

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 19th day of May, 2018, hereinafter referred to as "Lease," for the lease of certain real estate between Landlord and Tenant.

ARTICLE 1. DEFINITIONS AND LEASE TERMS

As used herein, the words capitalized in this Article and Lease shall have the meaning or identity as follows:

- 1.1 **Landlord:** Name: DBC Management LLC
Address: P.O. Box 360263
Strongsville, Ohio 44136
Phone: (216) 513-2566
E-mail: sdoleh@yahoo.com
- 1.2 **Tenant:** Name: Galindo Inc. DBA Luchita's Mexican Restaurant
Address: 4632 Broadale Rd.
Cleveland, OH 44109
Phone: (216) 973-0721
E-mail: olded@sbcglobal.net
- 1.3 **Premises:** Address: 3456 W. 117th St.
Cleveland, Ohio 44111
(Non-Residential First Floor Restaurant and Restaurant Basement)
- 1.4 **Original Lease Term:** Five (5) years from Rent Commencement Date.
- 1.5 **Delivery Date:** Tenant is in possession of the Premises prior to the Rent Commencement Date.
- 1.6 **Base Rent:** Rent shall be due on the first day of each month. Base Rent shall be as follows:

ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per month for Year 1.
ONE THOUSAND FIVE HUNDRED AND FIFTY DOLLARS (\$1,550.00) per month for Year 2.
ONE THOUSAND FIVE HUNDRED AND FIFTY DOLLARS (\$1,550.00) per month for Year 3.
ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) per month for Year 4.
ONE THOUSAND SIX HUNDRED AND FIFTY DOLLARS (\$1,650.00) per month for Year 5.
- 1.7 **Rent Commencement Date:** Rent shall commence June 1, 2018.
- 1.8 **Expiration Date:** Original Lease Term shall expire on the day before the fifth anniversary of the Rent Commencement Date (May 31, 2023).
- 1.9 **Security Deposit:** Tenant shall place a sum of money on deposit with Landlord in the amount of One Thousand and Five Hundred (\$1,500.00) Dollars. This Security Deposit is refundable in whole or in part, upon Tenant satisfactorily vacating the Premises.
- 1.10 **Extended Term:** There shall be an extended term, at Tenant's sole option, for an additional five (5) year extended term. To exercise such option, Tenant shall give written notice to Landlord at least sixty (60) days prior to the expiration of the original lease term. If Tenant fails to exercise the option, Tenant

shall be considered to be on a month-to-month lease. The base rent for the extended term shall be:

ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700.00) per month for Year 6.
ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700.00) per month for Year 7.
ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) per month for Year 8.
ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) per month for Year 9.
ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) per month for Year 10.

1.11 **Use:** Operation of a restaurant and bar, and any other industry-related lawful uses.

ARTICLE 2. GRANT OF LEASE

- 2.1 Landlord does lease and let unto Tenant, and Tenant does lease and take from Landlord, the Premises by and upon the agreements, conditions, and provisions contained herein.
- 2.2 Tenant hereby agrees to “triple net” status of this Lease Agreement and will be financially responsible for, but not limited to, all utilities, property taxes, insurance coverage, maintenance, and repairs associated with the Premises during the Term, subject to the following Articles in this Agreement.

ARTICLE 3. USE AND EXCLUSIVITY

- 3.1 Operation of a restaurant and bar, and for any other industry-related lawful uses which are not then in violation of state laws and local ordinances.

ARTICLE 4. TERM

- 4.1 The Original Term of this Lease shall commence on the Commencement Date and terminate on the Expiration Date.

ARTICLE 5. RENT

- 5.1 Tenant shall pay Landlord the Rent in monthly installments, due on the first day of each and every calendar month, in advance, commencing on the Commencement Date and continuing during the balance of the Term.
- 5.2 **Late Fee:** In the event that the monthly rent payment is not received on or before the first day of each month, a late fee in the amount of Two Hundred and Fifty (\$250.00) Dollars shall be assessed to Tenant.
- 5.3 If the full rent payment and any assessed fees including the late fee, if applicable, is not received by Landlord from Tenant by the tenth (10th) day of each month, Tenant shall be deemed to be in default, and consistent with the terms of ARTICLE 20 below.

ARTICLE 6. SECURITY DEPOSIT

- 6.1 Tenant shall deposit with Landlord the Security Deposit payable simultaneously with the execution of this Lease as security for the faithful performance by Tenant of the agreements, conditions, covenants, and provisions of this Lease on the Tenant’s part to be kept and performed.
- 6.2 The Security Deposit shall be returned to Tenant upon termination of this Lease, without interest, provided Tenant has complied with all agreements, conditions, covenants, and provisions hereof. The transfer of such deposit to any new owner of the Premises shall release Landlord from future liability

with respect thereto.

ARTICLE 7. UTILITIES AND INSURANCE

- 7.1 Tenant shall pay and be responsible for sixty-seven percent (67%) of the entire water usage bill for the building at the address referenced above, which will be payable to Landlord, as it becomes due. Tenant understands and agrees that as of the date of execution of this Agreement, there is one water meter servicing the entire building at the address referenced above. At any such time that an exclusive water meter may be installed for Tenant's usage of water, Tenant shall be solely responsible for its water usage bill as it becomes due.
- 7.2 Tenant shall pay and be responsible for sixty-seven percent (67%) of the entire sewer water usage bill for the building at the address referenced above, which will be payable to Landlord, as it becomes due. Tenant understands and agrees that as of the date of execution of this Agreement, there is one sewer-water meter servicing the entire building at the address referenced above. At any such time that an exclusive sewer-water meter may be installed for Tenant's usage of water, Tenant shall be solely responsible for its sewer water usage bill as it becomes due.
- 7.3 Tenant shall pay and be responsible for fifty percent (50%) of the gas (heating) bill of the entire premises, which will be payable to Landlord, as it becomes due. Tenant understands and agrees that as of the date of this Agreement, there is one heating unit (furnace) servicing the entire building at the address referenced above. At any such time that exclusive heating units may be installed for Tenant's use of Premises, then Tenant shall be solely responsible for its gas usage bill, as it becomes due.
- 7.4 Tenant shall pay for all other utilities, including but not limited to, electricity (restaurant and common area hallways of the building) and secondary gas bill (used solely for Tenant's kitchen purposes), used or consumed in or chargeable to the Tenant's use of the Premises.
- 7.5 Tenant shall, during the entire term of the Lease, at Tenant's own cost and expense, obtain and keep in force, public liability insurance with limits of at least \$1,000,000.00 per claim for injuries to or death of persons occurring in, on, or about the Premises. Tenant shall also, during the entire term of the Lease, at Tenant's own cost and expense, obtain and keep in force property damage insurance with limits of at least \$100,000.00 per claim. Insurance coverage shall be with a company or companies satisfactory to Landlord. Such policy or policies shall name Landlord as an additional party insured and shall provide that said insurance shall not be cancelled except upon at least 30 days prior written notice to Landlord. Such insurance policies shall provide that there shall be no right of subrogation against the Landlord.
- 7.6 Tenant shall furnish Landlord with a copy of the insurance policy or policies, once coverage is obtained, such policies indicating the policy limits and Landlord as an insured party with proof that the premium has been paid in full. Thereafter, Tenant shall provide Landlord with written proof that the premiums are paid prior to the dates the premiums are due.
- 7.7 If Tenant fails to comply with the requirements of Section 7.5, Landlord may obtain such an insurance policy and keep the same in full force and effect. In the event that Landlord obtains such a policy, Tenant shall be responsible to pay Landlord the premium of such policy for the term of this Lease not having passed and still in effect, with an interest and expense charge of ten (10%) percent per annum for the unexpired term of the Lease.

ARTICLE 8. PROPERTY TAXES

- 8.1 The Tenant agrees to pay to Landlord upon written demand, forty-five percent (45%) of all real property

taxes, which may be assessed against the entire building at the address referenced above during the term of this Lease. Where the term of this Lease does not coincide with the property tax year, the amount of the taxes will be prorated between the Landlord and Tenant.

- 8.2 Tenant covenants and agrees to pay all taxes that may be assessed and levied on the improvements by the state, city, and county or other municipal corporation during the entire Term of this Lease and that the taxes shall be paid no later than 30 days before they become delinquent by law. Tenant further covenants and agrees to pay all special or local assessments that may be levied against the property by reason of improvements made on the property or of the streets or sidewalks surrounding the property and provide proof to the Landlord.

ARTICLE 9. TENANT'S CARE, USE, AND OCCUPANCY OF PREMISES

- 9.1 Tenant shall use and occupy the Premises in a careful, safe, and proper manner. Tenant shall keep the Premises and maintain the Premises at Tenant's sole cost and expense, in a clean, safe, and healthy condition, and in accordance with all applicable governmental authorities and all laws and ordinances now or hereafter in force. All electrical and mechanical items or systems shall be maintained by Tenant in good working order at all times.
- 9.2 Tenant shall not do any of the following:
- A) Use or allow Premises to be used for any purpose other than as specified herein;
 - B) Permit the Premises to be used for any unlawful purpose, or in any way that will injure the reputation of the Building;
 - C) Permit the Premises to be occupied in whole or in part by any other person or business without Landlord's prior written consent, other than is provided for in Article 3;
 - D) Commit or cause to be committed any waste or nuisance in the Premises or any act or thing which may disturb the quiet enjoyment of another tenant in the Building; nor
 - E) Permit the accumulation of rubbish in or around the Premises other than in appropriate containers therefore.
- 9.3 Tenant may elect to change existing locks, add locks, and add other locking security measures such as steel gates or similar mechanisms to promote safe keeping of the Premises during non-business hours. If Tenant does indeed change existing locks, or add locks or other mechanisms, then Tenant shall provide Landlord with a copy of all corresponding keys and/or codes to access Premises in accordance with other provisions in this Lease.
- 9.4 Upon termination of Term, Tenant agrees to surrender Premises in as good condition as at the beginning of Term, with the only exception of reasonable wear and tear, and certain leasehold improvements considered to be fixtures and annexed to Premises and therefore Building as a whole.

ARTICLE 10. ENVIRONMENTAL REQUIREMENTS

- 10.1 Except for Hazardous Material contained in products used by Tenant in insubstantial quantities for ordinary cleaning, office and business purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon Premises or transport, store, use, generate, manufacture, or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate, in a satisfactory manner to Landlord, any Hazardous Materials released on or from the Premises by Tenant, its agents, employees, contractors, subtenants, or invitees.
- 10.2 Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine

Tenant's compliance with Environmental Requirements, its obligations under this Article, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives and rights Landlord holds against Tenant.

ARTICLE 11. CONDITION OF PREMISES AT DELIVERY DATE

11.1 Landlord shall deliver the Premises in "AS-IS" condition to Tenant as of the date of this Lease.

ARTICLE 12. ALTERATIONS, MAINTENANCE, REMOVAL, AND SURRENDER

- 12.1 Tenant shall have the right to make such alterations, decorations, and improvements to the Premises, as may be proper and necessary for the conduct of its business and for the full beneficial use of the Premises, provided Tenant shall:
- A) pay all costs, expenses, and charges hereof;
 - B) make the same in accordance with applicable laws and building codes and in a workmanlike manner;
 - C) fully and completely indemnify Landlord against any mechanic's liens or other liens or claims in connection with the making thereof;
 - D) keep and maintain the same in good condition and repair;
 - E) shall not thereby diminish the value of the Premises; and
 - F) obtain the Landlord's prior written consent for projects in excess of \$1,500.00.
- 12.2 Tenant may make alterations, decorations, and improvements constituting a part of the Premises or affecting the exterior or structural portion, with the same provisions as mentioned above only with prior written consent from Landlord. Upon any such completion, the same shall immediately thereupon become a part of the Premises and be included in the definition "Premises" as used in this Lease. Repair and/or restoration of damage thereto caused by fire and/or other casualty shall be the responsibility of Tenant, whether or not covered by Tenant's insurance. All improvements/fixtures installed on the premises (including bar area and kitchen hood, oven, sinks, grills, etc.), which must be fastened or attached to the Premises with nails, screws, or any other such item that connects it to the Premises shall become included in the definition of "Premises" and shall permanently become part of the property of Landlord.
- 12.3 Tenant shall keep and maintain (including applicable replacement when necessary) the interior of the Premises in good condition and repair, including but not limited to:
- A) interior heating, ventilation, and air conditioning systems and any exterior portions thereof;
 - B) electrical system within the Premises and exterior portion thereof to the box connecting with the electric utility transmission lines;
 - C) plumbing systems within the Premises, both sewer and water lines, as well as the water meter serving the Premises wherever located;
 - D) alterations, decorations, and improvements (whether or not constituting a part of the Premises) installed by Tenant: and
 - E) the exterior doors and windows, and doors and windows frames, which for the purpose hereof shall be construed as part of the interior of the Premises.
- 12.4 In addition to the aforesaid, where required by reason of the action or negligence of Tenant or anyone

acting for or on behalf of Tenant, Tenant shall make repairs to:

- A) the exterior or structural portion of the Premises;
- B) plumbing and sewer systems outside the Premises; and
- C) parking lot, if applicable.

- 12.5 All of Tenant's chattels and all interior alterations, decorations, and improvements not constituting a part of the Premises or an annexed fixture, installed in the Premises by Tenant shall remain property of Tenant and shall be removed by Tenant upon termination of this Lease, and Tenant shall make any repairs necessitated by such removal. Any chattels and furniture not removed on or before fifteen (15) days after the termination of this Lease and vacation of the Premises by Tenant shall be deemed abandoned by Tenant and at Landlord's election may be treated and/or disposed of by Landlord as its own property without further claim thereto by Tenant, except that Tenant shall reimburse Landlord for the cost of removal if Landlord elects to have the same removed.
- 12.6 Tenant shall deliver up and surrender to Landlord possession of the Premises upon termination of the Lease in broom clean condition, and in as good a condition and repair as the same shall be on Commencement Date, with the exception of leasehold improvements and build-out, normal wear and tear, or loss by fire or other casualty covered by insurance carried by Landlord. Tenant shall deliver the keys at the office of the Landlord or Landlord's agent.

ARTICLE 13. SIGNS, CANOPY, FIXTURES, AND PROMOTIONAL ITEMS

- 13.1 Tenant shall not be allowed to erect, install, or display any interior or exterior signs, graphics, placards, lettering, or other advertising media, or notices, whether permanent or temporary, on the windows, doors, of the leased Premises, including, walls, roof, and parking lot, without prior written consent of Landlord, said consent shall not be unreasonably withheld.
- 13.2 Tenant shall be allowed to install, at its own expense, exterior lighting or exterior fixtures, shades, or awnings, or changes to the demised Premises, fitting with appropriate industry practices of restaurants. Any installation by Tenant shall be removed at conclusion of Lease by Tenant and mounting surfaces fully restored or repaired at Tenant's cost and expense, if said signage is refused by successor tenant.
- 13.3 Tenant shall, at all times, have and maintain a prominent exterior sign bearing the name of the restaurant/business. In the event that the sign is damaged or removed for any reason, Tenant, at his/her sole expense, shall repair and/or replace the sign within 14 days of such damage or removal. If Tenant fails to repair and/or replace the exterior sign, Landlord may, at his/her sole discretion, repair and/or replace the exterior sign. Tenant shall reimburse Landlord the cost thereof upon demand.

ARTICLE 14. SELF-HELP BY LANDLORD

- 14.1 In the event Tenant enters into Default of this Lease for failure to maintain the Premises as provided herein, Landlord may do so after Twenty-Four (24) hours written notice to Tenant or immediately in emergency cases. Tenant shall reimburse Landlord the cost thereof upon demand. Landlord, however, shall be under no obligation to fulfill Tenant's obligations as aforementioned, but if Landlord does, then Landlord may do so without liability to Tenant for damage or loss occasioned thereby.
- 14.2 In the event Tenant enters into Default of this Lease for failure to pay monthly rent amounts, Landlord shall provide written notice to Tenant of Default and provide ten (10) days to cure said default. If there is written notice, the Landlord must provide the deadline, which Tenant has to cure. Landlord may exercise its rights and powers, in law and in equity, to preserve its present and future interest under this Lease by appropriate industry practices, including but not limited to self-help, an order to evict Tenant,

lock-out Tenant, re-enter Premises, and repossess Premises.

ARTICLE 15. TRANSFER OF INTEREST BY TENANT

- 15.1 Tenant shall not sublet the Premises or any part thereof, nor assign this Lease without, in each case, the prior written consent of Landlord. Successor tenant or assignee shall be bound by all terms and conditions of this Lease, and Tenant's obligations under this Lease shall cease upon the assignment of this Lease to a successor Tenant.
- 15.2 Tenant shall not permit any transfer, by operation of law, any of Tenant's interest in the Premises acquired through this Lease.

ARTICLE 16. INDEMNITY BY TENANT

- 16.1 Commencing upon the Commencement Date, or if earlier, the date upon which Tenant shall enter possession of the Premises and during the Term, Tenant will indemnify Landlord and save and hold Landlord harmless from and against all actions, claims, damages, demands, expenses, judgments, and liabilities in connection with damage, injury, or loss to person or property resulting or occurring or arising wholly or in part by reason of the Tenant's use or occupancy of the Premises or any part thereof, or Tenant's altering, decorating, or improving the Premises or by any act or failure to act of Tenant, Tenant's agents, contractors, employees, servants, or anyone claiming by, through, or under Tenant. If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless from same, pay all accosts, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses, and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing this Lease.

ARTICLE 17. ACCESS TO PREMISES BY LANDLORD

- 17.1 Landlord shall have free access to the Premises, at all reasonable times, and at any time for emergency purposes, for the purpose of examining the same or make any alterations or repairs to the Premises that Landlord may deem necessary for its safety or preservation. Landlord shall provide 24 hours notice via email, text message, or other type of communication if Landlord needs to access the Premises during non-business hours. Landlord shall provide notice as soon as reasonably possible to Tenant for exhibiting the Premises during the last 45 days of the Term to third-parties.

ARTICLE 18. NON-LIABILITY OF LANDLORD

- 18.1 Landlord and Landlord's agents, contractors, employees, and servants shall not be liable for, and Tenant hereby releases and waives any and all claims for, loss or damage to persons or the business or the property of Tenant, or anyone claiming by, through or under Tenant or others within the Building:
- A) occasioned by reason of:
 - 1) any accident, act of God, or occurrence within or around the Building,
 - 2) the condition or construction of the Building, including the Premises, or
 - 3) any defect in or failure of the electrical system, plumbing and sewer system, and/or heating, ventilation, or air conditioning system serving the Premises or the Building;
 - B) caused by Landlord's failure to keep in repair the portion of the Premises which is the responsibility of Landlord to maintain unless written notice of the need for repairs has been given Landlord, a reasonable time has lapsed, and Landlord has failed to make such repairs; or
 - C) arising by reason of the failure of Tenant to comply with the agreements, conditions, covenants, and provisions hereof or the negligence of Tenant or other tenants of the Building its or their

agents, contractors, customers, employees, invitees, licensees, servants, and/or suppliers.

ARTICLE 19. HOLDING OVER

- 19.1 Upon the expiration of the Term, any holding over by Tenant shall be deemed on a month-to-month basis, subject to all other respects of this Lease, except as to Term. The Rent then in effect shall remain in effect for hold-over period.

ARTICLE 20. DEFAULT

- 20.1 The occurrence of any of the following events shall constitute a default under this Lease:
- A) Tenant fails to make full and timely payment of any installment of the Rent or any sum payable by Tenant to Landlord;
 - B) Tenant fails to perform or observe any of the agreements, conditions, covenants, or provisions of this Lease and such failure continues for a period of ten (10) days (other than regarding Defaults covered by subparagraph (A) above);
 - C) Tenant ceases to do business as a going concern or files any petition with respect to its own financial condition under any bankruptcy law (including but not limited to a petition for reorganization, arrangement, or extension), or under any other insolvency law providing for the relief of debtors;
 - D) a receiver of any property of Tenant in or upon the Premises be appointed in any action, suit, or proceeding by or against Tenant and not be removed within 30 days after appointment; and
 - E) all or any portion of the interest of Tenant in the Premises shall be transferred in any manner whatsoever, except as provided for herein.
- 20.2 In the event Tenant defaults as provided for above, then and in such event, in addition to any and all right and remedies allowed by law and equity, Landlord may at its sole option, with ten (10) days written notice:
- A) declare this Lease terminated, re-enter and take possession of the demised Premises; and/or
 - B) exercise self-help to evict Tenant from Premises, or lock-out Tenant from Premises; and/or
 - C) exercise any other right afforded to Landlord by law.

ARTICLE 21. NOTICES

- 21.1 Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given in person, or by Certified Mail addressed to the Landlord at the address in Article 1, or to the Tenant at the Premises, or by E-mail, or any other addresses as may be specified from time to time in writing and delivered to the other party.

ARTICLE 22. DESTRUCTION OF PREMISES

- 22.1 If the Premises shall be damaged by fire or other insured casualty (hereinafter referred to as Insured Loss) due to the purposeful or negligent act of Tenant, Tenant's employees, agents, or invitees, but are not thereby rendered untenable in whole or in part, Tenant shall at its own expense cause such damage to be repaired, and the Rents shall not be abated.
- 22.2 If, by reason of such Insured Loss due to the purposeful or negligent acts of Tenant, Tenant's employees, agents, or invitees, the Premises shall be rendered untenable only in part, then Tenant, at its own expense, shall cause the damage to be repaired and the rents meanwhile shall be not abated.
- 22.3 If the Premises shall be rendered wholly untenable by reason of such Insured Loss due to the

purposeful or negligent acts of Tenant, Tenant's employees, agents, or invitees, and such damage could be reasonably repaired within one (1) month, this Lease shall continue and the Tenant shall, at its own expense, cause such damage to be repaired, and the rents meanwhile shall not be abated.

22.4 If (a) the Premises shall be rendered wholly untenable by reason of such Insured Loss and such damage cannot be reasonably repaired within one (1) month, or (b) if such Insured Loss is during the last three (3) months of the Term, then either party may terminate this Lease as of the date of such Insured Loss by giving written notice to the other party within 30 days after it's election to do so.

22.5 In the event that:

- A) The Premises shall be damaged or destroyed by any cause not covered by Tenant's insurance (hereinafter referred to as Uninsured Loss), regardless of the length of time necessary to repair and/or restore, or,
- B) Fifty percent (50%) or more of the Building in which the Premises are situated shall be damaged or destroyed by an Insured Loss, but the same cannot reasonably be repaired within one month after such Insured Loss, notwithstanding the fact that the Premises may be unaffected by either such Uninsured Loss or Insured Loss,

Tenant may terminate this Lease and the tenancy hereby created by giving the Landlord not less than 30 days written notice of Tenant's election to do so, which notice shall be given, if at all, within 30 days following such Uninsured Loss or Insured Loss, setting forth in such notice the effective date of such termination. If termination of the Lease occurs, Tenant shall remain liable for any repairs of such Non-Insured Loss due to the purposeful or negligent act of Tenant, Tenant's employees, agents, or invitees.

22.6 Notwithstanding the provisions of this Article, the obligations of Tenant with respect to repair in the event of casualty shall be limited to the availability of insurance proceeds. Payable with respect to the Insured Loss, and in any event, the rights of any holder (the "Mortgagee") of a first mortgage on the Building or any portion thereof containing the Premises (the "Mortgage") shall have the prior right to any and all insurance proceeds payable with respect to such Insured Loss, in accordance with the terms and conditions of the Mortgage.

ARTICLE 23. EMINENT DOMAIN

23.1 If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term shall cease and terminate as of the date possession shall be taken by such public authority.

23.2 If any part of the Premises shall be acquired or condemned as mentioned above, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the business of the Tenant, then the Term shall cease and terminate as of the date possession shall be taken by such public authority.

23.3 In the event of a partial taking or condemnation which is not extensive enough to render the remaining Premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the remaining Premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in the taking, and this Lease shall continue in full force and effect with respect to the remaining Premises and an equitable reduction of Rents shall be adjusted based upon the proportion lost by the taking. This Lease shall be terminated as to the portion of the Premises so taken.

23.4 In the event of the termination of this Lease, as mentioned in this Article, all Rents and other charges due shall be paid to the date of termination and any Rents and other charges paid in advance shall be refunded.

- 23.5 In the event of any condemnation or taking, as mentioned in this Article, whether in whole or in part, and regardless of the termination of this Lease, Tenant shall not be entitled to any part of award paid for such condemnation or taking. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any cost or loss to which Tenant might be put in removing Tenant's chattels and interior alterations, decorations, and improvements not constituting a part of the Building installed in the Premises by Tenant.

ARTICLE 24. WAIVER BY LANDLORD

- 24.1 No waiver of any agreement, condition, covenant, or provision contained herein, or of any legal right or remedy, shall be implied by the failure of Landlord to declare forfeiture and no waiver of any agreement, condition, covenant, or provision shall be valid unless it is in writing signed by the party to be charged. Acceptance by Landlord of a lesser amount than the amount actual due hereunder, whether for rents or other charges, shall not prejudice Landlord's rights to collect full amount due.
- 24.2 Landlord's failure to enforce, at any time, any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement. **Additionally, Landlord's waiver of any provision, at any time, shall not constitute a continuing waiver of that provision or any other provision.**

ARTICLE 25. QUIET ENJOYMENT

- 25.1 Landlord hereby covenant and agrees that if Tenant shall perform all the agreements, conditions, covenants, and provisions contained herein and stipulated to be performed on Tenant's part, then Tenant shall at all times during the Term have the peaceable and quiet enjoyment and possession of the Premises without any hindrance or interruption from Landlord or any person or persons lawfully claiming the Premises, subject only to the agreements, conditions, covenants, and provisions of this Lease.

ARTICLE 26. REMOVAL OF PROPERTY ON TERMINATION

- 26.1 On or before the date of expiration of the Term of this Lease, Tenant shall remove all of its property from the demised Premises. In the event of Tenant's failure to do so, Landlord may remove such property without responsibility for the care or preservation thereof. Landlord may, in the exercise of such right of removal, place or order placed Tenant's property in a public warehouse at Tenant's expense and risk, but shall not be required to make such provisions for the storage of Tenant's property.

ARTICLE 27. SUBORDINATION

- 27.1 Tenant agrees that this Lease shall be subordinate to any mortgages or trust deeds that may hereafter be placed upon said Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and executions thereof, provided the mortgagee or trustee, named in said mortgage or trust deeds, shall agree to recognize the Lease of the Tenant in the event of foreclosure if the Tenant is not in default. In the event of any mortgage or deed of trust, then and in such event upon such mortgagee or trustee notifying the Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or trust deed, whether or not this Lease is dated prior to or subsequent to the date of said mortgage or trust deed.

ARTICLE 28. CAPTIONS

- 28.1 Any paragraph titles or captions contained in this Lease are for convenience only and shall not be

deemed part of the context of this Lease.

ARTICLE 29. BINDING AGREEMENT

29.1 Upon signing, this Lease shall become binding and accrue to the benefit of the Landlord and Tenant and their respective heirs, executors, administrators, and assigns, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties, or other agreements, either written or oral. Except as provided otherwise herein, no subsequent amendment, change, modification, or addition to this Lease shall be binding on the Tenant or Landlord unless in writing and signed by both parties.

ARTICLE 30. AUTHORITY TO SIGN

30.1 The person, or persons, signing this instrument hereby warrant and represent that they have full power and prior authority to do so on behalf of their respective companies.

ARTICLE 31. SEVERABILITY

31.1 If any portion of this Lease shall be deemed invalid or unenforceable, the same shall have no bearing or affect on the remainder of the lease that is valid and enforceable. The remainder of this Lease shall be construed and interpreted as if the invalid portion was never included in the provisions contained herein.

ARTICLE 32. GOVERNING LAW


32.1 This Lease shall be construed and governed according to the laws of the State of Ohio.

ARTICLE 33. ATTORNEYS FEES

33.1 If a lawsuit is brought by either party against the other for the enforcement or interpretation of the terms of this Agreement, then the prevailing party shall be awarded all reasonable attorneys fees, court costs, and litigation expenses associated with said lawsuit. The prevailing party is the party whom a judge or magistrate decrees a final judgment in favor of.

SIGNED AND ACCEPTED BY:


LANDORD:



DBC Management LLC by and through
Sufian A. Doleh, Member

5/19/2018

TENANT:



Galindo Inc. by and through its President,
Eduardo Galindo