

LEASE AGREEMENT

THIS LEASE AGREEMENT IS MADE _____, 2015 by and between Wellnet Properties LLC, whose address is 309 Village Drive, Broadview Hts. Ohio 44147 ("Landlord"), and Parma, Community Development , a Department of the City Of Parma corporation, whose address is 6611 Ridge Rd., Parma Ohio 44129, ("Tenant").

ARTICLE I PRIMARY LEASE PROVISIONS

The following are the primary terms and provisions of this Lease.

- 1.01. Landlord: Wellnet Properties, LLC
- 1.02. Tenant: The City Of Parma Community Development Department

- 1.03. Demised Premises: 5517 State Road, Parma, OH 44134 (approximately 1380 sq.ft.)

- 1.04. Term: Two (2) years.
 - a. Commencement Date: June 1st, 2015
 - b. Termination: May 30th, 2017
 - c. Lease Date: _____, 2015

- 1.05. Rental Fee: Thirty One Thousands and Two Hundred (\$31,200) Dollars.

- 1.06. Monthly Installments:
24 Installments of One Thousand Three Hundred (\$1300.00)

- 1.07. Permitted Use: City Of Parma, Community Development Office

- 1.08. Security Deposit: One Thousand Three Hundred (\$1300.00) Dollars.

- 1.10. Last Month's Rental
Paid In Advance? _____ YES X NO

ARTICLE II GRANT AND TERM

2.01. Grant. Landlord, in consideration of the monies to be paid and the covenants to be performed by Tenant, does hereby demise unto Tenant, and Tenant hereby leases from Landlord, the Demised Premises specified in Paragraph 1.03 hereof (the "Leased Premises") located in that certain retail shopping development commonly known as Wellnet Plaza, located at 5517 State Road, Parma, Ohio 44134 (the "Shopping Center").



2.02. Legal Description. The legal description of the Shopping Center units is attached hereto and made a part hereof as Exhibit A.

2.03. Reservation. The exterior portion of the walls and roof of the Leased Premises and the area beneath and above the Leased Premises are not demised hereunder, and the use thereof, together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through, around, over or under the Leased Premises are hereby specifically reserved unto Landlord.

2.04. Submission. The mere submission by Landlord of an unexecuted copy of this Lease to Tenant shall have no binding effect against Landlord unless this Lease is executed by Landlord and Tenant as provided herein. In no event shall the Term be deemed to have commenced nor shall this Lease be binding or enforceable against Landlord unless and until Tenant delivers to Landlord, and Landlord accepts from Tenant: a fully executed copy of this Lease, the first month's Rental Fee, and payment of the Security Deposit.

2.05. Delayed Availability. If, for any reason beyond the reasonable control of Landlord, Landlord cannot make the Leased Premises available to Tenant on the commencement date of the Term, then the commencement date of the Term and Tenant's obligation to pay the rental and other charges due hereunder shall be postponed and extended until the Leased Premises are available for use, and Tenant shall have no claim whatsoever against Landlord, at law or in equity, as a result of landlord's inability or failure to timely make the Leased Premises available for use. In the event of any such postponement, the Term shall be extended one day for each day of such postponement. Notwithstanding the foregoing, Tenant may terminate this Lease Agreement should the Leased Premises not be available prior to June 1st, 2015.

2.06. Hold Over. In the event Tenant holds over in possession of the Leased Premises after the expiration of the Term, or earlier termination of this Lease, Landlord, at its exclusive option and sole discretion, may (a) deem Tenant to be occupying the Leased Premises from month-to-month at a monthly rental fee which is One Hundred Twenty-five (125%) Percent of the Monthly Installment provided for herein, and otherwise subject to all of the terms, conditions and other charges of this Lease, or (b) Landlord may exercise any rights or remedies it has under this Lease, including an action against Tenant for trespass. No payment by Tenant or acceptance by Landlord of an amount less than One Hundred Twenty-five (125%) Percent of the monthly rental provided for herein shall be deemed to be other than a payment on account for the benefit of Landlord, and Landlord may accept such amount without prejudice to its right to recover the balance of the rent or other amount owed, or to pursue any other remedy provided herein in the event of a Default.

ARTICLE III RENT

3.01. Rental Fee. Tenant shall pay to Landlord the sum indicated in Paragraph 1.05 hereof, as base rental of the Leased Premises for the Term (the "Rental Fee"). Tenant's obligation to pay the Rental Fee is independent of every other covenant of this Lease.

3.02. Installment Payments.

(a) Monthly Installments. The Rental Fee shall be paid by Tenant to Landlord in equal monthly installments in the amount indicated in Paragraph 1.06 hereof (the "Monthly Installments") and will be mailed to Tenant at 309 Village Drive Broadview Hts. OH 44147.

(b) Terms of Payment. All Monthly Installments of the Rental Fee shall be paid in advance, on the first day of each month during the Term, without any offset, deduction or delay whatsoever, or any demand therefor, by a check or draft for legal tender of the United States of America, at address for Landlord stated herein in 3.02 (a), or at such other place as Landlord may, from time to time, designate in writing. No payment by check or draft shall be deemed timely made unless honored and paid by the drawee bank upon presentment for payment.

3.03. Service Charge. TIME IS OF THE ESSENCE OF THIS LEASE, therefore, if Tenant fails to pay any Monthly Installment of the Rental Fee on or before the tenth day of the month in which the same becomes due, or any other monies payable to Landlord hereunder on or before the date due for any two (2) months in any twelve (12) month period, then Tenant shall immediately, without demand therefor, pay to Landlord a service charge of the greater of Fifty (\$50.00) Dollars or Five (5%) Percent of the Monthly Installment here of ("Service Charge"). The Service Charge is in addition to and not in limitation of any other remedy or right provided herein, and is intended to compensate Landlord for the additional expenses associated with monitoring and administering delinquent payments and shall not be deemed a penalty. Landlord reserves the right to increase the Service Charge at any time upon prior written notice to Tenant.

3.04. Returned Check Charge. In the event any check or draft tendered in payment of any monies due hereunder, including rental, is dishonored for any reason and returned unpaid by the drawee bank, Tenant shall, immediately, without demand therefor, pay to Landlord a returned check charge of Thirty Five (\$35.00) Dollars ("Returned Check Charge"). The Service Charge and Returned Check Charge are separate and cumulative remedies, and in addition to all other remedies provided herein.

3.05. Security Deposit. As a condition precedent to the enforceability of this Lease by Tenant and the commencement of the Term, Tenant shall pay to Landlord a security deposit in the amount indicated in Paragraph 1.10 hereof ("Security Deposit"). The Security Deposit shall be held by landlord, without interest or fiduciary duty, to secure the full and timely performance by Tenant of all terms and conditions required to be observed or performed by Tenant hereunder, including, without limitation, the payment of rent. In the event Landlord uses or applies all or any portion of the Security Deposit prior to the expiration of the Term, Tenant shall immediately deposit with Landlord such additional sums as may be required to reinstate the Security Deposit to the amount originally required herein. Landlord shall have no obligation or duty whatsoever to apply or use all or any portion of the Security Deposit to cure or mitigate any Default by Tenant or damages caused thereby. The right of Landlord to retake possession of the Leased Premises for non-payment of rent or other charges, or for any other reason shall in no event be affected by Landlord's possession of the Security Deposit. Landlord may mix and commingle the Security Deposit with such other funds and monies as Landlord deems appropriate. Within a reasonable time after the expiration of the Term of this Lease, Landlord shall return to Tenant that portion of the Security Deposit, if any, not otherwise applied or used as permitted herein. Landlord shall have the right to transfer the Security Deposit to any purchaser of the Shopping Center and shall be released of all liability to Tenant for the return of same.

ARTICLE IV USE OF LEASED PREMISES

4.01. Permitted Use. The Leased Premises shall be used by Tenant solely for the purpose specified in Paragraph 1.07 hereof.

4.02. Compliance, Conduct, and Care of Premises. Tenant shall use, maintain and occupy the Leased Premises in a careful, safe, and lawful manner, and shall not commit waste thereon. Tenant, at its sole expense, shall at all times comply with all public laws, ordinances, rules, and governmental regulations, and Tenant shall promptly obtain and continuously maintain during the Term every license or other governmental permit required by Tenant to lawfully operate its business. Tenant shall conduct its business in a business—like manner according to the highest ethical standards and shall not injure the reputation or character of the Shopping Center or Landlord. Tenant shall take good and reasonable care of, and shall not misuse, neglect, damage or deface the Leased Premises. Tenant shall keep the Leased Premises neat, clean, safe and free from trash, dirt, ice and snow. Tenant shall do nothing to disturb, nor cause damage to any other tenant of the Shopping Center.

4.03. Rules and Regulations. Tenant shall fully and promptly comply with all existing and future rules and regulations as may be reasonably adopted and implemented by Landlord.

4.04. Insurance. Tenant shall engage in no conduct or activity, nor permit any use of the Leased Premises, nor cause to be stored threat any material or substance which may be dangerous to life or property, or which may increase the premium of or invalidate any Insurance policy carried by Landlord.

4.05. Improvements. Tenant shall make no alterations, additions, improvements or other changes to the Leased Premises or to the Shopping Center, or attach or affix thereto, or build therein any fixture or other article without the prior written approval of Landlord, which approval may not be unreasonably withheld.

4.06. Signs. All signs to be erected, placed or displayed in, on or about the Leased Premises or the Shopping Center by Tenant, and the method of their installation shall be subject to the prior written approval of Landlord. Immediately upon expiration or termination of this Lease Tenant shall, at its sole cost and expense, remove all signs erected, placed or displayed by it, and repair all damage caused by such removal

4.07. Hazardous Substances. Tenant shall not cause or permit, directly, indirectly, or otherwise, intentionally, incidentally or otherwise, the use, production, storage, generation, disposal, treatment or other presence in, on, or about the Leased Premises of any toxic or otherwise hazardous material substance or waste, whether liquid, solid, gaseous or otherwise ("Hazardous Substance"). Tenant shall not discharge or release on, under or about the Leased Premises, or permit to be discharged or released on or about the Leased Premises, or into any drain, toilet, basin or otherwise into the sanitary or storm sewers servicing the Leased Premises any such Hazardous Substance. Tenant shall indemnify, defend and hold Landlord, its successors and assigns, harmless from any and all liabilities, clean-up and/or response costs and other costs, including, without limitation, attorney's and expert consultant's fees, incurred on account of any breach of this provision by Tenant, notwithstanding the termination of this Lease. In the event at any time after the commencement hereof, Landlord, its successors or assigns, discovers the existence of any environmental hazard caused or created by Tenant, then, in such event, Tenant, and its successors and assigns, shall fully clean-up, remove and remediate such condition, at its sole cost, to the complete satisfaction of Landlord and its designees, notwithstanding the termination of the Lease. Such liability shall include, without limitation, the cost of environmental consultants to direct, engineer and perform the clean-up to Landlord's sole satisfaction, all removal, remediation and disposal costs, costs of waste handling, packaging, transportation and disposal at approved, licensed waste disposal sites, all costs of containment and security as and if necessary, all costs of reclaiming or replacing the land and/or structures affected by such remediation and removal, and every other cost associated with rendering the Leased Premises completely safe from environmental hazards.

ARTICLE V COMMON AREAS

5.01. Common Areas. Landlord shall operate, manage and maintain during the Term, all parking areas, roads, sidewalks, loading and delivery areas, the roof and outer walls, the landscaped areas, drainage areas, common area lighting facilities, and such other common areas and facilities of the Shopping Center as may be designated from time to time by Landlord (the "Common Areas"). The manner in which the Common Areas shall be maintained and operated, and the expenditures therefor, shall be at the sole discretion of Landlord.

5.02. Right to Use. Tenant shall have a non-exclusive right, in common with all other tenants of the Shopping Center, to use and/or enjoy the Common Areas for those purposes for which they are intended.

5.03. Restrictions. Landlord shall have the right to close or suspend temporarily any Common Area in order to effectuate repairs, alterations or improvements thereto, and during such period of closure, Tenant shall have no right to use the Common Area. Tenant's use of the Common Areas shall be subject to and conditioned upon Tenant's compliance with the terms and conditions of this Lease, and such rules and regulations governing the use thereof including, but not limited to, restrictions concerning the use of sidewalks, delivery of merchandise, and tenant parking, as Landlord may, from time to time, establish.

ARTICLE VI ADDITIONAL OBLIGATIONS OF TENANT

In addition to the other covenants and agreements of Tenant set forth herein, Tenant also covenants to Landlord all of the following:

- 6.01. Timely Payment. Tenant shall timely and promptly pay to Landlord when due the monthly installments of the Rental Fee and every other charge due and cost incurred hereunder without any offset, delay, excuse or deduction whatsoever.
- 6.02. Utilities. Tenant shall timely pay for all separately metered utility services supplied to the Leased Premises during the Term, including, without limitation, gas, electricity and telephone. Landlord shall not be responsible for the quality or quantity of any such utility services.
- 6.03. Plate Glass and Lawn Lighted Sign. Tenant shall insure and maintain the plate glass portion of the Leased Premises and of the lawn lighted sign, and promptly replace any breakage thereof with glass of like size, color and quality, and provide and pay for the Installation thereof, and the cleanup of any breakage. For the Lawn sign Tenant shall be responsible for a 50% (fifty) of the glass replacement cost
- 6.04. Surrender. At the expiration or termination of this Lease, Tenant shall restore the Leased Premises to the condition as exists as of the Commencement Date hereof, normal wear and tear excepted, except as may have been bettered by any Tenant improvements and shall surrender the Leased Premises, broom clean, and in good condition. Tenant shall at its own expense, repair any damage occasioned or resulting from its possession of the Leased Premises, and shall surrender and deliver to Landlord any and all keys, authorizations, and related items in its possession or control to the Leased Premises or to the Shopping Center, all of which items shall at all times be and remain the exclusive property of the Landlord. Any personal property of Tenant remaining in the Leased Premises or the Shopping Center after the expiration or termination of this Lease or surrender of the Leased Premises, shall be deemed to have been abandoned by Tenant.
- 6.05. Intentionally omitted.
- 6.06. Repairs. Tenant shall immediately inform Landlord of any condition in the Leased Premises in need of repair or replacement, regardless of the reason therefor. Tenant shall keep and maintain in good order and condition the Leased Premises and every part thereof and any and all appurtenances thereto, including, without limitation, the interior portion of all walls, the floor, the ceiling, and the interior and exterior portion of all doors, windows, plate glass, store front, store sign, all plumbing and sewage facilities within the Leased Premises, (including free flow up to the main sewer line), and electrical, lighting (including all tube, ballast and bulb replacement), heating, ventilating and air conditioning (HVAC) fixtures and systems (regardless of whether same are located in the Leased Premises). The plumbing and sewage facilities shall not be used for any purpose other than that for which they were constructed, and no hazardous or toxic substance or object of any kind shall be introduced therein. In the event of repairs Tenant will pay costs and expenses.

6.07. Sublease or Assignment. Tenant shall not sublease the Leased Premises or any part thereof, nor assign, negotiate or otherwise transfer any of its rights, obligations or interest under this Lease, without the prior written approval of Landlord, which approval will not be unreasonably withheld provided Tenant remains liable for its obligations under the Lease Agreement. Notwithstanding anything herein to the contrary, Landlord may withhold its approval for any assignment or subleasing of the Leased Premises for any reason or concern related to credit, financial strength, or business capability. The sale, issuance or transfer of any voting capital stock of Tenant, if Tenant is a corporation, which results in a substantial change in voting or effective control of Tenant shall be deemed to be an assignment of this Lease. The acceptance by Landlord of any Rental Fees or other payments following any assignment or other transfer prohibited by this Paragraph shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall same be deemed to be a waiver of any right or remedy of Landlord hereunder. Assignments for the benefit of creditors of Tenant, or by operation of law, shall not be effective against Landlord without Landlord's prior written approval, which approval may be withheld for any reason.

6.08. Subordination. In the event the Shopping Center is now encumbered by any mortgage, Tenant does hereby subordinate all rights and interest it may have in and to the Leased Premises to Landlord and any Mortgagee of Landlord. In the event Landlord hereafter encumbers the Shopping Center for the purpose of obtaining a mortgage loan, this Lease and all of Tenant's rights hereunder shall be subordinated to the lien of any such mortgagee, and Tenant shall, upon written request of Landlord or any Mortgagee, execute any letter of estoppel or other instrument required by Landlord or any such mortgagee to effect such subordination, and Tenant shall also execute a Letter of Estoppel, certifying to such information and facts as Landlord or any such mortgagee of the Shopping Center may require, including, without limitation, (a) that this Lease is in full force and effect, (b) the date of commencement of the Term, (c) that rent is paid currently without any offset or defense thereto, (d) the amount of rent, if any, paid in advance, and (e) that there are no uncured defaults by Landlord or stating those claims by Tenant; provided, however, that such facts are accurate and/or ascertainable.

6.09. Sale of Shopping Center. In the event Landlord decides to sell the Shopping Center, Tenant shall, upon the written request of Landlord, execute a Letter of Estoppel, setting forth such information and facts as any such purchaser of the Shopping Center shall require. Tenant shall also release Landlord of all of its liabilities and obligations set forth herein, including, without limitation, those which relate to the return of the Security Deposit, and substitute and attorn therefor such purchaser of the Shopping Center.

ARTICLE VII RESERVED RIGHTS

In addition to all of the other rights and privileges of Landlord hereunder, Landlord specifically reserves unto itself the following rights:

7.01. Entry for Repairs and Exhibition. To enter the Leased Premises at all reasonable times for the purpose of making inspections, alterations, Improvements or repairs which Landlord, in its sole discretion, deems necessary or desirable and to exhibit the Leased Premises to insurers, contractors, prospective tenants, lenders, and/or purchasers, and other parties. Each entry by Landlord in accordance with this Section 7.01 shall be made in such a manner as will not unreasonably interfere with Tenant's use of the Lease Premises.

7.02. Rules and Regulations. To adopt, amend, revoke and enforce such rules and regulations as Landlord shall, at its sole discretion, deem necessary or desirable, and to enforce the provisions thereof as though same were specifically incorporated as covenants of this Lease, provided same do not materially conflict with intent of Lease Agreement.

7.03. Property. To alter the size, shape, appearance, number and/or location of the buildings (other than the Leased Premises), the parking areas, and other Common Areas and every part thereof which makes up and comprises the Property, or to change the name of the Property.

ARTICLE VIII INDEMNIFICATION

8.01. Blanket Indemnification. Tenant shall indemnify, defend and hold Landlord free and harmless, including, without limitation, all partners, employees, and agents of Landlord, and each of their respective heirs, representatives, successors and assigns, from and against all claims, expenses, and liabilities, including, without limitation, attorneys fees and litigation expenses, arising out of, caused by or related to any of the following:

(a) Lease. The execution of this Lease and the performance of this Lease by Tenant.

(b) Premises. The use or occupancy of the Leased Premises, or the Shopping Center, by Tenant, and its agents and employees, as well as any act of any customer, business invitee, supplier, guest or other visitor of Tenant ("Visitors").

(c) Personal Property. Any damage to or destruction of any property, records, equipment, inventory, or other personal property, tangible and intangible, of every nature and description, now owned or hereafter acquired by Tenant, its employees or Visitors.

(d) Business. Damage to the business of Tenant, including, without limitation, the bursting of pipes, power outages, loss of HVAC services, flooding, vandalism, burglary, malicious mischief, and any and every other cause whatsoever, regardless of whether the same is specifically provided for herein.

(e) Broker. The employment, use or retention of a broker, finder or other agent by Tenant in connection with the ultimate execution of this Lease.

8.02. Insurance. Tenant shall promptly obtain and continuously maintain during the Term public liability insurance on an "occurrence" basis form, including workers compensation coverage, and personal property damage, in such amounts and with such insurance companies as Landlord shall reasonably approve, and every such insurance policy shall name Landlord as an additional Insured and/or loss payee and provide for thirty (30) day advance written notice to Landlord in the event of cancellation, expiration, reduction in coverage, or other material alteration thereof. Tenant shall provide copies of all such insurance policies and receipts evidencing payment of premiums therefor, immediately upon the request of Landlord, and prior to Tenant taking possession of the Leased Premises.

8.03. Non-Recourse. Neither Landlord nor its partners or employees shall have any duty or liability to Tenant except as expressly provided for herein, and, in the event of any such liability to Tenant hereunder, or under any law, Landlord's liability to Tenant shall be non—recourse and strictly limited to Landlord's equity position, if any, in the Shopping Center.

8.04. No Security. Landlord shall have no obligation or duty whatsoever to provide, or pay for, security or other personal or physical property protection services or devices with regard to the Leased Premises or the Shopping Center. In no event shall Landlord be held responsible or liable for the act of any person or persons unrelated to Landlord, its agents, employees or contractors, whether criminal or not, which occur on or at the Leased Premises or the Shopping Center.

ARTICLE IX SHOPPING CENTER CASUALTY

9.01. **Partial Destruction.** In the event that, through no fault of Tenant, the Shopping Center shall be partially damaged by fire or other casualty at any time during the Term, and Landlord in its reasonable sole discretion deems the Shopping Center salvageable, Landlord shall use its best efforts to have the Shopping Center promptly repaired or to have its Insurance company repair same, and a proportionate abatement of rent shall be allowed to Tenant for the time occupied in such repairs, except, if Tenant can use and occupy the Leased Premises without inconvenience then there shall be no abatement of rent. If said repairs are delayed because of the failure of Tenant to adjust his own insurance, then no reduction shall be made beyond a reasonable time allowed for such adjustment.

9.02. **Total Destruction.** In the event the Shopping Center is totally or substantially destroyed by fire or other casualty, then this Lease shall thereupon terminate without further liability of Landlord or Tenant with respect to the unexpired Term. Landlord and Tenant release each other from any liability for loss, damage or injury caused by such fire or other casualty for which insurance permitting waiver of liability and waiver of insurer's right of subrogation) is carried by either Landlord or Tenant to the extent of any recovery by them under such policy.

9.03. **Eminent Domain.** If the whole or any part of the Leased Premises is taken by public authority under the power of eminent domain then, Landlord may either immediately terminate this Lease, or at Landlord's sole cost, relocate the Tenant to another location of equivalent size within the Shopping Center for the balance of the Term. If Landlord decides not to relocate Tenant, and to immediately terminate this Lease, then the term of this Lease shall cease as of the day possession is actually delivered to such public authority and the Base Rent and additional rent shall be paid up to that day with a proportionate refund by Landlord of such rent as may have been paid for a period subsequent to the date of the taking. Any damages awarded for such condemnation shall remain the sole property of the Landlord.

ARTICLE X LANDLORD'S COVENANT

Landlord covenants and agrees that so long as Tenant shall promptly pay the Monthly Installments of the Rental Fee and the other monies due hereunder, and perform all of the covenants and agreements set forth herein, Tenant shall have the peaceable and quiet enjoyment and possession of the Leased Premises during the Term without any manner of hindrance, subject only to the conditions and restrictions set forth herein and any applicable rules and regulations.

ARTICLE XI DEFAULT

11.01. Default. Default under this Agreement shall be defined as, and Tenant shall be deemed to be in Default hereunder upon the occurrence of any one of the following events and Tenant's failure to correct said occurrence within ten (10) days after receipt of written notice of default from Landlord (or within thirty (30) days for non-monetary default which Tenant cannot reasonably correct within said thirty (30) day period provided Tenant commences on a best efforts and good faith basis, to cure such defaults ("Default"):

(a) Rental Payment. Tenant fails to pay in full and when due all or any portion of a Monthly Installment of the Rental Fee, or the Security Deposit due hereunder; or

(b) Other Payments. Tenant fails to pay in full and when due any other monies or charges due hereunder, including, without limitation, insurance premiums, and other costs and charges payable by Tenant hereunder; or

(c) Performance. Tenant breaches or fails to fully and promptly observe or perform any term, condition, or time parameter of this Lease, or the rules and regulations promulgated hereunder, regardless of whether such failure or breach relates to a material provision of this Lease; or

(d) Habitual Tardiness. Tenant fails, for a sixth time in any twelve (12) month period, to pay in full and when due a Monthly Installment of the Rental Fee, or any other monies due hereunder, regardless of whether the previous two late payments were accepted by Landlord; or

(e) Insolvency. Tenant admits in writing its inability to pay its debts generally as they become due, makes a general assignment for the benefit of its creditors, applies for or consents to the appointment of a receiver, trustee or liquidator, or becomes insolvent or commits an act of insolvency, files a voluntary petition in bankruptcy or admits any material allegation in any pleading or petition filed against it in any bankruptcy or insolvency proceeding, or takes any action for the purpose of effectuating any of the foregoing; or

(f) Abandonment. Tenant abandons, surrenders or vacates the Leased Premises prior to the expiration of the Term.

11.02. Rights and Remedies. In the event of a Default, Landlord may, at its sole option and exclusive discretion, take or exercise any of the following rights and remedies, concurrently, consecutively, alternatively and as often as the occasion may arise:

(a) Termination. Terminate this Lease and take exclusive possession and control of the Leased Premises without demand, and without any Court Order or other process of law, and physically put out, vacate and otherwise remove all persons and property therefrom, by force if necessary.

(b) Re—Let. Re-let the Leased Premises to any person or entity, and at any rental fee or rate, and for any term that Landlord deems appropriate.

(c) Acceleration. Accelerate the full payment of the Rental Fee, and any and all other monies due hereunder.

(d) Court. Commence eviction proceedings and/or file suit for all or any portion of the unpaid Rental Fee, or other monies due and owing hereunder including actual attorneys fees, court costs and litigation expenses, or for any damages caused by Tenant.

(e) Apply Security Deposit. Apply all or any portion of the Security Deposit to remedy or set off against the damages caused by Tenant's Default and receive an additional Security Deposit in an amount acceptable to Landlord to provide adequate assurance of future performance of Tenant's obligation under this Lease. In no event shall Landlord's application of the Security Deposit be deemed a waiver of Default, nor shall such application prevent Landlord from enforcing any other right or remedy provided herein.

11.03. Attorneys Fees. In the event of any Default by Tenant, Tenant shall reimburse Landlord for any and all reasonable attorneys fees, court costs and litigation expenses incurred as a result of such Default, regardless of whether court process is commenced against Tenant by Landlord. In the event of any Default by Landlord, landlord shall reimburse Tenant for any and all reasonable attorneys fees, court costs and litigation expenses incurred as a result of such Default

11.04. Notice. Upon the occurrence of any event of Default, Landlord may exercise any of the rights and remedies provided herein without any prior notice to Tenant, except as may be required by law.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.01. Assignment. Landlord may assign, negotiate or transfer all or any portion of its rights, obligations or interest in, to, or under this Lease in whole or in part, at any time without notice to or consent of Tenant.

12.02. Relationship. Nothing stated or implied herein is intended to nor shall it be deemed to create any partnership or joint venture between Landlord and Tenant. The relationship between Landlord and Tenant does not extend beyond the scope of this Lease.

12.03. Waiver of Action. No action or omission by Landlord, including but not limited to, any extension, modification, amendment, forbearance, delay, indulgence, or concession with regard hereto, with or without notice to Tenant, is intended as, nor shall it constitute or be deemed a waiver, discharge or release of Tenant, or of any obligation of Tenant or right of Landlord established hereby, nor shall such action or omission constitute an approval of or acquiescence in any breach hereof or Default hereunder.

12.04. Accord and Satisfaction. No restrictive endorsement or statement on any check or draft, or letter accompanying any check or draft, for payment of rent or any other amount owed to Landlord shall cause or evidence any accord or satisfaction by Landlord to accept an amount less than is then due and owing.

12.05. Exclusivity. Landlord shall not permit the use of the remaining portion of the shopping center to other Doctors of Chiropractic.

12.06. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio. In the event of any dispute between the parties hereto, the exclusive jurisdiction and venue for the resolution and settlement thereof shall be Cuyahoga County, Ohio, U.S.A.

12.07. Conformity. Any provision of this Lease which is in conflict with the laws of the State of Ohio as of the date hereof, is hereby amended to conform to and comply with such state law for the maximum and fullest extent permitted thereunder (herein referred to as "Conformity"). In the event a court is unable to comply with the Conformity agreed to herein, then, in the alternative, if any term, obligation, right, or condition, hereof is held invalid, or unenforceable, the remaining provisions hereof shall: a) remain in full force; b) in no way be altered, affected, impaired, invalidated, or otherwise changed thereby; and c) be interpreted, and applied as though such offensive provisions) was not in the first instance contained herein.

12.08. Notices. All notices required hereby or given pursuant hereto, if any, shall be deemed effective and binding if given in writing by certified or registered mail, return receipt requested, (regardless of whether the return receipt is received by sender), or any of the next—day delivery carriers, or their equivalent, or given in person, to the addresses provided for herein and shall be deemed effective on the third business day after the same is postmarked or dated for dispatch.

12.09. Captions. Article and paragraph titles, headings and/or captions contained herein have been inserted solely as a means of reference and convenience. Such captions shall not affect the interpretation or construction of this Lease and shall not define, limit, or otherwise described the scope of this Lease or the intent of any provision thereof.

12.10. Gender. Whenever required by the context or use in this Lease, the singular word shall include the plural word and the masculine gender shall include the feminine and/or neuter genders, and vice versa.

12.11. Entire Lease. This lease, and all accompanying exhibits, attachments, rules and/or regulations, if any, constitute the entire and integrated agreement between Landlord and Tenant and supercedes and cancels any prior or contemporaneous understandings or agreements, whether written or oral, by and between Landlord and Tenant relative to the subject matter hereof.

12.12. Binding Effect. All rights and obligations contained herein shall be binding upon and inure to the benefit of Landlord and Tenant, and their respective successors, and permitted assigns, if any.

12.13. Receipt. Landlord and Tenant hereby acknowledge that they have read, fully understand and agree to all of the above, and that they have executed and delivered the original of this Lease as of the date first set forth hereinabove, and accept a copy of this Lease and all Exhibits referenced herein, appropriately completed.

12.14. Landlord's Work. Landlord shall provide the premises in accordance with the attached Exhibit B".

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement, in duplicate, on the day and year first above-written.

WITNESSES:

"TENANT"

_____ By : _____

_____ Dated: _____

"LANDLORD"

_____ By: _____

_____ Dated: _____

TENANT'S ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

This _____ day of _____, 2015, before me, a Notary Public in and for said County, personally appeared Marc Rosenberg, who executed the foregoing instrument as Tenant, and that he did sign said instrument as his voluntary act and deed.

Notary Public

_____ County, _____

My Commission Expires: _____

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

This _____ day of _____, 2015, before me, a Notary Public in and for said County, personally appeared Giovanni Pupillo, President of Wellnet LLC, who executed the foregoing instrument as Landlord, and that he did sign said instrument as his voluntary act and deed.

Notary Public

_____ County, _____

My Commission Expires: _____

"EXHIBIT A"

WELLNET PLAZA

STANDARD CONSTRUCTION SPECIFICATIONS 5517

PARTITIONS: Four major walls of standard height, ready for paint or paper of the main room and two smaller rooms.

ENTRANCES AND STOREFRONT:

Rear Door: Standard metal security door with matching lock set.
Bathroom: One hollow core wooden door..
Front Door: Standard insulated glass door with aluminum sash frame and matching lock set
Windows: Fixed insulated glass set in aluminum frame.

CEILING: Mechanically suspended acoustical tiles, installed in a 2' x 4' grid system.

FLOOR: Poured concrete, ready for floor covering.

ELECTRICAL: Service: 100 AMP with separate meter.
Receptacles: standard duplex electric receptacle outlets per Code.
Switches: single pole switches per Code.
Sign: one outlet per unit.
Telephone: one standard outlet per 500 square feet.

LIGHTING: Standard 2' x 4' recessed fluorescent lighting fixtures, complete with four tubes and plastic lens per Code.

HVAC: Separately metered gas furnace and concomitant heat exchanger and appropriate condensing capacity with thermostat in premises.

PLUMBING: Water and sewer with lavatories provided per Code.