

LEASE

THIS LEASE (this "Lease") is between The City of Olmsted Falls an Ohio Charter Municipality with its principal place of business at 26100 Bagley Road, Olmsted Falls, Ohio 44138 ("Landlord" or "City") and Jake's Olde Wine Cellar, Inc. d.b.a. The Olde Wine Cellar, an Ohio for profit corporation with its principal place of business at 7990 Columbia Road, Olmsted Falls, Ohio 44138 (the "Tenant").

1. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the building commonly known as "The Jenkins Center" 7950 Main Street, Olmsted Falls, Ohio 44138 consisting of approximately 2750 square feet and more fully described in Exhibit "A" attached hereto, (the "Building" or "Premises") together with the use in common with others of the parking lot immediately adjacent to the Building (hereinafter collectively referred to as the "Premises").

2. RENEWAL TERM: TERMINATION RIGHT

(a) Tenant hereby extends this Lease and the term hereof for three (3) additional period(s) of Three (3) Lease Years commencing on October 1, 2022; established in accordance with the provisions of paragraph 2(a) such additional period being herein sometimes referred to as an "extended term." This Lease shall then be in full force and effect.

(b) The extended term shall be upon the same terms, covenants, and conditions as provided in this Lease for the Initial Term except that the annual base rental for the extended term shall be as set forth below.

3. BASE RENT

(a) Tenant shall pay to Landlord as Base Rent for the Premises, and during any extended term, the amounts set forth below with respect to such Lease Year ("Base Rent") per annum, payable in advance on the first day of each month, in the consecutive monthly installments set forth below with respect to such Lease Year. Base Rent shall be prorated on a daily basis, for any partial Lease Year during the Term. Tenant shall pay Two Thousand Dollars (\$2,000.00) at time of execution of this lease.

Renewal Term(s)

Base rent shall be adjusted for each successive three-year term by the CPI for urban areas set for the month that is two (2) months preceding the first month of the Renewal Term.

(b) Except as otherwise specifically provided herein, this Lease is a "triple net" Lease and Tenant shall pay all rent and all other charges due under this Lease without notice or demand and free from any charges, impositions, claims, damages, expenses, deductions, setoffs, counterclaims, abatement, suspension or defense of any kind, and it is the intention of the parties that the rent and all other charges payable by Tenant shall continue to be payable in all events, and that the obligations of Tenant shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease.

4. ADDITIONAL RENT; TAX PAYMENT

Within fifteen (15) days after Landlord delivers an invoice to Tenant, Tenant shall pay to Landlord, as additional rent, without deduction or setoff, an amount equal to the Taxes (as defined below) for the subject Lease Year actually paid by Landlord and accruing during the Term. "Taxes" shall mean all real estate taxes, assessments and other governmental charges of any kind or nature, levied, or assessed by federal, state or local government and due and payable during the term, upon or with respect to the Premises and any other improvements now or hereafter constituting a part of the Premises or any personal property located in the Premises, but excluding therefrom all costs and expenses (including, without limitation, attorneys' fees) incurred by Landlord in connection with disputing or contesting the amounts thereof; provided, however, that if any other or additional tax or assessment is imposed upon Landlord or the Premises or the rents or income from the Premises, in substitution for or in lieu of any tax or assessment which would otherwise be a real estate tax or personal property tax of the type referred to above, the other or additional tax or assessment shall also be included in the term "Taxes". However, the amount to be paid by the Tenant to Landlord for real estate "taxes" shall be capped at the amount set for "taxes" for the first year of this lease extension.

4A. COMMON EXPENSES

Landlord shall provide Common Area Maintenance to the property, including snow plowing to the city lots, yard maintenance, parking lot maintenance and landscaping. Tenant shall be responsible for snow removal to the sidewalks and surrounding areas as well as its prorata share of the reasonable and market Common Area Maintenance charges incurred by Landlord. The Common Area Maintenance charges shall be capped at 5% per year and shall be limited to comparable expenses incurred by owners of similar properties in the area. Common Area Maintenance charges shall not include capital costs incurred by the Landlord for the building, costs to remedy any latent defects in the original construction of the building, costs to repair the structure, foundation or roof of the building, or Landlord's costs to comply with any applicable law, regulation or requirement imposed upon the owner or occupant of real estate to the extent such law, regulation or requirement is in effect as of the day the Premises are delivered to Tenant.

5. UTILITIES AND SERVICES

(a) Tenant shall obtain in its own name and shall pay directly to the appropriate suppliers the cost of all utilities and services used in connection with the Lease and/or Premises, including, but not limited to, water, sewer, natural gas, heat, light, electrical power, telephone, refuse disposal, janitorial and other utilities and services. Tenant also acknowledges and agrees to reimburse the allocated expense for the operation of the sewer and grinder servicing the premises from the adjoining property known as the Old Library, dba The Library Steakhouse. Landlord does not warrant that any of the services mentioned above or any other service will be free from interruption caused by repairs, improvements, alterations, strikes, lockouts, labor controversies, accidents, or any other cause(s) beyond the control of the Landlord. Any interruption of service whatsoever shall never be deemed an eviction or disturbance of Tenant's use and Possession of all or any part of the Premises, or render Landlord liable to Tenant for damages or relieve Tenant from performance of Tenant's obligations under this Lease, unless such interruption of service is due solely to Landlord's gross negligence or intentional misconduct.

(b) Tenant shall not install in the Premises any equipment which requires more electric current than 220-240 volts, taking into account the capacity of the electric wiring in the Premises, and shall not in any event use any electrical equipment which requires in excess 220-240 volts without prior written approval of Landlord. Such approval will be based upon the inspection and opinion of a certified electrician which shall be obtained at the cost of the Tenant. No electric wires, antennae, satellite dish, aerial wires or other electrical equipment or apparatus and signal, cable television, alarm or other utility or similar service connections (collectively "Additions") shall be installed or changed inside, outside or to the Premises by Tenant without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Tenant shall be responsible for all costs in connection with the installation or removal of any and all Additions.

6. USE AND CONDITION OF LEASED PREMISES

(a) The Premises shall be used as a retail sales of wines and beverages, food sales, related products and services, facility and Tenant shall not use the Premises for any other purpose. Tenant shall operate the Premises in a careful, safe and proper manner.

(b) Tenant shall not use, occupy or permit the Premises to be used or occupied by Tenant, its employees, agents and invitees (i) for any unlawful or illegal business, use or purpose; (ii) in any manner that constitutes waste or a nuisance of any kind or is categorized for insurance purposes as extra or especially hazardous; or (iii) for any purpose or in any way in violation of any applicable law, ordinance or governmental code or regulation as the same may be amended from time to time, collectively, "Applicable Laws". Tenant shall comply with all Applicable Laws in connection with Tenant's use of the Premises.

(c) From time to time Landlord may promulgate such reasonable rules and regulations relating to the use of the Premises as landlord in its reasonable discretion may deem appropriate. Tenant, its members, officers, agents, employees, licensees and contractors shall comply with such rules and regulations in its occupancy of the Premises.

(d) To the extent that Landlord does not unreasonably interfere with Tenant's use or enjoyment of the Premises, Landlord shall have the right to enter the Premises at all reasonable times, and after reasonable notice (except that no notice shall be required in the case of an emergency) during the term to make any alterations or repairs to the Premises which Landlord may deem necessary or appropriate for its safety and preservation, and, during the last ninety (90) days of the term, for the purpose of preparing plans and specifications to alter, remodel, repair, renovate or otherwise prepare the Premises for sale or re-tenanting. Landlord may exercise the foregoing right to enter without being deemed guilty of an eviction or disturbance of Tenant's use and possession, without being liable in any manner to Tenant, and without elimination or abatement of rent or payment of other compensation, and such acts shall in no way affect this Lease.

7. TENANT WORK AND ALTERATIONS

(a) Tenant will make no alterations in or additions or improvements to the Premises (the "Alterations") without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. Any Alterations of a permanent nature attached to or incorporated into the building shall be deemed permanent fixtures (except Tenant signage) and shall remain part of the Property of Landlord upon termination or expiration of the Lease or any extended term thereof.

(b) Without limiting the provisions of this Lease relating to Tenant's obligations to comply with Applicable Laws, Tenant shall, at its sole cost and expense, make any Alterations to the Premises required to be made pursuant to the Americans with Disabilities Act of 1990, and any regulations issued there under, as the same may be amended from time to time, (the "ADA"), including, without limitation, the removal of any barriers to accessibility within the Premises, and if such barrier removal is not readily achievable by Tenant, the implementation of alternative methods of making its good, services, facilities, privileges, advantages or accommodations available in accommodation with the terms of the ADA.

(c) Upon termination or expiration of this Lease, any or all Alterations shall become the property of Landlord and remain upon and be surrendered with the Premises. Upon the expiration or earlier termination of this Lease, at the Tenant's cost, Tenant shall promptly remove Tenant's furniture, trade fixtures, telephone, computer and/or other equipment or other property from the Premises, and any Alterations if, as provided above, Landlord has elected to have the same removed from the Premises, and Tenant shall repair and restore any damage to the Premises caused by such removal at Tenant's sole cost and expense. If Tenant fails to perform any of its obligations under this paragraph 7(c), Landlord shall have the right (but not the obligation) to do so, at Tenant's cost. Tenant's obligations under this paragraph 7(c) shall survive the expiration or termination of this Lease.

(d) Tenant shall not cause any lien directly or indirectly derived through or under Tenant or through or by virtue of any act or omission of Tenant to be placed upon the Premises or in the building of which the Premises is a part for any Alterations, improvements or fixtures made thereon or installed therein or for on account of any labor or material furnished to the Premises or for or on account of any matter or thing whatsoever, and nothing contained in this Lease shall be construed to constitute consent by Landlord to the creation of any lien. If any lien is filed against the Premises for work claimed to have been done for, or material claimed to have been furnished to, Tenant, Tenant shall cause such lien to be discharged of record within sixty (60) days after filing by bonding or in any other lawful manner.

(e) Landlord shall provide Premises to Tenant on an "AS IS" basis and Tenant shall make or cause to be made any and all improvements to the Premises at its own cost and expense prior to occupancy. Tenant shall use quality materials and workmanship and shall not commit waste upon the Premises, destroy any portion of the Premises without Landlord's prior written approval which shall not be unreasonably withheld, conditioned or delayed make any subsequent modifications to the Premises after the initial Tenant Work without Landlord's written approval which shall not be reasonably withheld, conditioned or delayed or otherwise permit damage or changes to the Premises which might have the effect of diminishing its value.

(f) Landlord shall provide a Tenant build-out allowance of \$20,000.00, Tenant shall provide to Landlord prior to construction a complete set of construction documents that have been approved by City or other authorities, if applicable. This allowance shall be paid within 15 business days following the Tenant's submission to the Landlord of the following: Evidence that Tenant has paid fully for all work and materials provided in connection with the Tenant improvements. The \$20,000.00 is to be used for the installation of heating and air conditioning to the Premises any remaining funds can be used for Tenant improvements to the premises b) Copies of lien waivers and affidavits of payment from all contractors and persons performing Tenant's Work and c) written statement issued by the City's Building Department that a Certificate of Occupancy is ready to be delivered to Tenant.

8. HAZARDOUS MATERIALS

Tenant shall not store or use Hazardous Materials (as defined herein) at, on or within the Premises without first (a) presenting Landlord with a list of the Hazardous Materials that Tenant proposes to store or use and (b) obtaining Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. All Hazardous materials used or stored at the Premises with Landlord's consent shall be used and stored in accordance with all Applicable Laws and for the purposes consented to by Landlord. Tenant hereby indemnifies and agrees to defend and hold harmless Landlord from and against all claims, actions, demands, losses, liabilities, costs and expenses arising from or attributable to any such Hazardous Materials even where Landlord's consent was obtained. For the purposes of this Lease, the term "Hazardous Materials" shall mean any material, substance or waste, including, without limitation, infectious or other medical waste, that is regulated by, or that is defined, listed or designated as hazardous, toxic, radioactive or infectious under and applicable laws, including without limitation, Ohio Revised Code Sections 3734.021 and 3734.022 and all rules and regulations promulgated there under.

9. INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

(a) Subject to the waivers in paragraph 9(d), Tenant hereby indemnifies and agrees to defend and hold harmless Landlord, its Mayor, Council, agents, employees, contractors and assigns from and against any and all claims and liability for, and any and all loss, cost, damage or expense, including reasonable attorneys' fees, of any nature whatsoever, arising by reason of: (i) injury or death to persons or damage to, any property (real or personal) in, on or about the Premises, or alleged to have been occasioned wholly or in part by any act or omission of Tenant, Tenant's members, officers, agents, contractors, invitees or employees; (ii) the use or occupancy of the Premises by Tenant; (iii) the materials or things maintained or kept by Tenant, its members, officers, agents, contractors or employees in or on the premises or; (iv) any activities by Tenant, its members, employees, agents, independent contractors or invitees that are inconsistent with the permitted use(s) of the Premises.

(b) At all times during the term, Tenant shall, at Tenant's own expense, keep in full force and effect (i) a commercial general liability insurance policy (ISO form or equivalent) from an insurance company reasonably acceptable to Landlord, naming both Landlord and Tenant as insured parties, against bodily injury, death or property damage occurring on or about the Premises, with limits of liability of not less than One Million Dollars (\$1,000,000.00) with

respect to bodily injuries, death or property damage arising from any one occurrence and Two Million Dollars (\$2,000,000.00) for the aggregate of all occurrences within each policy year; and (ii) insurance against fire and such other risks as are, from time to time, included in typical extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, floor and wall coverings, all Tenant improvements whether or not such are legally construed as fixtures and all other items of personal property of Tenant located on or within the Premises, with such coverage to be in an amount equal to the replacement cost thereof. All policies shall provide that they shall not be canceled or changed without at least thirty (30) days prior written notice to Tenant and Landlord and shall confirm the validity of the waiver provided in paragraph 9(d). Tenant shall deposit certificates or other evidence of such policy or policies of insurance in each case acceptable to Landlord (or, if Landlord so requests, a copy of such policy or policies), validly issued by the insurance carrier, with Landlord prior to the Commencement Date and thereafter at least thirty (30) days prior to the expiration of any such policy.

(c) Landlord shall keep in full force and effect broad form coverage insurance which affords protection against casualty to the Building in an amount not less than the full replacement value thereof, exclusive of foundations, excavations and similar items not subject to exposure, together with such fire and extended coverage which affords Landlord protection and coverage of any damage or destruction to the Premises, in an amount not less than the full replacement value thereof. Within fifteen (15) days after tenant's receipt of an invoice therefor, Tenant shall reimburse to Landlord as additional rent, all casualty insurance premiums attributable to the Premises actually paid by Landlord and accruing during the Term.

(d) Notwithstanding any provision of this Lease to the contrary, and without limiting the provisions of paragraph 17, Landlord and Tenant hereby waive, to the extent that no insurance coverage is invalidated and that the right of the waiving party to recover under its insurance is not prejudiced, any and all right of recovery claim, action, or cause of action by the waiving party, or anyone claiming through or under the waiving party by way of subrogation or otherwise, against the other party, its agents or employees, for any loss or damage to the Premises or any additions or improvements thereto or any contents therein as a result of fire or other cause for which the waiving party may be reimbursed as a result of insurance coverage affecting any loss suffered by either party to this Lease, regardless of cause or origin, even if the fire or other cause shall have been the result of negligence of the other party, its agent, employee, or any other party for whom such party may be responsible. Landlord and Tenant agree that each of their respective policies will include the waiver as set forth in this paragraph so long as the same shall be obtainable without extra cost, or, if extra cost shall be charged, the party hereto benefiting from the waiver shall pay the extra cost. The provisions of this paragraph 9(d) shall survive the expiration or termination of this Lease.

10. DESTRUCTION

(a) If the Premises shall be damaged or destroyed in whole or in part by fire or other casualty, Landlord will repair and restore the Premises (but not any Alterations) to good and tenantable condition with reasonable dispatch, subject to Landlord's right to terminate this Lease as provided in paragraph 10(b). If, as a result of such damage or destruction to the Premises or any part thereof, Tenant is deprived of the use or occupancy of all or any portion of the Premises, all

rent shall abate, in proportion to that portion of the Premises which shall be untenable as determined by Landlord in Landlord's reasonable judgment, until the premises shall be restored to a tenantable condition; provided, however, the if (i) Tenant, its agent, employee or contractor shall fail to adjust to its own insurance or to remove its damaged goods, wares, equipment or property within a reasonable time, and as a result the repair and restoration is delayed, there shall be no abatement of rent during the period of the resulting delay, or (ii) the fire or other cause(s) damaging or destroying the Premises shall result from the act or omission of Tenant, its agent, employee, invitee, or contractor or any other party for whom such party may be responsible, there shall be no abatement of rent.

(b) If any damage or destruction to the Premises; (i) occurs during the last twelve (12) months of the Term; (ii) in the sole and absolute judgment of Landlord, cannot reasonably be repaired or restored within ninety (90) days after the occurrence of such damage or destruction; (iii) is not covered by the fire and extended coverage insurance maintained by Landlord from time to time; (iv) is compensable with insurance proceeds all or a portion of which is paid to the mortgagee in reduction of the indebtedness secured by a mortgage; or (v) requires repair or restoration at a cost that exceeds one-half of the value or replacement cost of the Building, Landlord shall have the right and option in their sole and absolute discretion, to terminate this Lease upon the delivery of notice thereof to Tenant within ninety (90) days after the occurrence of such damage or destruction. If Landlord does not exercise its termination right set forth in this section and Landlord fails to substantially complete the restoration of the Premised (excluding any Alterations) not later than one hundred eight (180) days after the occurrence of such damage or destruction, then Tenant shall have the right, exercisable by delivering written notice to Landlord given not later than thirty (30) days after such on hundred eight (180) day period to terminate this Lease. If either party terminates this Lease pursuant to such party's termination right set forth in this section, this Lease shall terminate as of the date of such notice and rent and other charges under this Lease (other than additional rent due Landlord resulting from Tenant's failure to perform any of its obligations under this Lease) shall be adjusted as of the date of such termination and, except as to provisions of this Lease that expressly survive the expiration or termination of this Lease, the parties shall be relieved of all obligations and liabilities thereafter accruing.

11. EMINENT DOMAIN

If any substantial portion of the Premises shall be taken by any public authority or surrendered or conveyed under power of eminent domain or threat of eminent domain, or if the remaining portion of the Premises after such taking, surrender or conveyance is unsuitable for the conduct of Tenant's business operations, then the term shall cease as of the day possession shall be taken by the public authority prorate and Tenant shall be entitled to a refund of any rental paid in advance for that period, and all rent and other charges under this Lease (other than additional rent due Landlord resulting from Tenant's failure to perform any of its obligations under this Lease) shall be prorated as of the date of such termination and, except as to provisions of this Lease that expressly survive the expiration or termination of this Lease, the parties shall be relieved of all obligations and liabilities thereafter accruing. All damages awarded for the taking shall belong to and be the property of Landlord irrespective of the basis upon which they are awarded, provided, however that Tenant shall have the right to bring a separate action against the

condemning authority for the recovery of Tenants' moving expenses, displacements expenses, loss of business and damage to Tenant's personal property.

11A. RELOCATION OF TENANT

Throughout the term of the lease and option periods Landlord shall have the ongoing right to relocate Tenant or terminate this Lease by giving Tenant 120 day's advance written notice. In the event of termination by Landlord during the initial term hereof for the sole reason that Landlord wishes to change the use of the Premises, then Landlord shall pay Tenant the unamortized portion of the cost of the capital expenses in Tenant's Work. Amortization shall be determined on a 3 year straight-line basis and capital expenses reimbursable by Landlord shall not exceed \$30,000.00. Tenant will make every effort to relocate within the city limits if comparable property is available.

12. ASSIGNMENT, SUBLETTING AND SUBORDINATION

(a) Tenant shall not mortgage, pledge, assign or in any manner (including, without limitation, by operation of law) transfer or permit the transfer of this Lease or any estate or interest in this Lease, or effectuate a change in control of Tenant, without the prior written consent of Landlord, nor sublet all or any part of the Premised without like consent, nor permit the use of all or any part of the premises by any person or entity other than Tenant without like consent (any such assignment, transfer, subletting or use is hereinafter called an "Assignment"). In each case, Landlord's consent may be reasonably withheld by Landlord. Any consent by Landlord to any Assignment of the Premises shall not constitute a waiver of the necessity of Landlord's consent for any subsequent Assignment. Tenant agrees to pay Landlord's reasonable legal fees in connection with Landlord's consideration of any request by Tenant for consent under this section. Any Assignment of this Lease, whether or not consented to by Landlord, shall not relieve Tenant from its primary liability for payment of rent or any other charges due, or from any other obligations of the Tenant under this Lease.

(b) Landlord shall have the right to subordinate this Lease to any mortgage presently existing or hereafter placed upon the Premises by so declaring in such mortgage. The recording of any such mortgage shall make it prior and superior to this Lease regardless of the date of execution or recording of either document. Within ten (10) days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost any instrument that Landlord may deem necessary or desirable to confirm the subordination of this Lease (and if Tenant fails or refuses to do so, Landlord may execute such instrument in the name and as the act of Tenant). Notwithstanding the foregoing, if the mortgagee shall take title to the Premises through foreclosure or deed in lieu of foreclosure, Tenant shall be allowed to continue in possession of the Premises as provided for in this Lease so long as Tenant shall not be in default.

13. TENANT'S DEFAULT

(a) An "Event of Default" by Tenant, in connection with this Lease, shall be the occurrence of any one or more of the following events" (i) if Tenant shall fail to pay to Landlord any rent or other charge payable under this Lease more than ten (10) days after the payment is due; (ii) if Tenant shall fail or refuse to take continuous and diligent steps as promptly as reasonably practicable to cure or cause to be cured any breach or default of the covenants, agreements or conditions of this Lease (other than payment of rent or other charges) after written notice to

Tenant from landlord specifying the nature of Tenant's breach or default, or shall fail to cure such breach or default within thirty (30) days after such written notice by Landlord (provided, however, that in the event such breach is not reasonably capable of cure within such thirty (30) day period tenant shall not be in default so long as Tenant diligently and continuously pursues such cure and does complete the cure of such breach or default not later than fifteen (15) days after such thirty (30) day period); (iii) notwithstanding anything to the contrary in this section, default by Tenant in the performance of any term, condition or covenant of this Lease (including, but not limited to, default in the timely payment of Base Rent, Additional Rent or any other rent or other charges), if Tenant shall default more than two times in any period of twelve (12) consecutive months, regardless of whether such prior default shall have been cured within the applicable cure period, if any, provided in this Lease (it being hereby intended by the parties that three or more defaults within a twelve (12) month period, irrespective of whether such defaults are similar or dissimilar and irrespective of whether such defaults have been cured, shall be deemed, in Landlord's discretion, a non-curable default); (iv) if a petition in bankruptcy, insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's assets shall be filed, pursuant to any statute of the United States or of any state, by Tenant, or shall be filed against Tenant and Tenant fails to secure a stay or discharge within sixty (60) days; or (v) if Tenant makes an assignment for the benefit of creditors.

(b) Upon the occurrence of an Event of Default, Landlord, in addition to all other remedies available at law or in equity, shall have the right, at its discretion, to terminate this Lease and re-enter and repossess the Premises, with legal process, using any legal means as may be necessary to remove all persons and chattels. Landlord shall not be liable in damages or otherwise by reason for the reentry or forfeiture, but Tenant shall nevertheless remain liable for payment of all rents and other charges for the balance of the term, which rents and other charges shall immediately become due and payable, and Landlord shall have the right to relet all or any part of the premises for a term which differs from the period constituting the balance of the term and may grant concessions as to rent or otherwise. If this Lease is terminated due to Tenant's default, Tenant agrees that, because of the difficulty, inconvenience and uncertainty of ascertaining Landlord's actual damages, Landlord shall be entitled to recover from Tenant or its representatives as and for liquidated damages, and not as a penalty, an amount equal to the difference between the rent reserved for the balance of the term and the then fair and reasonable rental value of the Premises for the same period, and Tenant shall pay Landlord's expenses for keeping the Premises in good order and for preparing the same for reletting, including reasonable broker's and attorney's fees. In the computation of Landlord's damages arising out of Tenant's breach, the difference between any rent coming due after the termination and the fair and reasonable rental value for the same period shall be discounted to the date of termination at four percent per annum. The rent reserved upon any reletting of the Premises shall be deemed prima facie fair and reasonable rental value for the Premises relet. Noting herein shall limit the right of Landlord to claim and accept as liquidated damages upon termination an amount equal to the maximum allowed by any applicable statute or rule of law now or hereinafter enacted. Landlord's remedies under this Lease shall be cumulative, independent and nonexclusive, and Tenant shall pay, in addition to any rent and other charges or sums due under this Lease, such additional sums as a court of competent jurisdiction may adjudge reasonable as attorney's fees and expenses in any action or judicial proceeding for the enforcement, or the collection of rent, other charges, and/or damages under this Lease.

(c) Landlord's failure or delay exercising any of its rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof or affect its right thereafter to exercise or enforce each and every such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check to be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease. No act or omission by Landlord or its employees, agents, or assigns during the term of this Lease shall be deemed an acceptance of a surrender of the premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

(d) Tenant acknowledges that Landlord shall incur certain additional unanticipated costs and expenses, including administrative costs and attorney's fees, if Tenant fails to timely pay any payment required hereunder. Therefore, as compensation for such additional expenses, and in addition to the other remedies available to Landlord hereunder, if any payment of Base Rent or any other sum or charge required to be paid by Tenant to Landlord hereunder shall become overdue for a period of five (5) days, a late charge of five percent (5%) of the payment so due shall be paid by Tenant as additional rent. In addition, if Tenant fails to pay within fifteen (15) days after the same is due and payable any sum or charge required to be paid by Tenant to Landlord, such unpaid amount shall bear interest from the due date thereof to the date of payment at the higher rate of eight percent (8%) per annum.

14. NOTICES AND ESTOPPEL CERTIFICATES

(a) Every notice or payment required or permitted to be given under or in connection with this Lease shall be deemed to be sufficiently given or served if personally delivered or if sent by an overnight receipted courier or by certified or registered mail, postage prepaid, and if to Landlord, at the address first written above, and, if to Tenant addressed to it at the Premises.

(b) Either party may designate a different address, or a different person as addressee, by serving notice on the other party in compliance with the provision of subsection (a) of this paragraph.

(c) All such notices or other communications shall be deemed to have been sufficiently given and received for all purposes on the date of delivery, if sent by personal delivery; as of the third business day following the date of mailing, if sent by U.S. mail; and as of the next business day following the date of deposit with the overnight courier, if sent by overnight courier, except that notices of change in address shall be deemed given and received only upon actual receipt or refusal of delivery.

(d) At any time and from time to time, Tenant agrees to execute, acknowledge and deliver to Landlord, not later than ten (10) days after a request in writing from Landlord, a statement in writing, in a form satisfactory to Landlord, certifying that this Lease is in full force and effect and unmodified (or if there have been modifications stating those modifications), identifying any uncured defaults by Landlord, and certifying the dates to which the rent and other charges have been paid. Tenant's failure to deliver such statement within such time shall be conclusive

against Tenant that the information set forth in the statement as given by Landlord on behalf of Tenant is true and correct, including without limitation, (i) that this Lease is in full force and effect, without modification except as specified, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rental has been paid in advance.

15. HOLDING-OVER

(a) If Tenant shall remain in possession of all or any part of the Premises after the expiration of the Term, then Tenant shall be deemed a lessee of the Premises from month to month, subject to all terms and conditions of this Lease, except that the monthly rental shall be increased to 120% of the last Base Rent, but nothing herein shall excuse any unauthorized holding-over.

16. MAINTENANCE AND REPAIRS

(a) Landlord makes no representations and provides no warranties of fitness to Tenant of the condition of the Premises nor of any systems in the Premises. Tenant accepts the premises in its current AS IS condition and Tenant acknowledges that Tenant has inspected the Premises and accepts the Premises in its current AS IS condition. Tenant, at Tenants sole cost and expense, shall make repairs necessary, if any, but subject to prior approval of same by Landlord. Landlord shall not be obligated to perform any routine maintenance to the HVAC system, which maintenance shall remain the obligation of Tenant as set forth below, and in no event shall Landlord have any obligation to perform any repairs or replacements to the HVAC system arising as a result of the acts or omissions of Tenant (including any failure of Tenant to perform Tenant's required maintenance of the HVAC system as set forth below). In the event that the compressor which is a part of the air conditioning system is replaced during that time period, then in such event Landlord shall assign all warranties to Tenant and shall not be responsible for the maintenance of the HVAC system

(b) At its expense, Tenant shall maintain, repair and replace in good condition and repair all structural and non-structural portions of the Premises, including, without limitation, the foundation and interior walls of the Premises, and the mechanical systems, HVAC systems, plumbing and electrical systems serving the Premises. If, after notice from Landlord, Tenant fails or refuses to make any repairs or provide any maintenance required of Tenant under this Lease, then Landlord, may, but shall not be obligated to, make or cause the repairs to be made or maintenance to be provide, and Tenant shall pay the full cost to Landlord upon demand as additional rent. Tenant shall keep in full force and effect a contract with a reputable heating contractor approved in advance in writing by Landlord for not less than the semiannual inspection, maintenance and repair of the HVAC system serving the Premises, including oiling, filter changes, required compliance with any environmental laws, rules, regulations, ordinances with respect to such systems, and similar maintenance and minor repair procedures. Tenant shall furnish a current copy of said contract to landlord during the entire term of this Lease.

(c) Except as otherwise expressly provided in this Lease, Tenant acknowledges that Landlord shall not be required to improve the Premises, and Tenant accepts the Premises "AS IS," "WHERE IS" and "WITH ALL FAULTS" and agrees that neither Landlord nor any of its agents or employees have made any other representations or warranties, either written or oral, express or implied, with respect to the condition, suitability, state of repair or zoning of the premises.

17. DAMAGE AND NON-LIABILITY

All personal property belonging to Tenant, or to any of its members, officers, agents, employees or contractors, and located on, in or about the Premises shall be there at the sole risk of Tenant. Neither Landlord nor its agents, employees, or assigns shall be liable to the Tenant, its members, officers, agents, employees or contractors, occasioned by failure to keep the premises heated, cooled or in repair, or by or from structural failure or collapse of plumbing, gas, water, steam or other pipes, or sewer, or the bursting, leaking or running of any water outlet, container or fixture in above, upon or about the Premises, nor for injury or damage occasioned by wind, water, snow or ice being upon or coming through the windows, doors, parking, road and sidewalk areas, or otherwise, nor for any injury or damage arising from the omissions of any of the utilities or services supplied or due to be supplied by Landlord under this Lease, nor from acts of negligence or willfulness of other occupants of the Premises.

18. SURRENDER OF LEASED PREMISES UPON TERMINATION

Tenant shall surrender to Landlord possession of the Leased Premises upon the expiration of this Lease or its termination in any manner in as good condition and repair as the same shall be at the commencement of the initial Term, excepting only ordinary wear and tear and damages resulting from fire or other casualty.

19. SIGNS

So long as Tenant complies with all legal ordinances and regulations, it shall have the right at its expense and with the prior written approval of Landlord with respect to size and manner of installation and support to install a Sign on the front of the Building to identify its occupancy thereof and Tenant shall save the Landlord harmless from any damage or damages resulting from the erection, maintenance or use of such Sign. All Signs permitted hereunder shall be installed and maintained by Tenant, at its expense, in a good and workmanlike manner and in accordance with all applicable laws. Tenant shall not paint any signs on the walls or structures of the building nor install any signs upon the roof. Upon the expiration or earlier termination of this Lease all of the signs affixed to the building shall be removed by the Tenant at its expense and any damages to the Premises in removing the same shall be repaired by the Tenant at Tenant's expense.

Subject to Landlord's prior review and written approval by governmental authorities, Tenant will be permitted to install the maximum amount of signage and awnings allowable by local code.

20. QUIET ENJOYMENT

If Tenant shall promptly and faithfully perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Term have the peaceable and quiet enjoyment and possession of the Premise without hindrance or claim from Landlord or any persons lawfully claiming the Premises.

21. SECURITY DEPOSIT

Tenant shall deposit with Landlord upon the execution of the Lease the sum of One Thousand Dollars (\$1,000.00) (the "Security Deposit") as security for the faithful performance of the Tenant's obligations under this Lease. If Tenant defaults in any obligation under this Lease, Tenant hereby authorizes Landlord at its option without notice, and without terminating this

Lease or otherwise waiving Landlord's rights in the event of a default by Tenant, to apply the Security Deposit in payment of rent or other sums payable under this Lease or to the cure of any of the default under this Lease. If any part of the Security Deposit is so used, Tenant shall, upon demand, deposit with Landlord good funds in an amount equal to that portion of the Security Deposit used by Landlord. If Tenant has no outstanding obligations under this Lease, the Security Deposit shall be refunded within sixty (60) days after the expiration of this Lease; otherwise the Security Deposit shall be retained by Landlord and applied against all damages suffered by Landlord, and the balance, if any shall be returned to Tenant. No interest shall be paid on the Security Deposit and the Security Deposit shall not be held in Trust.

22. LIMITATIONS ON LANDLORD'S LIABILITY

None of the Landlord's covenants, undertakings, or agreements are made or intended as personal covenants, undertakings or agreements by Landlord, and any liability for damage or breach or nonperformance by Landlord shall be collectible only out of Landlord's interest in the Premises, and no personal liability is assumed by, nor at any time may be asserted against, Landlord or any of its officials, agents, employees, or their respective personal representatives, heirs, successors or assigns, all such liability, if any, being expressly waived and released by Tenant. Without limiting the terms contained in the foregoing sentence, Tenant acknowledges that Landlord has the right to transfer its interest in the Premises and in this Lease, and Tenant agrees that in the event of such transfer, Landlord shall automatically be released from all liability under this Lease accruing after the date of such transfer, and Tenant agrees to look solely to such transferee for the performance of Landlord's obligation hereunder to the extent accruing after the date of such transfer.

23. NO WAIVER

No waiver by Landlord of any breach of the obligations, agreements or covenants of Tenant under this Lease shall be a waiver of any subsequent breach of any obligation, agreement or covenant of Tenant, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights or remedies with respect to such or any subsequent breach, nor shall any waiver by Landlord of any default or breach by Tenant under this Lease be deemed to have been waived by Landlord, unless contained in a writing executed by Landlord.

24. CHOICE OF LAW

This Lease is delivered in the State of Ohio and governed by Ohio Law. The Tenant agrees that any legal action or proceeding with respect to any of its obligations under this Lease may be brought by the Landlord in any state or federal court located in the State of Ohio, as the Landlord in its sole discretion may elect. By the execution and delivery of this Lease, the Tenant submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Landlord waives any claim that the State of Ohio is not a convenient forum or the proper venue for any such suit, action or proceeding.

25. JURY WAIVER

THE TENANT AND THE LANDLORD (BY THEIR ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE TENANT

AND THE LANDLORD ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LANDLORD TO PROVIDE THE FINANCING EVIDENCED BY THIS LEASE.

26. MISCELLANEOUS; LEASING COMMISSIONS/TENANT REPRESENTATIONS

(a) This Lease, including, without limitation, all exhibits attached hereto, supersedes any and all other understanding or agreements, written or oral, and contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties hereto or their respective successors in interest. The section headings contained in this Lease are for convenience only and do not define, limit or construe the contents of such sections.

(b) Each party hereby represents and warrants to the other party that no real estate broker or other person is entitled to any leasing commission or compensation as a result of the negotiation or execution of this Lease except as hereinafter disclosed. Each party hereby indemnifies, and agrees to defend and hold the other harmless from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any real estate broker or other person who may be deemed or held to be entitled thereto. Landlord acknowledges that Alex Russo of Cushman & Wakefield/Cresco Real Estate is the agent for Landlord and that the Agency Disclosure Statement has been received and executed.

(c) Tenant represents and warrants to Landlord that (i) Tenant is duly organized, validly existing and in good standing in accordance with the laws of the State of Ohio; (ii) all action necessary to authorize the execution of this Lease has been taken by Tenant; and (iii) the individual executing and delivering this Lease on behalf of Tenant has been authorized to do so, and such execution and delivery shall bind Tenant. Tenant, at Landlord's request, shall provide Landlord with evidence of such authority.

(d) Tenant acknowledges that this Agreement is subject to and conditioned upon the approval, consent and ratification of the City Council of the City of Olmsted Falls, through duly adopted Ordinance or Resolution.

(e) Personal Guarantees: Tenant acknowledges that Landlord is induced herein by the extension of the personal guarantees provided individually by the principals of Tenant's corporation, such that said personal guarantees extend beyond such signatories' capacities as agents of the Tenant Corporation and extend to such signatories personally, jointly and severally.

(f) Non-Exclusive Use of Greenspace: Tenant acknowledges that the land surrounding the leased structure (Premises) herein is public space and will remain open to the public. Tenant acknowledges that Landlord utilizes said greenspace for a variety of public events and uses. Tenant shall do no act that impairs or impedes Landlord's use of said greenspace.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease on this _____ day of _____, 2022.

WITNESSES:

LANDLORD: City of Olmsted Falls

Signature

By:

Print Name

Its:

Signature

Print Name

WITNESSES:

TENANT: Jake's Olde Wine Cellar, Inc.
Dba The Olde Wine Cellar

Signature

By:

Print Name

Its:

Signature

Print Name

Personal Guarantee

The undersigned, individually and personally, and jointly and severally, hereby personally guarantee the obligations of Tenant under the foregoing Lease Agreement.

WITNESSES:

KARI M. JACOBS

Signature

Print Name

JOHN M. JACOBS

Signature

Print Name

DRAFT

EXHIBIT "A"
TO LEASE AGREEMENT
(City of Olmsted Falls to The Olde Wine Cellar)
Address: 7950 Main Street, Olmsted Falls, Ohio 44138

Description: The structure thereon consisting of:

Approximately 2,750 square feet consisting of:

- | | |
|---|------------------------|
| a) Main floor | 1,090 square feet |
| b) Outside porches area | 700 square feet |
| c) 2 nd floor (not usable for public in current condition) | 560 square feet |
| d) Basement storage (not useable for public in current condition) | <u>400 square feet</u> |

Approximate total: 2,750 square feet