

IN THE COUNCIL OF THE VILLAGE OF NEW CONCORD, OHIO

**RESOLUTION NO. 10-13-1**

A RESOLUTION AUTHORIZING THE COUNCIL PRESIDENT TO ENTER INTO AN AGREEMENT FOR USE OF A BUILDING AT 14 DEPOT STREET; SECOND READING.

WHEREAS, Council deems it is necessary and proper for the New Concord Fire Department to use the property at 14 Depot Street owned by Triplett and Adams LLC, and;

WHEREAS, it is necessary to enter into agreements for said services, and;

WHEREAS, the Council President is the appropriate person to enter into the agreements on behalf of the Village in order to avoid any conflict of interest, and;

WHEREAS, the immediate adoption of this resolution is in the interest of the health, safety and welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of New Concord, Ohio that:

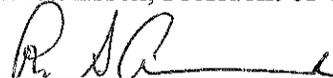
Section 1. That the Council President is hereby authorized to enter into an agreement with Triplett and Adams LLC for the Fire Department to use and occupy 14 Depot Street and to make necessary improvements for said use rent free.

Section 2. For the reasons stated in the preamble, this resolution shall take effect and be in full force at the earliest period allowed by law.

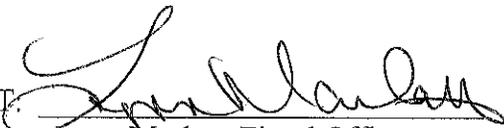
PASSED: October 14, 2013

  
Brett Essex, President of Council

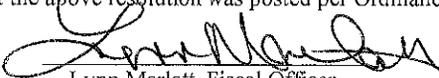
APPROVED: October 14, 2013

  
R. Gregory Adams, Mayor

ATTEST:

  
Lynn Marlatt, Fiscal Officer

I hereby certify that the above resolution was posted per Ordinance No. L-1-84-1.

  
Lynn Marlatt, Fiscal Officer

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease"), dated Oct 14, 2013, is being entered into by and between TRIPLETT AND ADAMS, LTD., an Ohio limited liability company ("Landlord"), having a notice address of 22 W. Main Street, New Concord, Ohio 43762, and THE VILLAGE OF NEW CONCORD, OHIO, an Ohio municipality ("Tenant"), having a notice address of \_\_\_ Main Street, New Concord, Ohio 43762.

1. **DESCRIPTION OF PREMISES:** Landlord hereby leases to Tenant approximately 2,800 square feet of leasable area (the "Premises"), being all of the leasable area contained in that certain office building that comprises a portion of real property owned by Landlord and located at 14 Depot, New Concord, Ohio (the "Property"). Tenant's lease of the Premises hereunder includes the rights appurtenant to the Premises, including the right to use the access drive, parking areas, and other improvements appurtenant to the Premises.

2. **TERM:** The term of this Lease shall be three (3) years, commencing on Oct 14, 2013 ("Commencement Date") and expiring Oct 14, 2016; The term of this Lease shall automatically extend for two (2), three (3) month renewal periods following the expiration of the then-existing term unless Landlord or Tenant has given written notice to the other party, at least thirty (30) days prior to the expiration of the then-existing term, of such party's desire to allow this Lease to expire upon the expiration of the then-existing term or renewal period. Each renewal period shall be upon the same terms, covenants, conditions, and provisions contained in this Lease, and rent for each renewal period shall continue at the same rate. The "term" of this Lease shall include the original term and each three (3) month renewal period that arises pursuant to the terms of this Section.

3. **EXIT CLAUSE.** Landlord and Tenant shall have the right to exit this Lease after the first year with three (3) months advance notice in writing.

4. **RENT:** Tenant shall pay to Landlord, as rent for the Premises, the following amounts beginning on the Commencement Date and, thereafter, on or before the fifth day of each calendar month of the term:

Year 1 - \$ -0- per annum

Year 2 - \$2,000/month

Year 3 - \$2,500/month

Remaining Term: For each subsequent year after year three, the rent shall increase on the first day of the new annual term commensurate with the same percentage increase in the Consumer Price Index, All Urban Consumers, All Items (1982-1984 = 100), as published by the Bureau of Labor Statistics (or by a similar index if the aforesaid index ceases to be published), over the immediately preceding term. At no time shall the rent be less than the prior rental term rate, nor more than a three percent (3%) increase of the ten existing rental rate.

The rent shall be payable without setoff and without notice or demand. Rent shall be prorated on a per diem basis for any partial calendar month falling within the term. Tenant shall deliver rent payments to Landlord's notice address stated above or such other address as Landlord may designate from time to time by written notice. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts due hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant. Any installment of rent not fully paid within five (5) business days after the due date shall additionally include a late charge equal to ten percent (10%) of the amount of the monthly installment.

5. CONDITION OF PREMISES: Landlord is delivering possession of the Premises to Tenant in "AS IS" condition and Landlord makes no warranties or representations to Tenant regarding the condition or state of repair of the Premises with the exception of the following; that all public utilities serving the site are in good working order and fully functional including but not limited to, water, electricity, gas, sanitary sewer and storm sewer systems. Tenant shall be deemed to have fully accepted the Premises in the condition thereof as of the date of this Lease upon taking occupancy of the Premises; provided, however, nothing contained in this Section is intended to nullify or limit or otherwise modify Landlord's specific maintenance and repair obligations under this Lease.

5. USE OF PREMISES: Tenant shall use and occupy the Premises solely for general office use and for no other purpose without Landlord's express consent, which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not use or allow the Premises to be used for any unlawful purpose, and Tenant shall be responsible for ensuring that Tenant's use of the Premises, and the business and activities conducted thereon comply with all applicable laws, ordinances, rules, and regulations of all federal, state, and local governmental authorities and agencies having jurisdiction thereover. Further, Tenant shall not engage in any activity that would nullify or cause an increase in Landlord's insurance for the Premises. Tenant agrees to continuously operate its business in the Premises throughout the term and shall not leave the Premises abandoned or vacated at any time during normal business hours, except as permitted during any period of restoration following a casualty.

6. REPAIRS AND MAINTENANCE:

- a. Landlord's Obligations. During the term, Landlord, shall not be required to provide and pay for any minor maintenance. Landlord will pay all costs associated with any major repair of a subsystem in the building, for example the HVAC system, if needed during the term of this Lease.
- b. Tenant's Obligations. During the term, Tenant, at Tenant's expense, shall keep in good condition and repair all structural and exterior components of the Premises and Property (including all exterior and structural walls, parking areas, sidewalks, drive lanes, exterior light fixtures, utility services and lines serving the Premises, exterior doors and weatherproofing, exterior windows, glazing and waterproofing systems, and the roof and roof system) and the HVAC system

(including distribution components and routine maintenance obligations) and plumbing and electrical systems and lines serving the Premises. Tenant shall maintain every other part of the Premises as necessary to keep the same in good and safe condition and repair throughout the term, reasonable wear and tear accepted, including all components of the Premises. Notwithstanding anything to the contrary contained in this paragraph (but subject to Section 10 hereof with respect to insured losses for which Landlord is reimbursed by insurance), Tenant shall be responsible for repairing any damage caused by Tenant to interior walls, fixtures, and other components of the Premises or Property. Tenant shall be responsible for costs associated with alarm systems and fire inspections. Tenant shall keep the exterior of the Premises at all times in a clean and sanitary condition, including keeping all lawn and landscaped areas and other open areas regularly mowed, groomed, and maintained. Tenant will provide snow removal services for all parking lots and sidewalks on the Property. Tenant shall also be responsible for all janitorial costs, trash removal services and utility costs for utilities serving the Premises. Without limiting Tenant's obligations herein, Tenant also shall take such steps as are necessary to avoid waste occurring to the Premises and shall keep the building in compliance with all safety and building codes to the extent of any non-compliance arising out of Tenant's specific use or business activities conducted on the Premises. Tenant also shall be responsible for maintaining all of its own trade fixtures, equipment, furnishings, and other contents located on the Premises.

- c. Tenant agrees that all grounds maintenance (including but not limited to lawn care, shrubbery trimming, parking lot, snow removal, etc.) is the responsibility of the Tenant.

7. ALTERATIONS: Tenant shall not make any permanent additions or improvements to the Premises or Property or any alterations to the existing improvements on the Property without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for ensuring that any permitted alterations or additions to the Premises are completed in a good and workmanlike manner, in compliance with all applicable laws. In no event shall Tenant have the right to create or permit there to be established any lien or encumbrance of any nature on the Premises or Property or Landlord's interest therein for work performed on or materials supplied to the Premises, and Tenant shall fully pay the cost of any improvements made or work or materials contracted for by Tenant. Prior to the commencement of any work by Tenant, Tenant shall obtain or demonstrate to Landlord's reasonable satisfaction that Tenant's contractors have obtained public liability and workers' compensation insurance to cover every contractor to be engaged by Tenant and shall deliver duplicate originals of all certificates of such insurance to Landlord.

Any and all improvements, repairs, alterations or other property attached to the Premises by Landlord or Tenant shall become Landlord's property immediately on the completion of installation, except that any furniture, appliances, equipment, and trade fixtures

installed by Tenant at Tenant's expense and used in the conduct of Tenant's trade or business, provided the same can be readily removed from the Premises without damage to the Premises, shall remain Tenant's property, and all of such Tenant's property shall be removed prior to the end of the term.

Cost of modifications to the Property and obligations for returning the Property to its original state after lease termination, shall be born wholly by the tenant.

8. TAXES: Landlord shall be responsible for the payment of all real estate taxes and assessments payable with respect to the Property (inclusive of the Premises) during the term.

9. INSURANCE: Tenant shall obtain and maintain throughout the term (a) a policy of commercial general liability insurance with respect to all of Tenant's operations and activities at the Premises and on the Property, in the minimum amount of Two Million Dollars (\$2,000,000.00) per occurrence, naming Landlord as additional insured; and (b) a policy of special or broad form property insurance covering all of Tenant's personal property, equipment, trade fixtures and other contents located or installed in or on the Premises, in an amount equal to the full replacement value of such property, with endorsement for loss of business income (for a minimum of six (6) months) arising out of any covered casualty. Tenant agrees and understands that all of its equipment, trade fixtures, and other personal property located at any time in or on the Premises or Property shall be installed or placed there at Tenant's sole risk or at the risk of those claiming through or under Tenant, and Landlord shall not be liable for any damage to or loss of such property, regardless of cause.

Tenant may maintain its insurance coverages under a blanket policy or policies. Tenant's insurance policies, to the extent covering any permanently affixed improvements and betterments to the Premises, shall name Landlord as additional loss payee. Tenant's insurance policies shall not be cancellable or subject to expiration without at least thirty (30) days' prior written notice to Landlord.

Landlord, at Landlord's expense, shall maintain property and casualty insurance for the building containing the Premises, including insurance against risk of loss or damage (covered under a broad form policy) in an amount not less 100% of the full replacement value thereof and shall provide a certificate of insurance or other evidence of such property insurance to Tenant. Landlord agrees, throughout the duration of this Lease to obtain, keep and maintain in full force and effect for the mutual benefit of Landlord and Tenant, Commercial General Liability insurance coverage on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate.

10. WAIVER OF SUBROGATION: Landlord and Tenant each hereby releases, and waives all rights of subrogation against, the other, its officers, members, directors, owners, employees, and agents from any and all liability or responsibility for any loss or damage to property or loss of business covered by the releasing and waiving party's policies of insurance, or required to be covered by the releasing and waiving party pursuant to the terms of this Lease, even if the fire or other cause of the loss or damage has been caused by the fault or

negligence of the other party or anyone for whom such party may be responsible. Tenant covenants to include a waiver of subrogation clause to such effect in its insurance policies required to be carried hereunder.

11. INDEMNIFICATION: Tenant hereby agrees to defend, indemnify and hold harmless Landlord and Landlord's officers, members, directors, owners, employees, and agents), from and against all claims, losses, liabilities, damages, and expenses (including but not limited to reasonable attorneys' fees) arising from a third party claim with respect to any event occurring on the Premises or Property during the term to the extent caused by or alleged to have been caused by Tenant's or its agents', employees' or contractors' activities on the Premises or Property, or any negligent act or omission of Tenant, its employees, agents, or contractors. Landlord hereby agrees to defend, indemnify and hold harmless Tenant and Tenant's officer, members, directors, owners, employees and agents from and against all claims, losses, liabilities, damages and expenses (including but not limited to reasonable attorney's fees) arising from a third party claim with respect to any person or persons, corporation, or property on our about the Premises or Property resulting from any negligent act or omission of Landlord, its agents, employees, invitees, or any person on the Premises or Property by reason of Landlord's use.

12. CASUALTY: If the Premises are damaged or destroyed by fire or other casualty during the term, then, subject to any election by Landlord to terminate this Lease pursuant to the provisions of this Section, Landlord shall restore the damaged part of the Premises to substantially the same condition as the Premises were in prior to the casualty, and Tenant shall be responsible for restoring any trade fixtures, equipment, and furnishings of Tenant located or installed in or on the Premises. Tenant shall make all proceeds of its insurance payable in connection with the casualty, to the extent applicable to any tenant improvements or betterments covered by Tenant's policies of insurance, available for the restoration of the improvements that are part of or located in or on the Premises. If the damage to the Premises will require more than sixty (60) days to restore, then Landlord may terminate this Lease at any time within thirty (30) days after the date of the casualty (or, if later, Landlord may terminate this Lease within ten (10) days after any insurance settlement is determined). If the damage to the Premises will require more than ninety (90) days to restore, then Tenant may terminate this Lease at any time within thirty (30) days after the date of the casualty (or, if later, Tenant may terminate this Lease within ten (10) days after Landlord advises Tenant of Landlord's reasonable estimate of the restoration period). The rent payable under Section 3 of this Lease shall be abated to the extent of the resulting interference with Tenant's use of the Premises from the time of the casualty through the date of restoration of the Premises.

13. UTILITIES: Tenant shall arrange and pay for all utilities and other services furnished to the Premises throughout the term of this Lease, including electricity, gas, water, sewer, data and telecommunications., Tenant also shall pay for all costs associated with any additional services to the Premises for which Tenant contracts. Landlord shall have no liability to Tenant on account of any temporary failure or interruption of electricity, water, natural gas, or other utility service. Tenant will not be entitled to any rent abatement, diminution, setoff, or any other relief from its obligations hereunder on account of any interruption of the supply of

electricity or other services to the Premises, unless due to the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, and such interruption of utility services to the Premises continues for twenty-four (24) consecutive hours. In such case, all rental obligations hereunder shall abate upon the expiration of such twenty-four (24) hour period until such services are fully restored.

14. ACCESS TO PROPERTY: Landlord shall be entitled to enter upon the Property (including the Premises) for purposes of inspecting the same, preventing waste or loss (at Landlord's option), and enforcing any of Landlord's rights and fulfilling Landlord's obligations hereunder during normal business hours. Prior to entering the Premises, Landlord shall give twenty-four (24) hours prior written notice, except (a) in the case of an emergency, as necessary to protect Landlord's interest in the Premises or property located thereon, and (b) where Landlord makes entry during normal business hours for the sole purpose of fulfilling its obligations under this Lease and such entry will not disturb Tenant's conduct of its business.

15. CONDEMNATION: In the event of a condemnation of any portion of the land or improvements comprising the Property by a governmental or quasi-governmental authority, if such condemnation renders the Premises unsuitable for Tenant's then-existing use, as determined by Tenant in its reasonable discretion, then Tenant may terminate this Lease within thirty (30) days after title vests in the governmental or quasi-governmental authority by giving written notice thereof to Landlord. All condemnation and appropriation proceeds shall be the property of Landlord. Nothing in this Section shall preclude a separate award being made to Tenant for loss of its business or depreciation to and cost of removal of equipment or fixtures.

16. SIGNAGE: Tenant shall not erect any signs on or around the exterior of the Premises without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. All permitted signage shall conform to all local zoning requirements and all other applicable legal requirements and restrictions of record.

17. ASSIGNMENT AND SUBLETTING: Tenant shall not assign its interest in this Lease or sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Any attempt by Tenant to assign this Lease or sublease the Premises in violation of this Section shall be null and void. An assignment by operation of law or any transaction or series of transactions resulting in a change in majority ownership or control of Tenant shall be deemed an assignment of Tenant's interest in this Lease for purposes of this Section. Any license or other permission to occupy any part of the Premises shall be deemed a sublease for purposes of this Section. For the purpose of this Section 17, Tenant's assignment of its interest in this Lease or its sublease of all or any part of the Premises to any entity which is wholly owned by Tenant, shall not require Landlord's prior written consent, but any such assignment or sublease shall not serve to release the original Tenant from its obligations under this Lease.

18. NOTICES: All notices required or permitted to be given under this Lease shall be in writing and shall be deemed to have been given (i) on the day such notice is delivered personally to an officer of the other party, (ii) on the day such notice is sent by email,

(iii) one (1) business day after being deposited with an overnight delivery service for delivery to the other party, or (iv) three (3) business days after being deposited for delivery by certified mail to the other party, return receipt requested and postage prepaid, at such other party's notice address set forth on page 1 of this Lease or to such other address as either party may give notice of in writing.

19. **SURRENDER OF PREMISES:** Tenant shall surrender possession of and all keys to the Premises upon the expiration or earlier termination of the Lease term in a condition consistent with Tenant's maintenance and repair obligations under this Lease, allowing for reasonable use and wear, and consistent with Tenant's obligations under Section 7 of this Lease with respect to the removal and non-removal of property. In the event that Tenant has made any alterations or improvements to the Premises or installed any fixtures therein that were not permitted under this Lease or otherwise approved by Landlord, then such alterations, improvements, and fixtures, at Landlord's option, either shall become the property of Landlord and remain on the Premises or shall be removed by Tenant at Tenant's expense at the end of the term. Tenant shall, in any event, be required to remove all of its personal property and clean and remove all trash and debris from the Premises at the end of the term.

20. **DEFAULT:** If either party shall fail to perform or observe any of its covenants or obligations under this Lease and fail to cure the same within thirty (30) days after written notice specifying the breach (provided, however, that if the nature of such default is such that it cannot be cured solely by payment of money and that more than thirty (30) days may be reasonably required for such cure, then the breaching party shall not be deemed to be in default if it shall commence such cure within such thirty (30) day period and shall thereafter diligently prosecute such cure to completion) or within fifteen (15) days after written notice with respect to a undisputed monetary breach, then the non-breaching party may terminate this Lease at any time thereafter by giving written notice of termination. If this Lease is terminated by Landlord as provided under this paragraph, upon termination, Landlord may re-enter the Premises and remove all property therefrom, and Landlord may recover from Tenant all damages that Landlord incurs by reason of Tenant's default, including reasonable attorneys' fees incurred in connection with Landlord's recovery of the Premises and recoupment of damages from Tenant. Landlord's damages for a default by Tenant under this Lease, upon any termination of this Lease or termination of Tenant's right of possession, shall include all rent and other sums payable under this Lease for the balance of the term, except to the extent of any actual recoupment of such loss as may be obtained by Landlord by re-listing the Premises and obtaining a replacement tenant. Nothing contained herein shall limit the rights or remedies of a party against the other for a default hereunder to the extent that other rights or remedies are available under applicable law, and the exercise of one remedy shall not preclude a party from seeking other remedies against the other.

21. **SUBORDINATION:** This Lease shall be subject and subordinate to the lien, operation, and effect of each mortgage or other similar instrument covering any or all of the Property, and each renewal, modification, or extension thereof, whether now or later in effect (each a "Mortgage"), all automatically and without the necessity of any further action by either

party hereto or the mortgagee. Tenant shall attorn to any such mortgagee or its purchaser as the new landlord under this Lease upon request by the mortgagee.

22. ESTOPPEL CERTIFICATES: Within ten (10) business days after receipt of written request by Landlord or any mortgagee, Tenant shall execute, acknowledge, and deliver to Landlord (or, at Landlord's request, directly to any prospective purchaser, assignee, or mortgagee) a written certification (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification, stating the nature of such modification); (b) as to the dates to which the rent and other charges have been paid hereunder; (c) as to the amount of any prepaid rent or any credit due to Tenant hereunder; (d) that Tenant has accepted possession of the Premises and all improvements thereto are in the condition required hereunder, and the date on which the term commenced; (e) as to whether, to the best knowledge, information, and belief of Tenant, Landlord or Tenant is then in default in performing any of its obligations hereunder (and, if so, specifying the nature of each such default); and (f) as to any other fact or condition reasonably requested by Landlord or such other party. Any such certificate may be relied upon by Landlord and any other party to whom the certificate is directed.

23. HAZARDOUS MATERIALS AND PUBLIC REQUIREMENTS: Tenant shall not cause or permit the escape, disposal, or release of any hazardous substances or materials on or around the Premises or the Property, except as specifically permitted under and in compliance with all applicable laws. Tenant also shall not allow the storage or use of any hazardous substances or materials on or around the Premises in any manner not sanctioned by law, nor allow to be brought into or around the Premises or onto the Property any such materials or substances except in the ordinary course of Tenant's business, provided such business use conforms to all requirements of applicable law, including all legal requirements relating to proper waste entrapment and disposal. Without limitation, hazardous substances and materials shall include all biological materials and bio-hazardous substances and all of those hazardous substances and materials described as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., any applicable state or local environmental laws, and the regulations adopted under any of the foregoing. Landlord and Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or such party's own use thereof, and each agrees to hold the other harmless from expense or damage resulting from failure to do so.

24. BROKERS: Tenant and Landlord warrant and represent to each other that there was no broker or similar agent instrumental in consummating this Lease. Tenant and Landlord each agrees to indemnify and hold the other party harmless from and against any claims for brokerage fees or commissions arising out of a breach by the indemnifying party of the foregoing representation and warranty.

25. NO AUTOMATIC SURRENDER: No action or collection of actions by Landlord and Tenant or their agents, other than an express written agreement executed by Landlord and Tenant, shall constitute an acceptance of surrender of the Premises by Landlord

or a termination of this Lease prior to the end of the term, including but not limited to Landlord's acceptance of the keys to the Premises from Tenant.

26. RECORDING: This Lease may not be recorded in the public records.
27. QUIET ENJOYMENT: Landlord covenants that upon Tenant's paying the rent and performing and observing all of the terms and conditions on Tenant's part to be performed and observed hereunder, Tenant may peaceably and quietly enjoy the Premises without disturbance from Landlord or anyone claiming through or under Landlord.
28. GOVERNING LAW: This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, excluding Ohio's rules on conflict of laws that would apply the substantive law of another jurisdiction.
29. FURTHER ASSURANCES: The parties agree, as necessary from time to time, to execute any and all documents reasonably necessary in order to carry out the intent of this Lease.
30. CAPTIONS: The headings and captions of this Lease are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof.
31. SEVERABILITY: If any one or more of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the parties shall use their best efforts to achieve and give effect to the purpose and intended effect of the invalid provision.
32. NO PARTNERSHIP: Nothing contained in this Lease shall be deemed to create or interpreted as creating a partnership or joint venture or any other arrangement whereby one of the parties is authorized to act as an agent for the other.
33. NO WAIVER: No failure on the part of either party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy by a party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
34. COUNTERPARTS: This Lease may be executed in one or more identical counterparts, and the same shall be construed together as a single agreement. Execution and delivery of a counterpart by way of facsimile or scanning and e-mailing shall be treated as equivalent to the delivery of an original executed counterpart.
35. ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT: This Lease constitutes the entire agreement between the parties with respect to Tenant's agreement to lease the Premises for the term stated herein. Any prior understanding or representation of any kind relating thereto and preceding the date of this Lease shall not be binding upon either party except to the extent incorporated into this Lease. Any modification of this Lease or

additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by the party against whom enforcement is sought. This Lease shall bind and inure to the benefit of the parties and their respective permitted successors and assigns.

[Signature page follows]

In witness of the foregoing, each party to this Lease has caused it to be duly executed as of the date first set forth above.

**LANDLORD:**

**TRIPLETT AND ADAMS, LTD.,**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

**THE VILLAGE OF NEW CONCORD, OHIO,**  
an Ohio municipality

By: *[Signature]*

Name: Brett Essex

Title: Council President