

COMMERCIAL LEASE

This Agreement made and concluded this 14 day of FEB, 2023, by and between DOVER CAPITAL ENT, Landlord, (hereinafter referred to as LESSOR), and D + M AUTO, the Tenant, (hereinafter referred to as the LESSEE).

WITNESSETH:

That in consideration of the covenants herein contained on the part of the LESSEE to be observed and performed, the LESSOR does hereby demise, let and lease unto the LESSEE the premises located at 325 W 3RD ST, DOVER, OH 44622. The property is being leased in its present physical condition after examination and inspection by the LESSEE with no express or implied representations or warranty by the LESSOR as to physical conditions, quality of construction, workmanship, or fitness for any specific purpose. LESSEE further acknowledges the LESSEE is relying solely upon such examination and inspection with reference to condition, value, character, and dimensions of the property, improvements, component systems, and fixtures. LESSEE acknowledges that neither LESSOR nor LESSOR's agents have made any representations or warranties upon with LESEE has been induced to rely; rather, LESSOR and LESSOR's agents have encouraged LESSEE to conduct a thorough and independent inspection of the premises. LESSEE has either (a) conducted to LESSEE's satisfaction such an inspection, or (b) hereby waives such inspection and agrees to indemnify and save harmless the LESSOR and LESSOR's agents from any claims arising out of LESSEE's failure to conduct such an inspection.

TO HAVE AND TO HOLD such said premises for a term of TWO (2) year(s), commencing the 14th day of FEB, 2023 and ending on the 28 day of FEB, 2025 for the rent hereinafter specified.

A: LESSEE HERBY COVENANTS AND AGREES AS FOLLOWS:

1. RENTAL

- LESSEE shall pay a monthly rental amount of \$425.00 for the rental period stated in the paragraph above. The first monthly payment shall be due on the 15th day of MARCH, 2023 and thereafter on the 1st day of each subsequent month.
- Monthly rental installments shall be made to the LESSOR at the following address, C/O HERTON Management Services. The determinative date for timeliness shall be the date on which rental payments are delivered to or received by LESSOR, and not the date of mailing or dispatch. However, notwithstanding the above, a payment is deemed timely if it is deposited in the U.S. Mail and post-marked at least three (3) business days prior to the due date.
- A security deposit in the sum of _____ is due and payable upon the execution of this agreement.

PO BOX 7769
CINCINNATI, OH 45231-7769

2. To assume, pay and at all times indemnify, protect and save harmless the LESSOR from and against all loss, liability and damage for injuries to persons or property arising or resulting from the use and occupancy by the LESSEE of the demised premises or resulting from any tortious or negligent act or default of the LESSEE, its employees or agents, in or about said premises, together with all costs, expenses and attorney fees included with respect to any such claim, demand or legal proceeding brought against LESSOR. Also, to be responsible to LESSOR for any proceeding brought against the LESSOR. Also, to be responsible to LESSOR for any damage to property resulting from the negligence of LESSEE, its employees or agents.
3. Not to commit or suffer any waste to the premises leased.
4. To make no alterations to said premises or attach any fixtures to the same without the written consent of the LESSOR. Any such permitted alterations, shall be installed at LESSEE's costs and upon termination of the lease, shall remain the property of the LESSOR without any obligation of the LESSOR to reimburse LESSEE for such expense. LESSEE to mow the grass and maintain the exterior of the property being used by the LESSEE. To be agreed on by walk around.
5. To conform to, obey and comply with all present and future laws, ordinances, rules, regulations, requirements, and orders of the United States of America, the State of Ohio, the City of Dover, and all other governmental authorities, agencies, or officials, respecting the use and occupation of said premises.
6. To permit the LESSOR, and LESSOR's agents or representatives to enter said leased premises at all reasonable times to examine the condition of the same.
7. To maintain the premises in as good condition as the same now are or may be put by the LESSOR; reasonable natural wear and tear thereof, and damage by unavoidable catastrophe excepted. Repairs that are required to be made to the leased premises during the lease period shall be the responsibility of the LESSEE (up to \$500.00 per occurrence)
8. LESSEE may not assign the lease or any interest thereunder, or sublet all or any part of the leased premises without the written consent of the LESSOR. LESSEE will still be responsible for the payment of the Lease amount in the event it is not paid by SUB-LESSEE, if permitted by LESSOR.
9. LESSEE shall keep insured, during the term hereof, all contents on the leased premises against loss or damage by fire, lightning, windstorm and other perils as provided in special form coverage, or its equivalent, to One Hundred Percent (100%) of replacement cost. LESSEE agrees to furnish to LESSOR without demand proof of such insurance policy. LESSEE shall also maintain general public liability insurance against claims for bodily injury or death occurring upon, in or about the leased premises and on, in or about the adjoining streets and walkways, such insurance to afford protection to the limit of not less than ONE MILLION DOLLARS AND NO/100, (\$1,000,000), in respect to bodily injury or death to any one person, and to the limit of ONE MILLION DOLLARS AND NO/100, (\$1,000,000) in respect to any other accident. LESSEE agrees to furnish to LESSOR without demand proof of such insurance policy. LESSEE is bound to give immediate notice to LESSOR should there be any failure of the above insurance coverage. Without waiving any rights herein, LESSOR may then secure substitute coverage, the cost of which shall be due as supplemental rent. Notice of the amount shall be given to LESSEE pursuant to the notice provisions herein.

- Failure to pay supplemental rent (for insurance premiums) within TWENTY (20) days of notice thereof shall be treated the same as failure to make a base rental payment hereunder as per paragraph 1, above, giving rise to LESSOR's rights on breach by LESSEE.
10. To pay all utility bills pertaining to the LESSEE's portion of the premises.

B: IT IS MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In case the building is totally destroyed by any cause whatsoever during the term of this Lease, or any extension, then this Lease shall thereupon immediately terminate and neither party hereto shall have any further rights or be under any further obligations on account of this Lease, except LESSEE for rent accrued, and if LESSEE is not in default in performance of any of its obligations under this Lease, LESSOR, shall refund to LESSEE any unearned rents paid in advance by LESSEE.

In case the building is partially destroyed or damaged by any cause whatever without fault or negligence by LESSEE, LESSOR, with reasonable promptness and dispatch shall repair and rebuild the same, provided the same can be repaired and rebuilt and the rent shall be abated during said period of repair and rebuilding in the event LESSEE is unable to conduct its business operations on said premises during the period.

2. This agreement shall be binding upon the successors, assigns, heirs, executors, and administrators, of the parties hereto, and LESSEE may sub-lease the premises provided LESSEE obtains the PRIOR written approval of LESSOR.
3. This Lease is made without warranty of any kind, express or implied, as to the condition of said premises or any part thereof, or any appurtenances thereto.
4. This Agreement of Lease supersedes all previous leases as to this property between the parties and/or their predecessors in title, and contains the whole agreement of the parties.
5. Unless otherwise designated by like notice in writing by either party to the other, notice as required herein shall be sent by registered or certified mail as follows:

TO LESSOR: DOVER CAPITAL ENT INC

Landlord C/O HELTON MANAGEMENT SERVICES

PO BOX 7769, CINCINNATI, OH 45231-7769

TO LESSEE: D & M AUTO

Tenant 833- 3rd St. SE

New Phila; Ohio 44663

6. LESSOR and LESSEE mutually acknowledge that this Lease is the result of negotiations between parties. This Lease shall not be construed in favor of or against either party.
7. LESSEE shall pay all of the real estate taxes and assessments pertaining to the leased premises.

\$ 2129.10 FOR each YEAR or more if increased
Not to be lower than the base year of \$2129.10 (2016)

8. LESSEE Agrees to paint the exterior of the building. Grey

C: TERMINATION ON THE BREACH BY LESSEE

1. Provided, however, that if LESSEE, its heirs, successors, or assigns shall neglect or fail to keep and perform any covenant hereunder [with the exception of the payment of monthly rental installment which covenant is dealt with separately, in the following paragraph two (2)], on the LESSEE's part to be performed, or if its leasehold estate shall be taken on execution of if the LESSEE shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then in any such case the LESSORS, LESSOR's heirs, successors, executors, or assigns, lawfully may immediately or at any time thereafter, and, with a TWENTY (20) day prior written notice by certified mail, enter into and upon the demised premises and repossess the same and expel the LESSEE and all persons claiming under it and remove its property and effect, without being guilty of trespass, and without any prejudice to any remedies which might otherwise be available for arrears of rent or breach of covenant; and upon entry as aforesaid the Lease shall cease and determine, and in case of such termination said LESSEE hereby covenants that it will be indemnify and save harmless the LESSOR against all loss of rent and other payments which it may occur by reason of such termination during the residue of said term; the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the LESSEE shall be equivalent in every respect to actual entry by the LESSOR.
2. If LESSEE, LESSEE's heirs, successors, or assigns shall neglect or fail to make a timely rental payment, then LESSOR, their heirs, successors, executors, or assigns, lawfully may immediately or at any time thereafter and without prior notice or demand, enter into and upon the demised premises and repossess the same and expel the LESSEE and all persons claiming under LESSEE and remove their property and effect, without being guilty of trespass, and without any prejudice to any remedies which might otherwise be available for arrears of rent or breach of covenants that LESSEE will indemnify and save harmless the LESSOR against all loss of rent and other payments which it may occur by reason of such termination during the residue of said term; the commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the LESSEE shall be equivalent in every respect to actual entry by the LESSOR.

IN WITNESS WHEREOF, this agreement has been signed in duplicated on behalf of the LESSOR this _____ day of _____, 20__, and on behalf of the LESSEE this _____ day of _____, 20__.

IN THE PRESENCE OF:

LESSEE

Donna McLean
Mary McLean

LESSOR

DOVER CAPITAL ENT INC
Steve Miller VICE PRESIDENT
AMANDA A. MAXWELL