.

(C) Late Payments. Without limiting or abridging any other remedy provided herein, any payment to be made by the Lessee to the Lessor hereunder, whatever designated, shall if not paid within ten (10) days after the notice that the same is due, thereafter be paid together with a late charge of $125 plus two and one half percent (2.5%) of the amount to have been paid per month or part of a month that the same continues to remain unpaid.

(D) Rent Abatement. The first three (3) months of Annual Rent shall be abated.

5. Use of Premises

(A) The Lessee shall use the Premises for commercially reasonable office uses and no other purpose, except with the express prior written consent of the Lessor, between the hours of 5:30 a.m. and 9:00 p.m., Monday through Sunday.

(B) The Lessee shall not permit any business to be operated in or from the Premises by a concessionaire or licensee without the express prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed or conditioned and shall be deemed granted if not withheld in writing within 15 days after the date requested.

(C) The use by the Lessee of the Premises shall be in a lawful, careful, safe and proper manner, and the Lessee shall not permit the same to be used for any unlawful purpose, nor commit nor suffer any waste, and not use the same in violation of any provision of this Lease. The Lessee will carefully preserve, protect, control and guard the Premises from damage, and will not keep or use any article that may be prohibited by the standard form of fire insurance policy. Lessee agrees that it shall not use, or permit the use of, or store any toxic or hazardous material on the Premises.

6. Parking and Common Use Areas. All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by the Lessor, including parking areas, pedestrian sidewalks and ramps, landscaped areas, stairways, and other areas and improvements provided by the Lessor for the general use, in common, of Lessees, their officers, agents, employees, and customers, and the common facilities in the building of which the Premises are a part, including common entryways, hallways, stairways, and lavatory facilities, shall at all times be subject to the exclusive control and management of the Lessor, for those areas and facilities owned exclusively by it, for all other common areas and facilities, and the Lessor shall have the right, from time to time to establish, modify, and enforce reasonable rules and regulations with respect to all such facilities and areas. The Lessor shall have the right, but not the obligation, to construct, maintain operate lighting facilities on all said areas and improvements and supervise the same; from time to time to make reasonable changes in the areas, level location and arrangement of parking

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areas and other facilities hereinabove referred to. The Lessor will operate and maintain the common areas and facilities referred to above in a state of good repair. Without limiting the scope of such discretion, the Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

All common areas and facilities not within the Premises which the Lessee may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, the Lessor shall not be subject to any liability or abatement of rent, nor shall such diminution of such areas constitute an act of constructive or actual eviction, provided, however, that the ability of the Lessee and its invitees to access to the Premises shall not be unreasonably barred or limited. Lessor and Lessee agree that a workout room located in the building is expressly excluded from the Premises, and from Lessee's common areas and facilities, and is not a part thereof.

The Lessor shall keep structure of the building containing the Premises, the utilities serving the building, and the common areas and facilities for which it is responsible in a reasonable state of repair, clean and remove snow, ice and debris (subject to reasonable response in the event of adverse weather conditions) from drives, parking areas, and walkways, and maintain such lighting facilities for the common areas as installed as of the Date of Commencement of this Lease.

Lessor and Lessee agree that Lessor will provide access to Lessee to at least for (4) unreserved, surface, vehicle parking spaces per every one thousand (1,000) of rentable square feet of the Premises.

7. Alterations. Lessee shall make no additions, changes, alterations or other improvements (the "Work") to the Premises or to any electrical or mechanical facilities, equipment or systems pertaining to the Premises or building without the prior written consent of Lessor which shall not be unreasonably withheld, delayed or conditioned. Lessor may impose as a condition of such consent such reasonable requirements as Lessor, in its sole discretion, may deem desirable including, without limitations, the submission of drawings, plans, and specifications for Lessor's written approval, the obtainment of necessary permits, the posting of bonds, and requirements as to the manner in which and the time or times at which such Work shall be done. In no event shall any work affect the structure of the building or its exterior appearance.

If Lessor consents to Work by Lessee, all work will be performed by a contractor reasonably approved in writing by Lessor. Lessee shall hold Lessor harmless of and from any cost or liability with respect to, and shall keep the Premises and building free from, any mechanics, materialmen or similar liens placed upon the Lessor. Once Lessee takes possession of the Premises and thereafter, Lessee must provide notice at least thirty (30) business days prior to the commencement of any such Work on the Premises to afford Lessor the opportunity of posting appropriate notices of non-responsibility. Prior to the commencement of any such Work, Lessee shall provide evidence to Lessor that appropriate insurance reasonably satisfactory to Lessor has been obtained by Lessee and

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contractors for the protection of Lessor, including naming Lessor as an additional insured, and also insuring Lessor's other lessees and invitees from damage or injury resulting from the Work. All such Work shall become the property of the Lessor and shall be surrendered with the Premises, as a part thereof, at the termination of the Lease, whether by lapse of the term, termination or default or otherwise, without compensation, credit or set off to Lessee, except that Lessor may require Lessee to remove all or part of any such work performed without Landlord's consent and to repair any damage to the Premises caused by such removal and to restore the Premises to the condition without such unapproved work, all at Lessee's expense.

8. Sign. The Lessor, at its sole cost, shall place a mutually-acceptable sign at the entrance to the sidewalk of the Lessee entrance. Further, Lessor hereby agrees that Lessee, at its sole cost, is entitled to affix its logo on the glass of the entry door to the Premises subject to Lessor's advance, written approval as to the size of the logo and lettering thereof, as well as the logo's graphics.

9. Repair and Maintenance. The Lessee shall keep the interior of the Premises and all fixtures, equipment, and other appurtenances situated within the Premises in as good repair as the same are at the commencement of the term of this Lease, ordinary wear and tear excepted. The Lessee shall also pay for all repairs to the Premises and the building caused by its own negligence, or the negligence of its employees, agents, guests, licensees and invitees that are not covered by fire and extended coverage insurance maintained with respect to the building of which the Premises are a part.

The Lessor, at the Lessor's expense, shall make all other repairs and replacements, structural and otherwise, necessary in order-to keep in good order and repair the exterior of the building and the common areas of the building. The Lessor shall also keep in good repair and order any and all equipment necessary for the supply of water, heat, electricity, and air conditioning to the Premises. The Lessee shall give the Lessor or the Lessor's agent prompt written notice of any defects or necessary maintenance which may come to its notice. The Lessor shall clean all outer window glass.

The Lessee, at its expense, shall:

- Provide normal interior janitorial service.
- Clean interior window glass and all interior partition glass.
- Clean, maintain, and replace interior light fixtures and bulbs.

10. Utilities. The Lessor shall provide gas, water and electric to Premises, which cost is included within rent. Lessee shall pay for its own telephone, cable and/or internet provider(s).

11. Indemnification and Insurance. Subject to the final sentence hereof, Lessee will indemnify, defend and hold the Lessor harmless against any and all claims, lawsuits, judgments, damages and reasonable attorney fees incurred by Lessor, for loss, damage, injury and/or occupancy of the Premises resulting from any injury to person or property or from loss of life in or about the Premises, except if caused by the negligence of Lessor or

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any of Lessor's officers, employees, agents or representatives acting on behalf of Lessor. Lessee agrees to carry, at its own expense through the term of this Lease, public liability insurance covering the Premises, and Lessee's use thereof with the minimum of Five Hundred Thousand Dollars ($500,000) on account of bodily injury to or death of one (1) person and One Million Dollars ($1,000,000) on account of bodily injury to or death of more than one (1) person as a result of any one (1) accident or disaster, and with One Hundred Thousand Dollars ($100,000) coverage for property damage. Lessee shall deliver a certificate of such insurance to Lessor and protect Lessor, the owner of the property and Lessee, as their interests may appear, which certificate will contain an endorsement stating that the insurer agrees to notify Lessor not less than ten (10) days in advance of modification or cancellation of Lessee's insurance coverage. Lessee shall be solely responsible for insuring the contents of the Premises and for the loss and damage to Lessee's personal property located therein, and Lessor shall not be liable for any loss, casualty, or damage to such contents and equipment for any reason. Each of Lessor and Lessee hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, **even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible,** including any other tenants or occupants of the building containing the Premises.

12. Subordination. Upon request of the Lessor from time to time, the Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings of which the Premises are a part, or against any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof provided, however, that the lienor agrees that so long as the Lessee is not in default hereunder, its tenancy shall not be disturbed. The Lessee from time to time, as requested by Lessor, the Lessor's lender, any assignee of Lessor, or any purchaser of the Premises, will execute and deliver to one or more of said parties a subordination, non-disturbance and attornment.

13. Assignments. The Lessee will have the right, without first obtaining Lessor's consent, to assign this Lease and/or to sublet the Premises or any part thereof to one of Lessee's subsidiaries, affiliates or similarly-related entities or entities running symbiotic businesses to Lessee's, upon giving Lessor thirty (30) days' prior written notice, and upon first providing to Lessor satisfactory and reasonably-detailed documentation evidencing the relationship between the Lessee and that entity. Otherwise, the Lessee will not assign this Lease or sublet the Premises, in whole or in part, without the prior written consent of the Lessor, which consent may not be unreasonably withheld, conditioned or delayed. Lessor shall be deemed to have consented to any proposed assignment or sublease if Lessor shall not respond in writing stating the reasons for withholding consent within thirty (30) days after receipt of satisfactory and reasonably-detailed documentation evidencing the business and finances of the proposed assignee or sublessee. The consent of the Lessor to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease. This prohibition against assigning shall be

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construed to include a prohibition against any assignment by operation of law. If this Lease be assigned, or if the Premises or any part thereof be occupied by anybody other than the Lessee, the Lessor may collect rent from the assignee or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee or occupant as a lessee, or a release of the Lessee from the further performance by the Lessee of covenants on the part of the Lessee herein contained. Notwithstanding any assignment or sublease, the Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

14. Destruction of Premises. Except as otherwise provided herein, if the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, the Lessor shall, at the Lessor's own expense, cause such damage to be repaired within a reasonable time after such casualty, and the rent shall not be abated. If the Premises shall be rendered wholly unleasable by reason of such occurrence, or if fifty percent (50%) or more of the rentable areas of the building of which the Premises are a part shall be damaged or destroyed by such occurrence, then either (A) the Lessor shall, at the Lessor's own expense, cause such damage to be repaired, and all rent meanwhile shall abate until the Premises have been restored and rendered leasable, or (B) at each party's election, the Lessor or the Lessee may terminate the Lease within sixty (60) days following the date of said occurrence by written notice to the Lessee of the Lessor's election to do so. In the event of such termination, rent shall be adjusted as of the earlier of (1) the date the Premises were rendered unleasable, or (2) the date of such termination.

15. Condemnation.

(A) If the whole of the Premises shall be acquired or condemned by eminent domain for any public or semipublic use or purpose, or in the event that a partial taking or condemnation of the Premises or the common areas shall render the Premises unsuitable for the business of the Lessee, then the term of this Lease shall cease and terminate as of the date of the taking, and rent shall be adjusted to the date of such termination.

(B) If a part only of the common areas shall be acquired or condemned as aforesaid, and the Premises are not rendered unsuitable for the operation of the Lessee's business, this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent.

(C) In the event of any condemnation or taking as aforesaid, whether whole or partial, the Lessee shall not be entitled to share any part of the award paid for such condemnation and the Lessor shall receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

Notwithstanding the foregoing, the Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation, if any, as may be separately recoverable by the Lessee in the Lessee's own right on account of any cost or

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loss which the Lessee might suffer by removing the Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment and moving expenses.

16. Non-waiver. Neither a failure by the Lessor or Lessee to exercise any of its options hereunder, nor failure to enforce its rights or seek its remedies upon any default, nor the acceptance by the Lessor of any rent accruing before or after any default shall effect or constitute a waiver of the Lessor's or Lessee's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify, or preclude any other rights or remedies to which the Lessor is entitled either at law or in equity.

17. Quiet Enjoyment. If the Lessee timely pays the rent it is obligated hereunder to pay and observes all other terms, covenants, and conditions of this Lease, it shall occupy and enjoy the use of the Premises during the term of this Lease without any hindrance, molestation or rejection on the part of Lessor.

18. Entry by the Lessor. The Lessor and the Lessor's duly authorized representative shall have the right to enter the Premises at all reasonable times for the purpose of (A) inspecting the condition of the same and making such repairs, alterations, additions or improvements thereto as the Lessor may deem necessary or desirable, (B) exhibiting the same to persons who may wish to purchase and, during the last six (6) months of the term of this Lease, lease the same or during the last six (6) months of the term placing a notice of reasonable size on the Premises offering the same or any part thereof for sale or rent, and (C) providing the maintenance described herein.

19. Default. If the Lessee falls to pay any installment of rent within thirty (30) days after it becomes payable hereunder and after written demand has been made thereof, or if the Lessee fails to maintain in full force and effect any insurance required by the terms hereof, or if the Lessee fails to observe and perform any other provision, covenant, or condition of this Lease required under the Lease to be observed and performed by the Lessee within thirty (30) days after the Lessor shall have given notice to the Lessee of the failure of the Lessee to observe and perform the same, provided that, if by reason of the nature thereof, the Lessee cannot complete the same within thirty (30) days, then so long as Lessee shall commence promptly and proceed diligently to perform the same with due diligence as promptly as circumstances permit Lessee shall not be in default), or if after failure to timely pay rent, the Lessee abandons or vacates the Premises or any part thereof during the term of this Lease or any renewal thereof, or if the Lessee makes an assignment for the benefit of creditors or enters into a composition agreement with its creditors, or if the interest of the Lessee in the Premises is attached, levied upon, or seized by legal process or against the Lessee and is not dismissed within thirty (30) days, or if a court of competent jurisdiction or other governmental authority approves a petition seeking a reorganization, arrangement, composition, or similar relief with respect to the Lessee, or appoints a trustee, receiver or liquidator of the Lessee with respect to all or substantiality all of the property or affairs of the Lessee, then and in any such event, immediately or at any time thereafter, at the option of the Lessor, the Lessor shall have the right to immediately

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reenter and retake possession of the Premises and, as the Lessor elects, either (A) declare this Lease to be terminated, in which event this Lease, all rights of the Lessee, and all duties of the Lessor shall immediately cease and terminate, and the Lessor may possess and enjoy the Premises as though this Lease had never been made, without prejudice however to any and all rights of action against the Lessee that the Lessor may have for rent, damages, or breach of covenants, in respect to which the Lessee shall remain and continue to be liable notwithstanding such termination; or (B) re-let the Premises or any part thereof for such term or terms and on such conditions as the Lessor determines for and on behalf of the Lessee for the highest rental obtainable in the sole judgment of the Lessor, which re-letting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Lease, and the Lessor will be entitled to recover from the Lessee any deficiency between the amount of rent, additional rent and all other charges payable under this Lease, plus any expenses incurred by the Lessor in connection with such re-letting, including, without limitation, the expenses of any redecorating, repairs or alterations the Lessor deems necessary or appropriate to make in connection with such re-letting and sums expended for brokerage commissions and reasonable attorney's fees.

20. Surrender of Premises. Upon termination of this Lease whether by lapse of time or otherwise, or upon the exercise by the Lessor of the power to re-enter and repossess the Premises without terminating this Lease, as hereinbefore provided, the Lessee shall at once surrender the possession of the Premises to the Lessor in good condition, order and repair, reasonable wear and tear excepted, and at once remove all of the Lessee's property therefrom. If, upon such an event, the Lessor repossesses the same and removes all of the Lessee's property therefrom and stores the same, Lessor will not be liable for or guilty of trespass or forcible entry and detainer, and will not incur any liability to the Lessee for loss or damage to the Lessee's property, and thereafter the Lessor may recover from the Lessee all costs and expenses incurred by the Lessor in removing the Lessee's property and storing the same.

21. Holding Over After Term. If Lessee holds over and remains in possession of the Premises after the term of this Lease or any renewal thereof, Lessee will from that date forward, unless the parties by written agreement stipulate to the contrary, be a Lessee from month-to-month at a rate of one hundred twenty-five percent (125%) of the rent due on the last month of the Lease. In such event, Lessee agrees to vacate the Premises at any time thereafter within thirty (30) days of its notice of Lessor's request to do so.

22. Notices. Demands. Any notice, demand, request, payment or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States Certified Mail postage prepaid and shall be addressed (A) if to the Lessor, at the address first hereinabove given or at such other address as the Lessor may designate by written notice, and (B) if to the Lessee at: 1491 Polaris Parkway, Suite 191, Columbus, Ohio 43240.

23. Captions. The captions of sections of this Lease are not a part of the context hereof and shall be ignored in construing this Lease. They are intended only as aids in locating and reading the various provisions hereof.

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24. Laches. Any failure of Lessor or Lessee to enforce rights or to seek any remedies shall not prejudice or affect the rights or remedies of Lessor or Lessee in the event of any subsequent default or attempted enforcement at a later date.

25. Disputes. This Lease shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are all performable in Franklin County, Ohio. A court located and venued in Franklin County, Ohio shall resolve any dispute concerning the interpretation or enforcement of this Lease.

26. Modifications. Tills Lease may not be modified or amended except in a writing executed by an authorized representative of each party hereto.

27. Smoking. The entire building is a smoke-free facility with no exceptions. Any employees or agents of Lessee that are tobacco smokers may smoke tobacco outside provided they maintain a distance of at least fifty (50) feet from any entrance to the building.

28. Options to Renew. Lessee will have the option to renew this Lease for two (2) periods of three (3) years each, at fair market rents. In order to validly exercise an option to renew pursuant to this section, Lessee must provide written notice to Lessor of its decision to exercise the option at least one hundred twenty (120) days prior to the expiration of the term of this Lease or a renewal of it, as the case may be. Lessor shall within fifteen (15) business days thereafter identify the then current fair market rent and Lessee within fifteen (15) business days thereafter shall accept or reject such proposed rent.

29. Brokerage Commissions. Each party represents to the other that it has had no dealings with any realtor, broker, or agent in connection with the negotiation of this Lease other than Lessees' broker, Equity and the Lessor's broker, RJ Boll Realty, collectively "Brokers". Upon full execution of this Lease, Lessor shall pay Brokers a commission equal to six percent (6%) of the gross rent payable by Lessee during the term of this Lease, such commission to be split evenly between Brokers. Lessor and Lessee agree to indemnify and hold each other harmless from and against die claims of or liability to any other realtor, broker, or agent claiming by, through or on behalf of such indemnifying party with respect to this Lease.

30. Lessee's Right of First Offer. In the event that, during the term of this Lease, additional units become available to lease in the building in which the Premises are located and the Lessee is not in default of any provisions of this Lease, Lessor agrees to first offer the option to lease any such unit(s) to Lessee, but only for the remainder of the term of this Lease and any extension to it, at the same rate per rentable square foot as the Lessee will then pay per rentable square foot of the Premises, and generally upon similar terms and conditions as contained in this Lease. Unless Lessee exercises in writing its option to lease any additional units pursuant to this section within ten (10) days of Lessor's offer, all Lessee's rights under this section will automatically become null and void.

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Exhibit A

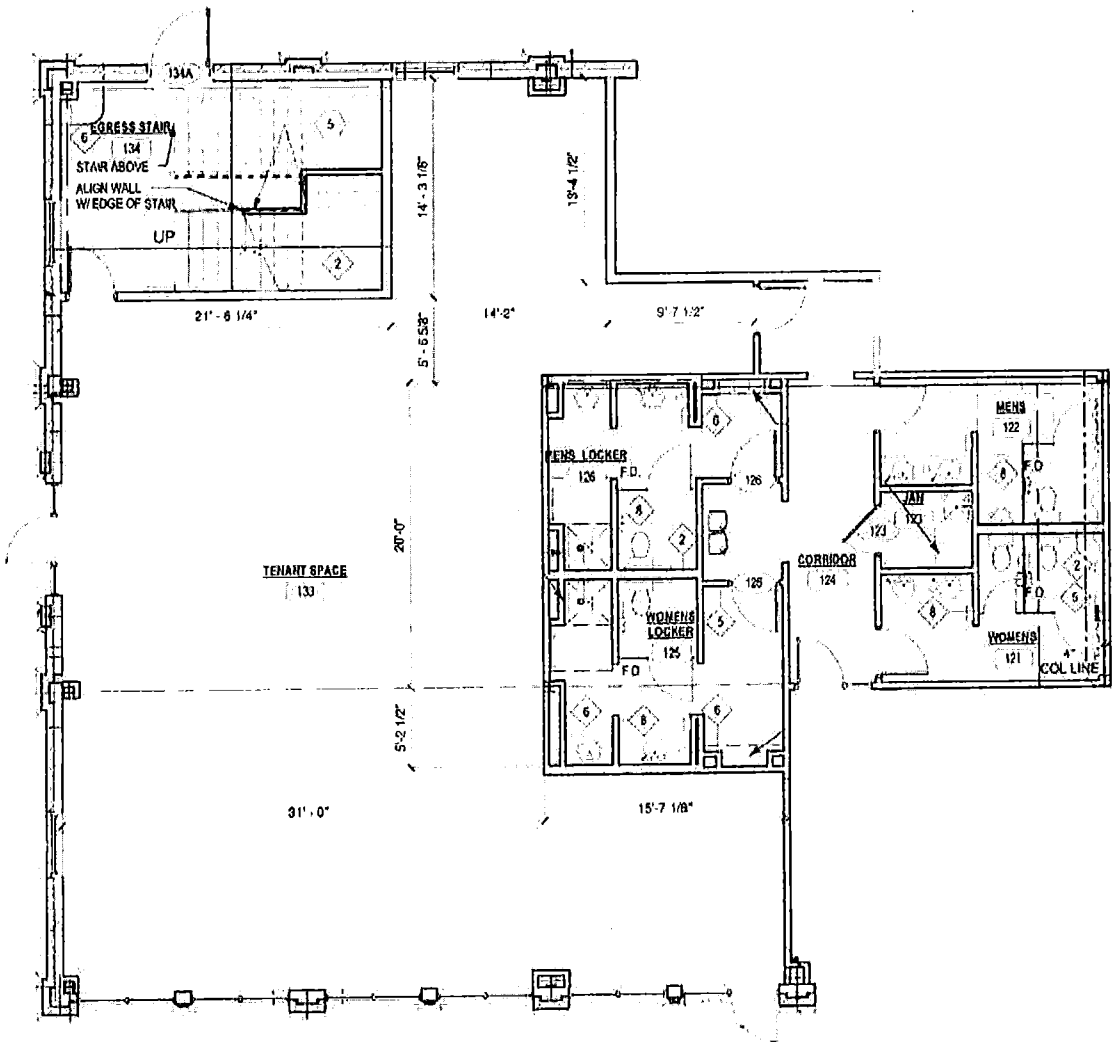

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Exhibit B

Modified Gross Rental Rate.

5-Year Term

Lease Year	Rental Rate Per SF
1	$18.56/Sq. Ft.
2	$18.98/Sq. Ft.
3	$19.42/Sq. Ft.
4	$19.87/Sq. Ft.
5	$20.32/Sq. Ft.

The cost of the Tenant Improvements are included in the above-specified Modified Gross Rental Rates. Landlord has amortized the estimated costs into the rates using the following formula: $17,000.00/2,119 (rentable square footage)/5 (years of term) totaling $1.61/SF/year. If Lessor is able to complete the Tenant Improvements at a cost less than the $17,000.00 ($1.61/SF/year) that was initially quoted, Lessor will pass the savings on to the Lessee with reduced Tenant Improvement Amortization, using the same above-specified formula. The difference in the two figures is the amount of $/SF/year that the rental rate will be reduced. Landlord will provide Tenant the ability to review the costs of the Tenant Improvements. No change will be made to the Modified Gross Rental Rates or the Lease if the cost exceeds $17,000.

EPIC

LESSEE: Leading EDJE LLC Ohio Incorporation

BY: _____
Erica Krumlauf, COO

Date: September 3rd, 2015

BY: _____
Joelle Brock, CEO/President

Date: September 3rd, 2015

BY: _____
David Michels, CIO/CTO

Date: September 3rd, 2015

LESSOR: Delta Energy Holdings. LLC.

BY: _____
Sharon S.Tackett, ceo/founder

Date: September 15, 2015

STATE OF OHIO
COUNTY OF FRANKLIN :SS

On this 15th day of September 2015, before me Terri S. Foley, the undersigned Notary Public personally appeared ~~Sheri Tackett,~~ an agent of Delta Energy Holdings, LLC, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.
Witness my Hand and Official Seal. SHARON S. TACKETT

Terri S. Foley
Notary's Signature

TERRI S. FOLEY
Name (typed or printed)

TERRI S. FOLEY
Notary Public, State of Ohio
My Commission Expires 09-2

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STATE OF OHIO
COUNTY OF FRANKLIN :SS

On this 3RD day of September 2015, before me WILLIAM R LENZOTTI, the undersigned Notary Public personally appeared Erica Krumlauf, Joelle Brock, and David Michels, all agents of Leading EDJE LLC Ohio Incorporation, personally known to me/proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged that he/she/they executed it.
Witness my Hand and Official Seal.

WILLIAM R. LENZOTTI
Notary Public, State of Ohio
My Comm. Expires 12-07-2016

William R L
Notary's Signature

WILLIAM R LENZOTTI
Name (typed or printed)

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LEASE

This is a Lease entered into on or as of this 12th day of June, 2017, by and between Delta Energy Holdings, LLC, an Ohio limited liability company, with a mailing address of 5555 Perimeter Drive, Dublin, Ohio 43017 (hereinafter called the "Lessor"), and Leading EDJE LLC, an Ohio limited liability company (hereinafter called the "Lessee").

Upon the terms and subject to the conditions hereafter set forth, the Lessor leases to the Lessee and the Lessee leases from the Lessor the Premises hereinafter described.

1. Premises. 5555 Perimeter Drive. Dublin. Ohio 43017. A portion of the 2nd floor (the "Premises"), which is comprised of approximately 2,087 square feet of leasable office space, as outlined in "Exhibit A" attached hereto, including the non-exclusive right with all other lessees and occupants in the same building to use the common facilities necessary for the use of the Premises, subject to the terms, conditions and covenants set forth herein. Lessor and Lessee agree that a workout room located in the building is expressly excluded from the Premises and from Lessee's common areas and facilities, and is not a part thereof. Except as described in Section 2 below and the Work Letter attached hereto, the Premises are being delivered, and Lessee hereby accepts, in as-is condition.

2. Construction. In the event that Lessee's use of the Premises requires extending and/or adding power lines, phone lines, or any other lines or cables used for purposes of communication or transmitting of data, or any other initial work or construction, including the below-mentioned Landlord's Work, Lessee will conform to such reasonable requirements as Lessor, in its reasonable discretion, may deem desirable, including, without limitations, the hiring of reputable contractors, the submission of drawings, plans, and specifications for Lessor's written approval, the obtainment of necessary permits and requirements as to the manner in which and the time or times at which such initial work or construction shall be done. Except as expressly described to the contrary herein, once Lessor consents to any work or construction described above in this Section 2, the entire cost and expense thereof will be timely paid by Lessee upon demand. Lessee also agrees that any work to be done by Lessee or any of its contractors or agents shall comply with any and all applicable codes and other laws, rules or regulations pertaining to the work and the Premises or any portion thereof.

   Lessor and Lessee agree that Lessor, at its sole expense, will demise the Premises, add a hallway door and closet as shown on Exhibit A and cause the Premises to be secured by the Building security system, and as otherwise mutually agreed between Lessee and Lessor ("Landlord's Work"). The plans, schedule and budget for Landlord's Work shall be submitted to Lessee for review prior to commencement of the Landlord's Work.

All work done pursuant to this section, whether at Lessor's expense or at Lessee's expense, will be performed by a contractor reasonably approved in writing and in advance by Lessor.

3. Term. This Lease shall be for a term commencing on the Date of Commencement and ending on December 31, 2020 with an option for Lessee to terminate effective December 31, 2018 with ninety (90) days prior written notice to Lessor. Upon such termination, Lessee shall pay a penalty equal to the balance of the unamortized cost of tenant improvements, including Landlord's work, and leasing commissions, the total cost of which is $19,086.30 (shown amortized at $465.52 per month), as shown in Exhibit B attached. Amortization shall be on a straightline basis commencing on the first date that rent is due hereunder. Lessee shall have a commencement date as noted below by mutual consent of Lessor and Lessee.

4. Date of Commencement: August 1, 2017 or such later date as Landlord completes Landlord's Work. Notwithstanding such Date of Commencement, Lessee may enter the Premises to complete data and telephone cabling and place furniture commencing on June 16, 2017; Lessee agrees that its work will not interfere with Lessor's performance of Landlord's Work.

Lessor shall have the absolute right to terminate this Lease, with ninety (90) days prior written notice to Lessee, in the event that the building in which the Premises are located is sold or otherwise transferred to a new owner, and such new owner requires use of the Premises. In the event of such termination by Lessor, the lease dated September 3, 2015 between Lessor and Lessee shall automatically terminate as well.

5. Rent

(A) Annual Rent. Except as hereafter provided, the Lessee shall pay the Lessor, without any prior demand therefore and without any deduction or set off whatsoever, as an annual rental schedule to be paid in equal monthly installments on or before the first day of each calendar month, the amount set forth in "Exhibit B" attached hereto. If the first or last month of the Lease is a partial month, the amount set forth in Exhibit B shall be equally prorated based on the number of days in such month that the lease is in effect.

(B) Security Deposit. Upon or prior to the execution of this Lease, Lessee shall pay to Lessor an amount of money equal to one (1) monthly installment of Rent, which shall be retained by Lessor during the Term as a security deposit to ensure Lessee's faithful performance of Lessee's obligations under this Lease, and not to be used as a substitute for or in lieu of any rent payment, or other payment of obligation due from Lessee to Lessor pursuant to the terms of this Lease. Lessor is not obligated to apply the security deposit to rents or other charges in arrears or to damages for Lessee's failure to perform pursuant to the terms of this Lease.

However, if Lessee is in default, Lessor may so apply the security deposit at Lessor's option, and Lessor's right to possession of the Premises for nonpayment of rent or for any other reasons shall not in any event be affected by reason of Lessor holding this security deposit. The security deposit, if not applied toward payment of arrearage or damages as herein provided, is to be returned to Lessee when this Lease is terminated, and not more than ten (10) days after Lessee has vacated the Premises and delivered possession back to Lessor in accordance with the terms of this Lease. If Lessor repossesses the Premises because of Lessee's default or breach, Lessor may apply the security deposit to all damages suffered to the date of repossession, and Lessor may retain the remainder to apply to any damages as may be suffered thereafter by reason of default or breach. Lessor shall not be obliged to keep the security deposit as a separate fund, but may commingle it with Lessor's own funds. Lessor, by transfer of the security deposit to a purchaser of the building in which the Premises are located in the event that such interest is sold or otherwise transferred, and upon such purchaser's assumption in writing of Lessor's obligations under this Lease, shall be discharged from further liability relating to the security deposit and this Lease.

(C) Late Payments. Without limiting or abridging any other remedy provided herein, any payment to be made by the Lessee to the Lessor hereunder, however designated, if not paid within ten (10) days after notice that the same is due, shall thereafter be paid together with a late charge of $125 plus two and one half percent (2.5%) of the amount to have been paid per month or part of a month that the same continues to remain unpaid.

6. Use of Premises

(A) The Lessee shall use the Premises for commercially reasonable office uses and for no other purpose, except with the express prior written consent of the Lessor, between the hours of 5:30 a.m. and 9:00 p.m., Monday through Sunday.

(B) The Lessee shall not permit any business to be operated in or from the Premises by a concessionaire or licensee without the express prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed or conditioned, which consent shall be deemed granted if not withheld in writing within 15 days after the date requested.

(C) The use by the Lessee of the Premises shall be in a lawful, careful, safe and proper manner, and the Lessee shall not permit the same to be used for any unlawful purpose, nor commit or suffer any waste, and not use the same in violation of any provision of this Lease. The Lessee will carefully preserve, protect, control and guard the Premises from damage, and will not keep or use any article that may be prohibited by the standard form of fire insurance policy.

Lessee agrees that it shall not use, or permit the use of, or store any toxic or hazardous material on, in or about the Premises or common areas.

7. Parking and Common Use Areas. All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by the Lessor, including pedestrian sidewalks and ramps, landscaped areas, stairways, and other areas and improvements provided by the Lessor for general, common use by lessees, their officers, agents, employees, and customers, and the common facilities in the building of which the Premises are a part, including common entryways, hallways, stairways, and lavatory facilities, shall at all times be subject to the exclusive control and management of the Lessor, for those areas and facilities owned exclusively by Lessor and for all other common areas and facilities, and the Lessor shall have the right, from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to all such facilities and areas. The Lessor shall have the right, but not the obligation, to construct, maintain and operate lighting facilities on all said areas and improvements and supervise the same; and from time to time to make reasonable changes in the areas, level, location and arrangement of parking areas and other facilities hereinabove referred to. The Lessor will operate and maintain the common areas and facilities referred to above in a commercially state of reasonable repair. Without limiting the scope of such discretion, the Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

All common areas and facilities which the Lessee may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, the Lessor shall not be subject to any liability or abatement of rent, nor shall such diminution of such areas constitute an act of constructive or actual eviction; provided, however, that the ability of the Lessee and its invitees to access the Premises shall not be unreasonably barred or limited. Lessor and Lessee agree that a workout room located in the building is expressly excluded from the Premises and from Lessee's common areas and facilities, and is not a part thereof.

The Lessor shall keep the structure of the building containing the Premises, the utilities serving the building, and the common areas and facilities for which it is responsible in a clean, commercially reasonable state of repair; remove snow, ice and debris (subject to reasonable response in the event of adverse weather conditions) from drives, parking areas, and walkways; and maintain such lighting facilities for the common areas as installed as of the Date of Commencement of this Lease.

Lessor and Lessee agree that Lessor will provide access to Lessee to at least for (4) unreserved, surface, vehicle parking spaces per every one thousand (1,000) of rentable square feet of the Premises. Lessor will also provide to Lessee security key fobs for the Premises, as needed, at a cost to Lessee of $50 per each new or replaced fob.

8. Alterations. Lessee shall make no additions, changes, alterations or other improvements (the "Work") to the Premises or to any electrical or mechanical facilities, equipment or systems pertaining to the Premises or building without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned. Lessor may impose as a condition of such consent such reasonable requirements as Lessor, in its sole discretion, may deem desirable, including, without limitations, the submission of drawings, plans, and specifications for Lessor's written approval, the obtainment of necessary permits, the posting of bonds, and requirements as to the manner in which and the time or times at which such Work shall be done. In no event shall any work affect the structure of the building or its exterior appearance.

If Lessor consents to Work by Lessee, all work will be performed by a contractor reasonably approved in writing by Lessor. Lessee shall hold Lessor harmless from any cost or liability with respect to, and shall keep the Premises and building free from, any mechanics, materialmen or similar liens. Once Lessee takes possession of the Premises and thereafter, Lessee must provide notice at least thirty (30) business days prior to the commencement of any such Work on the Premises to afford Lessor the opportunity of posting appropriate notices of non-responsibility. Prior to the commencement of any such Work, Lessee shall provide evidence to Lessor that appropriate insurance reasonably satisfactory to Lessor has been obtained by Lessee and its contractors for the protection of Lessor, including naming Lessor as an additional insured, and also insuring Lessor's other lessees and invitees from damage or injury resulting from the Work. All such Work shall become the property of the Lessor and shall be surrendered with the Premises, as a part thereof, at the termination of the Lease, whether by lapse of the term, termination or default or otherwise, without compensation, credit or set off to Lessee, except that Lessor may require Lessee to remove all or part of any such work performed without Lessor's consent and to repair any damage to the Premises caused by such removal, and to restore the Premises to the condition without such unapproved work, all at Lessee's expense.

9. Sign. Lessor hereby agrees that Lessee, at its sole cost, is entitled to affix its logo on the glass of the entry door to the Premises subject to Lessor's advance, written approval as to the size of the logo and lettering thereof, as well as the logo's graphics.

10. Repair and Maintenance. The Lessee shall keep the interior of the Premises and all fixtures, equipment, and other appurtenances situated within the Premises in as good repair as the same are at the commencement of the term of this Lease, ordinary wear and tear excepted. The Lessee shall also pay for all repairs to the Premises and the building caused by its own negligence, or the negligence of its employees, agents, guests, licensees and invitees that are not covered by fire and extended coverage insurance maintained with respect to the building of which the Premises are a part.

The Lessor, at the Lessor's expense, shall make all other repairs and replacements, structural and otherwise, necessary in order-to keep in good order and repair the

exterior of the building and the common areas of the building. The Lessor shall also keep in good repair and order any and all equipment necessary for the supply of water, heat, electricity, and air conditioning to the Premises. The Lessee shall give the Lessor or the Lessor's agent prompt written notice of any defects or necessary maintenance which may come to its notice. The Lessor shall clean all outer window glass.

The Lessee, at its sole expense, shall also:

- Provide normal interior janitorial service, and obtain and deliver to Lessor a certificate of insurance with limits of at least $500,000 from the company performing such janitorial service.
- Clean interior window glass and all interior partition glass.
- Clean, maintain, and replace interior light fixtures and bulbs.

11. Utilities. The Lessor shall provide gas, water and electric to Premises, which cost is included within rent. Lessee shall pay for its own telephone, cable and/or internet providers.

12. Indemnification and Insurance. Subject to the final sentence hereof, Lessee will indemnify, defend and hold the Lessor harmless against any and all claims, lawsuits, judgments, damages and reasonable attorney fees incurred by Lessor for loss, damage, injury and/or occupancy of the Premises, resulting from any injury to person or property or from loss of life in or about the Premises, except if caused by the negligence of Lessor or any of Lessor's officers, employees, agents or representatives acting on behalf of Lessor. Lessee agrees to carry, at its own expense through the term of this Lease, public liability insurance covering the Premises, and Lessee's use thereof with the minimum of Five Hundred Thousand Dollars ($500,000) on account of bodily injury to or death of one (1) person and One Million Dollars ($1,000,000) on account of bodily injury to or death of more than one (1) person as a result of any one (1) accident or disaster, and with One Hundred Thousand Dollars ($100,000) coverage for property damage. Lessee shall deliver a certificate of such insurance to Lessor and protect Lessor, the owner of the property and Lessee, as their interests may appear, which certificate will contain an endorsement stating that the insurer agrees to notify Lessor not less than ten (10) days in advance of modification or cancellation of Lessee's insurance coverage. Lessee shall be solely responsible for insuring the contents of the Premises and for the loss and damage to Lessee's personal property located therein, and Lessor shall not be liable for any loss, casualty, or damage to such contents and equipment for any reason. Each of Lessor and Lessee hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, including any other tenants or occupants of the building containing the Premises.

13. Subordination. Upon request of the Lessor from time to time, the Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings of which the Premises are a part, or against any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof; provided, however, that the lienor agrees that so long as the Lessee is not in default hereunder, its tenancy shall not be disturbed. The Lessee from time to time, as requested by Lessor, the Lessor's lender, any assignee of Lessor, or any purchaser of the Premises, will execute and deliver to one or more of said parties a subordination, non-disturbance and attornment.

14. Assignments. The Lessee will have the right, without first obtaining Lessor's consent, to assign this Lease and/or to sublet the Premises or any part thereof to one of Lessee's subsidiaries, affiliates or similarly-related entities or entities running symbiotic businesses to Lessee's, upon giving Lessor thirty (30) days' prior written notice, and upon first providing to Lessor satisfactory and reasonably-detailed documentation evidencing the relationship between the Lessee and that entity. Otherwise, the Lessee will not assign this Lease or sublet the Premises, in whole or in part, without the prior written consent of the Lessor, which consent may not be unreasonably withheld, conditioned or delayed. Lessor shall be deemed to have consented to any proposed assignment or sublease if Lessor shall not respond in writing stating the reasons for withholding consent within thirty (30) days after receipt of satisfactory and reasonably-detailed documentation evidencing the business and finances of the proposed assignee or sublessee. The consent of the Lessor to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease. This prohibition against assigning shall be construed to include a prohibition against any assignment by operation of law. If this Lease be assigned, or if the Premises or any part thereof be occupied by anybody other than the Lessee, the Lessor may collect rent from the assignee or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee or occupant as a lessee, or a release of the Lessee from the further performance by the Lessee of covenants on the part of the Lessee herein contained. Notwithstanding any assignment or sublease, the Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

15. Destruction of Premises. Except as otherwise provided herein, if the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, the Lessor shall, at the Lessor's own expense, cause such damage to be repaired within a reasonable time after such casually, and the rent shall not be abated. If the Premises shall be rendered wholly unleasable by reason of such occurrence, or if fifty percent (50%) or more of the rentable areas of the building of which the Premises are a part shall be damaged or destroyed by such occurrence, then either (A) the Lessor shall, at the

Lessor's own expense, cause such damage to be repaired, and all rent meanwhile shall abate until the Premises have been restored and rendered leasable, or (B) at each party's election, the Lessor or the Lessee may terminate the Lease within sixty (60) days following the date of said occurrence by written notice to the other party of the election to do so. In the event of such termination, rent shall be adjusted as of the earlier of (1) the date the Premises were rendered unleasable, or (2) the date of such termination.

16. Condemnation.

(A) If the whole of the Premises shall be acquired or condemned by eminent domain for any public or semipublic use or purpose, or in the event that a partial taking or condemnation of the Premises or the common areas shall render the Premises unsuitable for the business of the Lessee, then the term of this Lease shall cease and terminate as of the date of the taking, and rent shall be adjusted to the date of such termination.

(B) If a part only of the common areas shall be acquired or condemned as aforesaid, and the Premises are not rendered unsuitable for the operation of the Lessee's business, this Lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent.

(C) In the event of any condemnation or taking as aforesaid, whether whole or partial, the Lessee shall not be entitled to share any part of the award paid for such condemnation and the Lessor shall receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

Notwithstanding the foregoing, the Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation, if any, as may be separately recoverable by the Lessee in the Lessee's own right on account of any cost or loss which the Lessee might suffer by removing the Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment, and moving expenses.

17. Non-waiver. Neither a failure by the Lessor or Lessee to exercise any of its options hereunder, nor failure to enforce its rights or seek its remedies upon any default, nor the acceptance by the Lessor of any rent accruing before or after any default shall effect or constitute a waiver of the Lessor's or Lessee's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify, or preclude any other rights or remedies to which the Lessor is entitled either at law or in equity.

18. Quiet Enjoyment. If the Lessee timely pays the rent it is obligated hereunder to pay and observes all other terms, covenants, and conditions of this Lease, it shall occupy and

enjoy the use of the Premises during the term of this Lease without any hindrance, molestation or rejection on the part of Lessor.

19. Entry by the Lessor. The Lessor and the Lessor's duly authorized representative shall have the right to enter the Premises at all reasonable times for the purpose of (A) inspecting the condition of the same and making such repairs, alterations, additions or improvements thereto as the Lessor may deem necessary or desirable, (B) exhibiting the same to persons who may wish to purchase and, during the last six (6) months of the term of this Lease, lease the same, or during the last six (6) months of the term placing a notice of reasonable size on the Premises offering the same or any part thereof for sale or rent, and (C) providing the maintenance described herein.

20. Default. If the Lessee fails to pay any installment of rent within thirty (30) days after it becomes payable hereunder and after written demand has been made thereof; or if the Lessee fails to maintain in full force and effect any insurance required by the terms hereof; or if the Lessee fails to observe and perform any other provision, covenant, or condition of this Lease required under the Lease to be observed and performed by the Lessee within thirty (30) days after the Lessor shall have given notice to the Lessee of the failure of the Lessee to observe and perform the same, provided that, if by reason of the nature thereof, the Lessee cannot reasonably complete the same within thirty (30) days, then so long as Lessee shall commence promptly and proceed diligently to perform the same with due diligence as promptly as circumstances permit, Lessee shall not be in default; or if after failure to timely pay rent, the Lessee abandons or vacates the Premises or any part thereof during the term of this Lease or any renewal thereof; or if the Lessee makes an assignment for the benefit of creditors or enters into a composition agreement with its creditors; or if the interest of the Lessee in the Premises is attached, levied upon, or seized by legal process or against the Lessee and is not dismissed within thirty (30) days; or if a court of competent jurisdiction or other governmental authority approves a petition seeking a reorganization, arrangement, composition, or similar relief with respect to the Lessee, or appoints a trustee, receiver or liquidator of the Lessee with respect to all or substantiality all of the property or affairs of the Lessee; then and in any such events, immediately or at any time thereafter, at the option of the Lessor, the Lessor shall have the right to immediately reenter and retake possession of the Premises and, as the Lessor elects, either (A) declare this Lease to be terminated, in which event this Lease, all rights of the Lessee, and all duties of the Lessor shall immediately cease and terminate, and the Lessor may possess and enjoy the Premises as though this Lease had never been made, without prejudice however to any and all rights of action against the Lessee that the Lessor may have for rent, damages, or breach of covenants, in respect to which the Lessee shall remain and continue to be liable notwithstanding such termination; or (B) re-let the Premises or any part thereof for such term or terms and on such conditions as the Lessor determines for and on behalf of the Lessee for the highest rental obtainable in the sole judgment of the Lessor, which re-letting shall not be considered as a surrender or acceptance back of the Premises or a termination of this Lease, and the Lessor will be

entitled to recover from the Lessee any deficiency between the amount of rent, additional rent and all other charges payable under this Lease, plus any expenses incurred by the Lessor in connection with such re-letting, including, without limitation, the expenses of any redecorating, repairs or alterations the Lessor deems necessary or appropriate to make in connection with such re-letting and sums expended for brokerage commissions and reasonable attorney fees.

21. Surrender of Premises. Upon termination of this Lease whether by lapse of time or otherwise, or upon the exercise by the Lessor of the power to re-enter and repossess the Premises without terminating this Lease, as hereinbefore provided, the Lessee shall at once surrender the possession of the Premises to the Lessor in good condition, order and repair, reasonable wear and tear excepted, and at once remove all of the Lessee's property therefrom. If, upon such an event, the Lessor repossesses the same and removes all of the Lessee's property therefrom and stores the same, Lessor will not be liable for or guilty of trespass or forcible entry and detainer, and will not incur any liability to the Lessee for loss or damage to the Lessee's property, and thereafter the Lessor may recover from the Lessee all costs and expenses incurred by the Lessor in removing the Lessee's property and storing the same.

22. Holding Over After Term. If Lessee holds over and remains in possession of the Premises after the term of this Lease or any renewal thereof, Lessee will from that date forward, unless the parties by written agreement stipulate to the contrary, be a Lessee from month-to-month at a rate of one hundred twenty-five percent (125%) of the rent due on the last month of the Lease. In such event, Lessee agrees to vacate the Premises at any time thereafter within thirty (30) days of its notice of Lessor's request to do so.

23. Notices, Demands. Any notice, demand, request, payment or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States Certified Mail postage prepaid and shall be addressed (A) if to the Lessor, at the address first hereinabove given or at such other address as the Lessor may designate by written notice, and (B) if to the Lessee at: 1491 Polaris Parkway, Suite 191, Columbus, Ohio 43240.

24. Captions. The captions of sections of this Lease are not a part of the context hereof and shall be ignored in construing this Lease. They are intended only as aids in locating and reading the various provisions hereof.

25. Laches. Any failure of Lessor or Lessee to enforce rights or to seek any remedies shall not prejudice or affect the rights or remedies of Lessor or Lessee in the event of any subsequent default or attempted enforcement at a later date.

26. Disputes. This Lease shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are all performable in Franklin County, Ohio. A court located and venued in Franklin County, Ohio shall resolve any dispute concerning the interpretation or enforcement of this Lease.

27. Modifications. This Lease may not be modified or amended except in a writing executed by an authorized representative of each party hereto.

28. Smoking. The entire building is a smoke-free facility with no exceptions. Any employees or agents of Lessee that are tobacco smokers may smoke tobacco outside provided they maintain a distance of at least fifty (50) feet from any entrance to the building.

29. Options to Renew. Lessee will have the option to renew this Lease for two (2) periods of three (3) years each, at fair market rents as mutually agreed upon by Lessor and Lessee. In order to validly exercise an option to renew pursuant to this section, Lessee must provide written notice to Lessor of its decision to exercise the option at least one hundred twenty (120) days prior to the expiration of the term of this Lease or a renewal of it, as the case may be. Lessor shall within fifteen (15) business days thereafter identify the then current fair market rent and Lessee shall accept or reject such proposed rent.

30. Brokerage Commissions. Each party represents to the other that it has had no dealings with any realtor, broker, or agent in connection with the negotiation of this Lease.

(Signature page follows.)

LESSEE:	LESSOR:
Leading EDJE LLC, an Ohio limited liability company	Delta Energy Holdings, LLC, an Ohio limited liability company
By: _____	By: _____
Name: Erica F Krumlauf (Print)	Name: Sharon S. Tackett (Print)
Its: COO	Its: ceo / founder
Date: 6/12/17	Date: 6/14/17
By: _____	
Name: David V Michels (Print)	
Its: CTO	
Date: 6/12/2017	
By: _____	
Name: Joelle Brock (Print)	
Its: President & CEO	
Date: June 13, 2017	

STATE OF OHIO }
} SS
COUNTY OF FRANKLIN }

On this 14 day of June 2017, before me, the undersigned Notary Public, personally appeared Sheri Tackett, an authorized representative of Delta Energy Holdings, LLC, an Ohio limited liability company, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that she executed it of her own free will and that of the company.

Witness my Hand and Official Seal.

NOTARIAL SEAL · STATE OF OHIO

Thomas W. Brankamp
Notary Public, State of Ohio
My Commission Expires 11-20-18

Notary's Signature

Thomas W. Brankamp
Name (typed or printed)

STATE OF OHIO }
} SS
COUNTY OF FRANKLIN }

On this 12TH day of JUNE 2017, before me, the undersigned Notary Public, personally appeared Erica Krumlauf, Joelle Brock, and David Michels, all authorized representatives of Leading EDJE LLC, an Ohio limited liability company, personally known to me/proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed it of their own free will and that of the company.

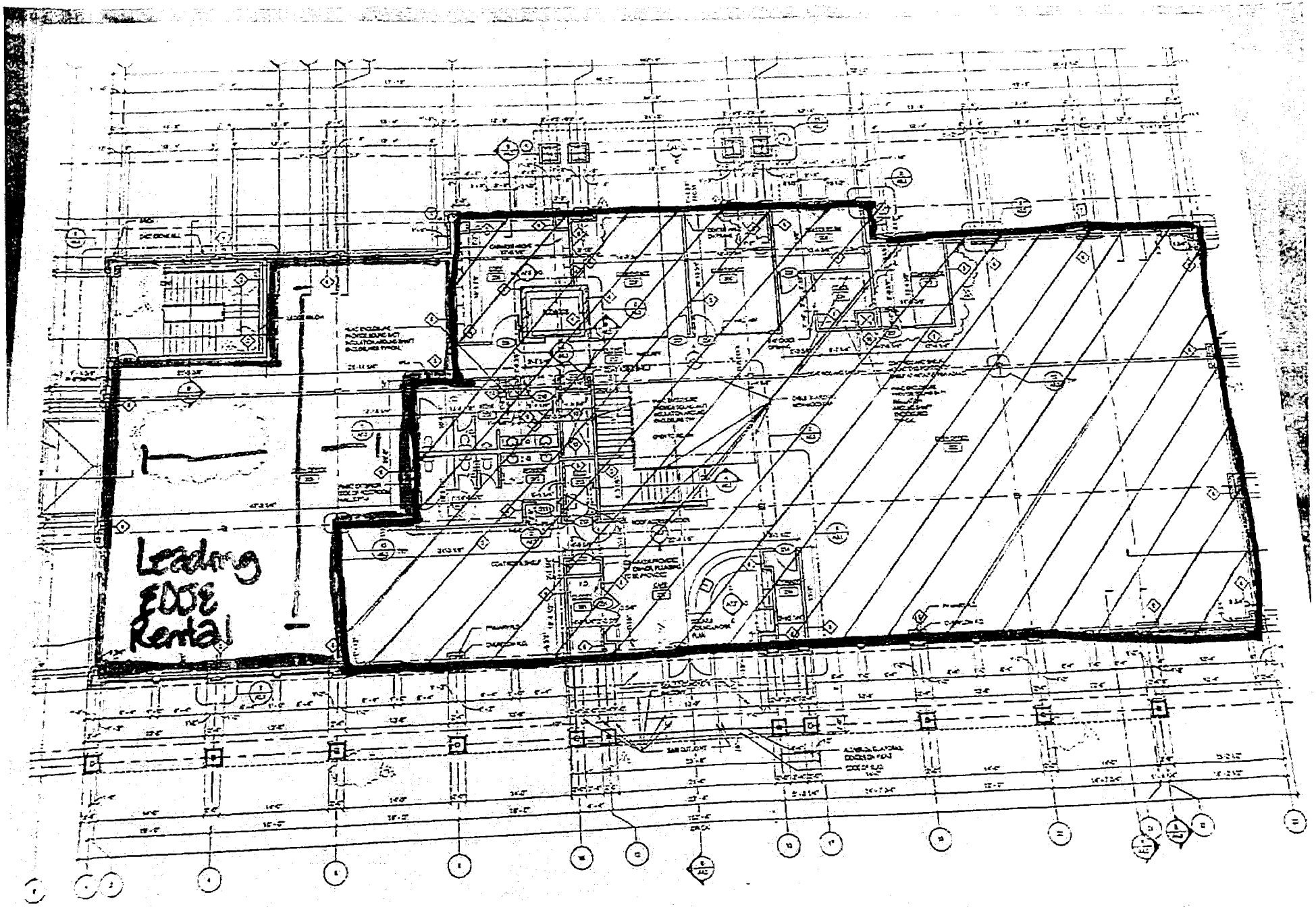
Witness my Hand and Official Seal.

WILLIAM R LENZOTTI · NOTARY PUBLIC
COMM EXP: DEC 7, 2021
STATE OF OHIO

Notary's Signature

WILLIAM R LENZOTTI
Name (typed or printed)

Exhibit A



second floor plan

Exhibit B

sq.ft	2087		
base rent	$17.50	$3,043.54	
build out	$19,086.30	$465.52	

	2017	2018	2019	2020
January		$3,509.06	$3,509.06	$3,509.06
February		$3,509.06	$3,509.06	$3,509.06
March		$3,509.06	$3,509.06	$3,509.06
April		$3,509.06	$3,509.06	$3,509.06
May		$3,509.06	$3,509.06	$3,509.06
June		$3,509.06	$3,509.06	$3,509.06
July		$3,509.06	$3,509.06	$3,509.06
August	$3,509.06	$3,509.06	$3,509.06	$3,509.06
September	$3,509.06	$3,509.06	$3,509.06	$3,509.06
October	$3,509.06	$3,509.06	$3,509.06	$3,509.06
November	$3,509.06	$3,509.06	$3,509.06	$3,509.06
December	$3,509.06	$3,509.06	$3,509.06	$3,509.06
	$17,545.31	**$42,108.73**	**$42,108.73**	**$42,108.73**

EXHIBIT E

ADDENDUM TO THE LEASE AGREEMENTS

THIS ADDENDUM TO THE LEASE AGREEMENTS (the "Addendum") is made and entered into on this ___ day of _____, 2018 ("Effective Date"), by and between the DELTA ENERGY HOLDINGS, LLC, an Ohio limited liability company ("Lessor"), with a mailing address of 200 South High Street, Dublin, Ohio 43017, and EDJE, LLC, an Ohio limited liability company ("Lessee") with an address of 6716 Dublin Road, Dublin, Ohio 43017. The Landlord and Tenant may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into two leases for portions of the building located at 5555 Perimeter Drive ("Premises"): (1) dated September 3rd, 2015 and defined as the 1st floor suite 101, consisting of approximately 2,119 square feet; and (2) dated June 12th, 2017 and defined as a portion of the 2nd floor consisting of 2087 square feet. Leases 1 and 2 are incorporated herein by reference and will be referred to collectively hereafter as "Leases"; and

WHEREAS, Lessor entered into a real estate purchase agreement ("REPA") with the City of Dublin (the "City") for the Premises dated _____, 2018; and

WHEREAS, Section 4, paragraph 2 of Lease 2 provides Lessor with the right to unilaterally terminate the Leases upon sale of the Premises to a third party by providing notice in writing at least ninety (90) days in advance of the sale/closing; and

WHEREAS, the Parties, in lieu of Lessor exercising this right, agree with the approval of the City pursuant to the REPA to enter into this Addendum to the Leases to provide certainty to the City and Lessee of the Lessee's term; and

WHEREAS, Lessor and Lessee now desire to execute this Addendum to establish an automatic termination date at the end of the first term of the Leases, which date is December 31, 2020 and extinguishing any right to any additional term(s).

NOW, THEREFORE, for valuable consideration, the amount and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Paragraph 3 of Lease 1 entitled "TERM" shall be replaced in total with the following:

> TERM. The term of this Lease shall be for a period commencing on the Closing Date defined in the REPA and automatically terminate on December 31, 2020 (the "Lease Term"). Lessee has the right to terminate the Lease prior to the last day of the Lease Term upon ninety (90) days prior written notice to the City. Upon termination, Lessee shall pay a penalty equal to the unamortized cost of Lessee's improvements and leasing commissions. Amortization shall be on a straightline basis commencing on the first date

the rent was due under the original Term of the Lease. Lessor has the right to terminate the Lease any time after December 31, 2019 but prior to the last day of the Lease Term upon ninety (90) days prior written notice to the Lessee. Upon termination by Lessor, Lessor forfeits and rights to the unamortized cost of Lessee's improvements, including Lessor's work, and leasing commissions.

2. Paragraph 3 of Lease 2 entitled "TERM" shall be replaced in total with the following:

TERM. The term of this Lease shall be for a period commencing on the Closing Date defined in the REPA and automatically terminate on the December 31, 2020 (the "Lease Term"). Lessee has the right to terminate the Lease prior to the last day of the Lease Term upon ninety (90) days prior written notice to the City. Upon termination by Lessee, Lessee shall pay a penalty equal to the unamortized cost of Lessee's improvements, including Lessor's work, and leasing commissions the total sum of which is $19,086.30 (shown amortized at $465.52 per month, as shown on Exhibit B to Lease 2). Lessor has the right to terminate the Lease any time after December 31, 2019 but prior to the last day of the Lease Term upon ninety (90) days prior written notice to the Lessee. Upon termination by Lessor, Lessor forfeits any rights to the unamortized cost of Lessee's improvements, including lessor's work, and leasing commissions. Amortization shall be on a straightline basis commencing on the first date the rent was due under the original Term of the lease.

3. Add in as the second paragraph to Section 13 of Lease 1 and Section 14 of the Lease 2, both entitled "Assignment" the following:

Lessee consents to the assignment of the Lease herein to the City by way of sale of the Premises by Lessor to the City and accepts the City as its new Lessor under the terms of this Addendum and the remaining terms of the Leases.

4. Unless otherwise state herein, all other terms of the Leases shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Leases as of the day first above written.

{Remainder of Page Intentionally Left Blank}

EXHIBIT E

LESSOR:

DELTA ENERGY HOLDINGS, LLC
An Ohio limited liability company

By: _____
Sharon S. Tackett
Its: Authorized Representative

LESSEE:

LEADING EDJE, LLC
An Ohio limited liability company

By: _____
Erica Krumlauf
Its: Authorized Representative

By: _____
Joelle Brock
Its: Authorized Representative

By: _____
David Michels
Its: Authorized Representative

{Acknowledgements are contained on the Following Page}

EXHIBIT E

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this ___ day of _____, 2018, before me, the subscriber, a Notary Public in and for said state, personally appeared Sharon S. Tackett, duly authorized signatory for Delta Energy Holdings, LLC, in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act.

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

_____
Notary Public

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this ___ day of _____, 2018, before me, the subscriber, a Notary Public in and for said state, personally appeared Erica Krumlauf, Joelle Brock, and David Michels authorized signatories for Leading EDJE, LLC in the foregoing Agreement, and acknowledged the signing thereof to be her/his voluntary act and deed for and on behalf of the Leading EDJE, LLC.

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

_____
Notary Public