

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into effective on the 1st day of December, 2010, by and between the **City of Mason, Ohio**, an Ohio municipal corporation, 6000 Mason-Montgomery Road, Mason, Ohio 45040 (hereinafter referred to as "Lessor") and **StoreFlix, LLC**, an Ohio limited liability company, its successors, assigns or affiliated companies (hereinafter referred to as "Lessee").

RECITALS:

- A. Lessor and Lessee have entered into Temporary Occupancy Agreement effective September 21, 2010 (the "Temporary Occupancy Agreement") for the Property (as hereinafter defined); and
- B. Lessor and Lessee have entered into a First and Second Addendum to Temporary Occupancy Agreement extending Lessee's occupancy of the Property through November 30, 2010; and
- C. Lessor and Lessee have a mutual interest advocating Lessor as competitive and desirable environment for the location of high-growth startup technology companies consistent with Lessor's economic development goals and strategies. Lessor envisions branding the City of Mason, Ohio as a technology hub to attract an eventual critical mass of small start-up companies locating in its corporation boundaries due to attractive resources, neighboring businesses, visibility, skilled workforce and community quality of life; and
- D. Lessee is committed to assisting with implementing steps toward the technology hub vision and intends to express such commitment by formalizing the location of their start-up company in the City of Mason, Ohio and looking for a long-term real estate location to grow, prosper and create jobs within the City of Mason; and
- E. Lessee's investment in locating their business operations and jobs within the City of Mason, Ohio and commitment to technology business growth activities involving their company and the recruitment of others represents an estimated return on the Lessor's investment of real estate through this Lease; and
- F. Lessor and Lessee desire to enter into this Lease to more fully define their rights and obligations with respect to the occupancy of the Property.

In consideration of the premises and mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged by the parties, the Lessor and the Lessee hereby agree as follows:

1. Real Estate. In consideration of the covenants and agreements hereinafter contained, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property commonly known as: six office space rooms, other office open spaces, storage areas in their current "AS IS" condition, and approximately one half of all common area (corridors and restroom) conference room together consisting of approximately 2,051.75 square feet, including the existing fixtures and furnishings, located on the first floor, and parking area at the Mason Municipal Center, 6000 Mason-Montgomery Road, Mason, Ohio 45040, which is more particularly identified in Exhibit A (Floor Plan) and Exhibit B (Tenant Parking) attached hereto and incorporated herein by reference (the "Property"). The Tenant Parking is not exclusively for the use of Lessee and shall be available for other outside uses and functions as needed. The lease of the Property shall be subject to all easements and conditions and restrictions of record. Lessee shall operate its business primarily based upon the identified normal business hours of Lessor and shall be entitled to occupancy outside of said business hours. Primary access for Lessee's employees to Lessee's offices shall be the side employee entrance near north parking lot identified in Exhibit B. All entrances shall be securely closed at all times. Lessee acknowledges that it has limited clients and customers visiting the Lessee's offices. As necessary, Lessee's clients and customers may use the employee entrance near the north parking lot to access the Lessee's office and shall be accompanied by an employee of the Lessee. At all times, Lessee's clients and customers shall park in the area identified in Exhibit B. Lessee acknowledges that the use of other of Lessor's rooms and spaces, including conference rooms, class rooms, and atrium space shall be coordinated through the Lessor and in accordance with Lessor's reservation procedures. Lessor and its Broker shall have the right to market, show, and lease the additional square feet and co-locate an additional Tenant in the remaining space in its sole discretion. Notwithstanding the foregoing, in the event that Broker brings an interested Tenant to Lessor, Lessee may have the first option to request in writing, within two (2) business days of such notification by Lessor, to acquire the remaining amount of square footage of the Property at the rental amounts stated herein and subject to all provisions of this Lease.

2. Term. Subject to the terms and conditions herein, the term of this Lease shall be for six (6) months effective on the 1st day of December, 2010 and terminating on the 31st day of May, 2011, (the "Term"). An extension of the initial Term is outlined in paragraph 4 below. If Lessee remains in possession of the Property after the initial Term and first extended term, if any, Lessee shall be deemed to be a Tenant on a month-to-month basis only subject to all of the remaining terms and

conditions of this Lease. In the event that Lessee has vacated the Property prior to the end of either the initial Term or the extended Term, and Lessee has not complied with either the provisions of paragraph 5 or 6 below, then Lessee shall pay to Lessor the Rent as defined in paragraph 3 and 15 (b) below, as applicable.

3. Rent and Security Deposit. The parties acknowledge that the retail market rate of rental of the Property is \$14.00 per square foot plus \$5.00 for operating expenses, for a total of \$19.00 per square foot (amount of rent due in the event of Lessee's failure to comply with paragraphs 5 and 6 is calculated and set forth in paragraph 15(b) below). Subject to the provisions of paragraph 5 below, during the Term, Lessee shall pay to Lessor semi-annual rent in arrears in the amount of \$8,207.00 (the "Rent"), which shall be deemed as the full rent owed so long as Lessee complies with the terms and conditions as set forth in paragraph 5 below, and as set forth in the Escrow Agreement, attached hereto as Exhibit C, which rent shall be due and payable at the end of the six month period in the semi-annual installment of \$8,207.00, which is a reduced rate of \$8.00 per square foot, for the initial Term and the Extended Term, if any. The Rent shall be payable by Lessee to Lessor on a bi-annual basis and in arrears on or before May 31, 2011 and on or before November 30, 2011, if the initial Term is extended pursuant to paragraph 4 below. All rent shall be paid to Lessor at the address specified in paragraph 18 below. If either Rent payment is more than five (5) days late, Lessee shall pay a late charge equal to five percent (5%) of the overdue Rent payment. Lessee shall pay the Rent when and as it becomes due, unless the Property is destroyed or rendered untenable by fire or other casualty in which event Lessee's obligation for further payment of Rent shall be controlled by paragraph 11 herein.

4. Extension of Term. The initial Term may be renewed for one additional six (6) month term terminating on November 30, 2011 (the "Extended Term"). For the Extended Term, if any, Lessee shall pay to Lessor rent in the amount of \$8,207.00 (the "Rent") which rent shall be due and payable on the last day of the Extended Term. In the event that Lessee becomes a month to month tenant after a period of 12 consecutive months, rent shall be paid at the retail market rate of \$3,248.60 per month. Lessee shall exercise such renewal option for the Extended Term, if at all, by giving written notice to Lessor not less than thirty (30) days prior to the expiration of the initial Term.

5. Lease Reduction Opportunity. Lessor and Lessee shall meet, within 45 days of December 1, 2010, to discuss, further define and approve the mutually agreed upon action steps to be taken for implementation of the opportunities set forth in items (a) through (c) below. The satisfactory compliance with these provisions shall be in the sole discretion of Lessor. It is understood and acknowledged that this Lease represents an investment in economic development by Lessor by

providing a business location and return on that investment for the City of Mason, Ohio for a commitment to a high growth start up technology, as described in the attached Exhibit D (about StoreFlix), to locate short and long term business and jobs in the City of Mason. In addition to the terms of paragraph 6 below, rent payments due, pursuant to paragraphs 3 and 4 above, shall be further reduced in the event that Lessee:

(a) Provides consulting on and conduct activities on marketing the City of Mason, Ohio as a "Tech Hub."

(b) Explores and implements a Government "Pilot Project," using Lessee's technology with one City of Mason, Ohio operational need.

(c) Provides consulting and recommendations for designing a "how to system," for running a tech incubator in the City of Mason, Ohio.

6. Conditions of Lease Payment Forgiveness. The rent payments due, pursuant to paragraphs 3 and 4 above, shall be forgiven in full by Lessor, only in the event that Lessee, during the Term, or the Extended Term, if any, locates it business offices within the corporation boundaries of the City of Mason, Ohio, which boundaries are more particularly described in Exhibit E (Mason Corporation Boundary Limits), and continues business operations for a period of 2 years. Lessee shall provide Lessor, in the form of a fully executed lease agreement evidencing such two-year lease of property within the Mason corporation boundary limits and within 30 days of providing the same to Lessor, shall receive a full refund of any rents paid to Lessor under the terms of this Lease. Should the Lessee present sufficient evidence of a two-year lease within the Mason corporate limits prior to the due date of the Term or Extended Term, then that payment will not be due to the Lessor under the terms of this Lease.

7. Taxes and Assessments. Lessor hereby covenants and agrees to pay any and all real estate taxes and assessments associated with the Property. For purposes of this Lease, the term real estate taxes and assessments shall mean any and all real estate taxes, assessments, license fees, excise fees, special assessments and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen of any kind and nature whatsoever (including, but not limited to, assessments for public improvements or benefits), which may be levied or assessed for each calendar year during the Term of this Lease, against the land and improvements thereon comprising the Property or relating to the operation or use thereof.

8. Insurance.

- (a) Lessor shall, at Lessor's sole cost and expense, keep insured all buildings, structures and improvements on the Property against loss or damage by fire, lightning, wind storm, explosion, damage from aircraft and vehicles, and smoke damage as well as all other risks as are covered by the endorsement commonly referred to as extended coverage, plus vandalism and malicious mischief, insuring the building and improvements in an amount equal to the full insurable value of such Property.
- (b) Lessee shall name Lessor, and its respective officers, agents and employees, as additional insured for all risks, in an amount not less than One million and no/100 dollars (\$1,000,000.00) per occurrence, Two million and no/100 dollars (\$2,000,000.00) aggregate liability. Each policy shall be endorsed to provide a minimum of 10 days advance notice of cancellation to said additional insured. Lessee shall furnish a certificate of insurance to Lessor. Said coverage shall remain in force for the duration of this Agreement. Provided, however, Lessor may require increases in liability coverage to equal or exceed Lessor's own level of liability coverage, having regard for the circumstances. Lessor shall further have the right to approve the Carrier furnishing such coverage. Lessee shall provide Lessor with copies of proof that the Lessor is named as an insured.
- (c) Lessee shall, at Lessee's sole cost and expense, maintain insurance for Lessee's contents. Lessor shall not be responsible for any damages to Lessee's contents.
- (d) Lessor and Lessee agree that insurance carried or required to be carried by either of them against loss or damage to Property by fire, flood, earthquake, acts of terrorism, acts of war or other casualty shall contain a clause whereby the insurer waives its rights to subrogation against the other party, its elected officials, directors, employees, volunteers, and agents.

9. Use of Property. Lessee shall use and occupy the Property for business offices, subject to the terms and conditions of this Lease. Lessee shall, at its sole cost and expense, promptly comply with all applicable laws, ordinances and orders, rules, regulations and requirements of all governmental authorities pertaining to its use and occupancy of the Property and the buildings,

improvements and equipment thereof. Lessee covenants and agrees that it will not use or permit to be used any part of the Property for any dangerous, noxious or offensive trade or business and will not cause or maintain any nuisance in, at or on the Property and the land upon which it is situated. Lessee shall not use the Property or permit the Property to be used in any manner which will result in an increase in the rates of insurance thereon or which would endanger life or property. Lessee shall not commit or permit any waste of the Property. Lessee further agrees not to use or permit the Property to be used for any immoral or illegal purpose.

10. Repair and Maintenance. Lessee will, at all times and at its own expense and cost, keep the interior non-structural portions of the buildings and improvements on the Property in good condition and repair, reasonable wear and tear excepted. Lessor shall be responsible for exterior maintenance and structural portions of the buildings and improvements, HVAC, snow removal, janitorial needs and waste removal. Lessee shall not make any structural changes to the Property or any of its buildings without Lessor's express written consent.

11. Damage or Destruction.

- (a) Lessee is solely responsible for all tangible and intangible personal property, located on the Property, that belongs to Lessee or its agents, employees, licensees, or invitees.
- (b) In the event that any structure situated upon the Property is partially damaged or partially rendered untenable by fire, other casualty or unavoidable accident, Lessor shall proceed as promptly as practicable thereafter to restore such structure to its former condition and, during the period of such restoration, the Rent to be paid hereunder, shall be reduced in an amount, to be agreed upon by the parties, which shall reflect the extent to which Lessee, during the period of restoration, has been denied full access to and use of the Property. Notwithstanding the foregoing, in the event that the Property has been damaged and Lessor has determined that it will take longer than sixty (60) days in order to restore the Property to where it is suitable for use by the Lessee, Lessee shall have the option to terminate this Agreement and its obligations hereunder only as to Rent but not obligations in 5 and 6.
- (c) In the event that any structure upon the Property should be damaged or rendered untenable by fire, other casualty or unavoidable accident, to such an

extent that Lessors do not wish to restore the Property to its former condition, but instead, elect to proceed to raze and remove the building or buildings from the Property, then either Lessor or Lessee may terminate this Lease. Upon such termination, neither party shall be liable for payment of termination fees, damages or expenses, and Lessor and Lessee shall be relieved of any obligation hereunder. Any notice of Lessor or Lessee to terminate this Lease shall be by written notice given to the other party as soon as practicable after the damage or destruction, but in no event later than fifteen days after such damage or destruction.

- (d) Upon termination of this Agreement and occupancy for any reason, all unattached trade fixtures and alterations shall be removed from Lessor's Property and the interior of said Property shall be returned in substantially the same condition as existed as of the date of Lessee's occupancy, to the reasonable satisfaction of Lessor, all at the sole cost and expense of Lessee.

12. Additions or Improvements. Lessee agrees that all additions, fixtures, improvements and repairs made upon the Property by Lessee shall thereafter become the Property of Lessor unless it is mutually agreed that any equipment necessary to the conduct of Lessee's business which Lessee attaches to or installs in the building without the intention to make the same a permanent installation and which can be detached and removed without damage to the Property shall remain the sole property of Lessee and may be removed by it upon the termination of the Lease.

During the term of this agreement, primary city contact shall be Richard Fair, Service Director, 513.229.8520 or rfair@masonoh.org.

13. Lessor's Access to Property. Lessor shall be entitled to access to the Property at any reasonable time or times for the purpose of inspecting the condition thereof. Except in the case of emergency, Lessor shall provide Lessee notice of intent in the event that Lessor must enter the Property.

14. Quiet Enjoyment. Unless terminated as otherwise provided herein, Lessee, if it has not violated any of the terms and conditions of this Lease, shall lawfully, peacefully and quietly hold, occupy and enjoy the Property during the term hereof without any let, hindrance, ejection or molestation by Lessors or by any person or persons lawfully claiming under them.

15. Default. (a) If Lessee shall at any time default in the payment of any installment of Rent or any other payments due hereunder and such default shall continue for a period of ten (10) days upon Lessor's written notice or if Lessee defaults in the observance or performance of any of the other conditions or covenants contained in this lease and fails to correct any such default within thirty (30) days of such written notice or if Lessee shall be declared a bankrupt or have a receiver or trustee appointed for it, then Lessee shall be deemed to be in default of this Lease. In the event of Lessee's default, Lessor, in addition to any remedies available to it at law or in equity, shall have the option at any time thereafter, without any demand or notice, to reenter the Property, with or without process of law and may expel, remove and eject Lessee and any other person occupying the Property, using such force as may be necessary in doing so, and may repossess and enjoy the Property and such reentry shall not result in a forfeiture of the Rent to be paid by Lessee or as a release of Lessee from any of the covenants or conditions of this Lease.

(b) In the event that Lessee fails to comply with the provisions of paragraphs 5 and 6 at the termination of the Lease, then Lessee shall be responsible for payment in full to Lessor of the full retail market value of \$19.00 per square foot, \$3248.60 per month for the term of occupancy under this Lease.

16. Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the parties, their successors and assigns.

17. Assignment and Subletting. Lessee shall not sublet or assign the Property or transfer or mortgage this Lease or any right or interest therein, without in each case receiving the prior written consent from the Lessor. Any transfer of this Lease from Lessee by merger, consolidation, liquidation or otherwise by operation of law shall constitute an assignment for the purpose of this Lease and shall require the written consent of Lessor which shall not be unreasonably withheld or delayed. It is anticipated that as Lessee grows its business, they may amend their business structure to a suitable taxable entity, in which event Lessor and Lessee will execute an Assignment and Assumption Agreement for the obligations contained herein.

18. Notice. Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by certified mail in a postage paid envelope addressed to each of the parties as follows:

LESSOR: Eric Hansen, City Manager
City of Mason, Ohio
6000 Mason Montgomery Road

Mason, Ohio 45040
LESSEE: Phil Storage, CEO & Founder
StoreFlix, LLC
6000 Mason Montgomery Road
Mason, Ohio 45040

19. Governing Law/Authority. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Ohio. **This Lease shall not be recorded.** Lessee hereby represents that it has the requisite authority to enter into this legally binding Lease.

20. Broker Commission. Lessee represents and warrants that, except for Capital Real Estate Partners, LLC representing Lessor, no other real estate broker or brokers were involved in the negotiation and execution of this Amendment. Lessor shall pay a broker commission as per the terms of a separate agreement between Lessor and Capital Real Estate Partners, LLC. Lessee shall indemnify Lessor and hold it harmless from any and all liability for the breach of any such representation and warranty on its part and shall pay any compensation to any other broker or person who may be deemed or held to be entitled thereto by claiming through Lessee.

21. Entire Agreement. This Lease and all Exhibits hereto contain the entire Agreement and understandings between the parties with respect to the subject matter hereof. There are no oral understandings, terms or conditions and neither party has relied upon any such representations, express or implied which are not contained in this Lease. All prior understandings, terms or conditions, including, but not limited to the Temporary Occupancy Agreement, as amended, are deemed merged in this Lease and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

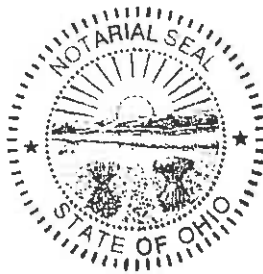
City of Mason, Ohio, Lessor

By: _____


Eric Hansen, City Manager

State of Ohio)
County of Warren) SS:

The foregoing instrument was acknowledged before me this 21 day of December, 2010, by Eric Hansen, City Manager.



CAROLYN K. BYRD
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
MAY 22, 2015

Carolyn K. Byrd

Notary Public

My Commission expires: May 22, 2015

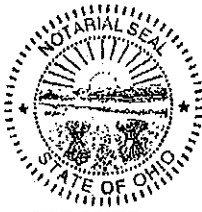
STOREFLIX, LLC

By: Phillip A. Storage Sr.

-Phillip A. Storage, Sr., CEO/Founder

State of Ohio)
County of Warren) SS:

The foregoing instrument was acknowledged before me this 21 day of December, 2010,
by Phillip A. Storage, Sr., CEO/Founder, of StoreFlix, LLC., an Ohio limited liability, on behalf of
the company, as duly authorized.



CAROLYN K. BYRD
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
MAY 22, 2015

Carolyn K. Byrd

Notary Public

My Commission expires: May 22, 2015

APPROVED:

Kenneth J. Schneider
Kenneth J. Schneider, Law Director

Jeffrey D. Forbes
Assistant Law Director

This instrument prepared by: Wood & Lamping, LLP.

713074v3

EXHIBIT
A

[illegible]

MASON MUNICIPAL CENTER - TENANT PARKING

tabbies

EXHIBIT

B

MASON-MONTGOMERY RD.

FOXFIELD DR.

LEGEND

Parcel Line

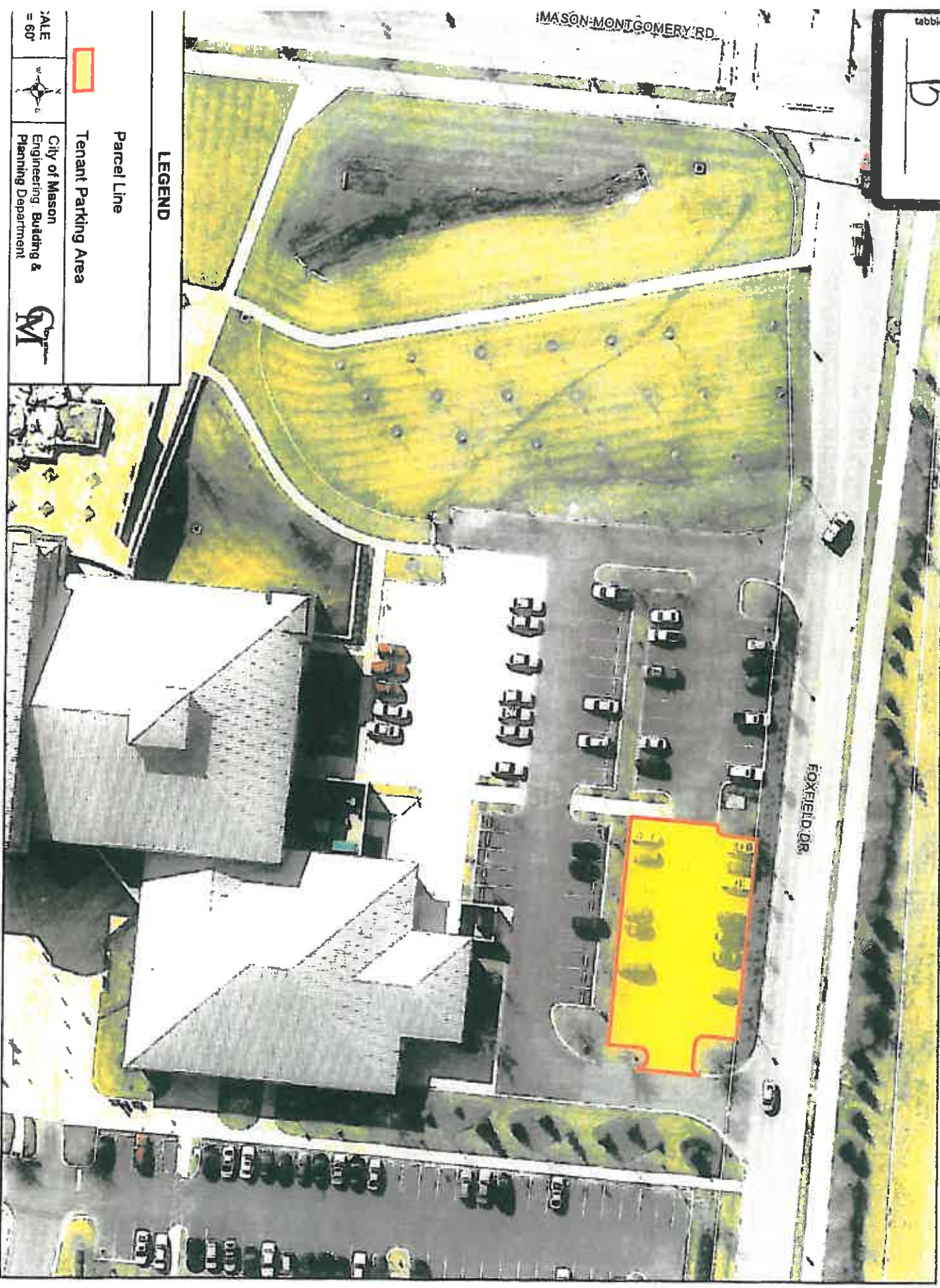
Tenant Parking Area

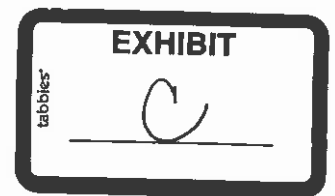


SCALE
= 60'



City of Mason
Engineering, Building &
Planning Department





ESCROW AGREEMENT

This Depository Escrow Agreement made and entered into effective this 1st day of December, 2010, by and between the City of Mason, Ohio, Lessor/Escrow Agent, and StoreFlix, LLC, Lessee.

The undersigned mutually agree that the following terms and conditions shall govern the terms of this Agreement.

1) The purpose of the Depository Escrow Agreement is to allow the lease to the Lessee of 2051.75 square feet of office space located at the City of Mason Municipal Building, 6000 Mason Montgomery Road, Cincinnati, Ohio 45040. Lessee hereby agrees to deposit the sum of \$16,414.00 in two (2) equal installments of \$8,207.00, with the first payable on May 31, 2011 and the second payable on November 30, 2011 with Lessor as Escrow Agent into a non-interest bearing escrow fund, to be maintained, as set forth in paragraph 5 of this Agreement, and to be held available to make payments to the City of Mason, Ohio, if the Lessee fails to comply with the terms of paragraphs 5 and 6 of the Lease Agreement between the parties.

2) Upon full compliance with paragraphs 3, 5, and 6 of the Lease Agreement, Mason, as Escrow Agent shall then release all escrow funds. All parties agree that Escrow Agent, shall have the final responsibility for determining that the release of the escrow funds is proper.

4) The Escrow Funds shall be held until November 30, 2011, or sooner in the event of Lessee's full compliance with the provisions of paragraphs 5 and 6 of the Lease Agreement. The Escrow Funds shall be held after November 30, 2011 in the event that Lessee holds over the term of the Lease. In the event of Lessee's default under the Lease:

a) The escrow funds will be paid to Mason, as Lessor in partial satisfaction of rent due, and

b) Mason, as Lessor, shall have a claim against Lessee for any additional rent amounts due pursuant to the provisions of the Lease.

5) The undersigned also mutually agree that the following additional terms and conditions shall also apply to this agreement;

a) Any funds or money placed on deposit with the Escrow Agent under this Agreement shall be placed in a non- interest-bearing fund with the City of Mason.

b) The Escrow Agent shall be liable for only such funds and instructions as are actually deposited and received by it for the purpose of this Agreement. The Escrow Agent shall have a lien, which shall be paramount and prior in right to the rights of all other persons, upon all money and other property deposited hereunder to secure the payment of all amounts now or hereafter owing to it by any party hereto, by reason of this Agreement or for any other unpaid indebtedness owed to it. The Escrow Agent shall not be required without consent to relinquish, deliver or pay over any instrument, money or other property deposited hereunder, unless and until it shall have been paid and reimbursed.

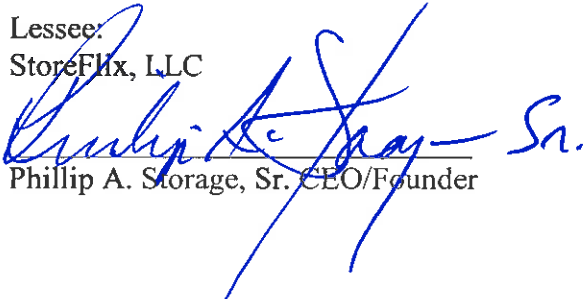
c) The Escrow Agent may consult with legal counsel of its own choice and any action, omission, or forbearance by it in accordance with advice so given shall be deemed proper as to it and shall be conclusive and binding on all persons interested in this Agreement. Seller shall be responsible for the payment of all of Escrow Agent's costs of defense and agrees to indemnify said Escrow Agent and hold him harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity and other expenses, fees, or charges of any character or nature which he may incur or with which he may be threatened by reason of the subject of this Agreement.

d) This Agreement shall be binding upon all successors and assigns of the parties hereto.

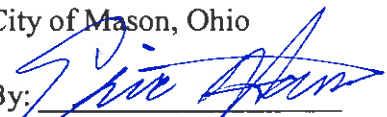
e) This Agreement may be executed in a number of counterparts but the original copy of this executed Agreement shall remain in possession of the Escrow Agent and the parties agree that such copy shall constitute the accurate and complete copy of all terms and conditions.

Executed at Mason, Ohio, effective on the date first above referenced by the parties hereto in form and manner sufficient to bind them and who acknowledge that all terms and conditions incorporated herein were complete and marked as indicated on the date of execution.

Lessee:
StoreFlix, LLC


Phillip A. Storage, Sr. CEO/Founder

Lessor:
City of Mason, Ohio

By: 
Eric Hansen, City Manager

City of Mason, Ohio Escrow Agent

By: 
Eric Hansen, City Manager

814066.1

EXHIBIT D

About StoreFlix®

Reinventing social media tools for corporations, StoreFlix has developed a world-wide patent-pending technology that allows managers to see and analyze their operations around the world. StoreFlix provides a social media network for businesses that improves communication and execution. Founded in 2008 in Mason, Ohio, StoreFlix serves *Fortune 500* corporations in a variety of industries, including consumer packaged goods, consumer products, consumer goods, retailers, franchises, the service industry, manufacturing and the government sector. For more information, contact StoreFlix at www.storeflix.com or 513-720-7773.

814526.1

Abstract

 Street Centerlines
 Parks
 City of Mason Corporate Limits

SCALE
1" = 4,000'



City of Mason
Engineering Building &
Planning Department



ORDINANCE NO. 2010 - 146

AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH STOREFLIX, LLC AND DECLARING AN EMERGENCY

WHEREAS, the City of Mason and Storeflix, LLC, have negotiated certain terms of a lease agreement wherein Storeflix, LLC, has agreed to lease certain space in the Mason Municipal Building; and

WHEREAS, the parties desire to memorialize these terms in a written lease agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, seven members thereto occurring:

Section 1. That the City Manager is hereby authorized to enter into a lease agreement with Storeflix, LLC, substantially in the form of the lease agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to execute the lease agreement prior to the proposed lease commencement date.

Passed this 22nd day of November, 2010.



Mayor

Attest

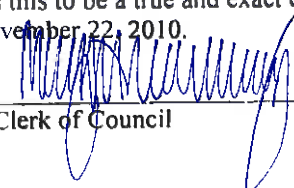


Clerk of Council

11/19/10
813661.1

Certification

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2010-146 adopted by the Council of the City of Mason on November 22, 2010.



Clerk of Council



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 6000 Mason Montgomery Rd., Mason, OH 45040

Buyer(s): StoreFlix, LLC

Seller(s): City of Mason, Ohio

~~I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES~~

~~The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE~~

~~The seller will be represented by _____, and _____
AGENT(S) BROKERAGE~~

~~II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE~~

~~If two agents in the real estate brokerage _____
represent both the buyer and the seller, check the following relationship that will apply:~~

- ~~☐ Agent(s) _____ work(s) for the buyer and
Agent(s) _____ work(s) for the seller. Unless personally
involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form.
As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.~~
- ~~☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents
and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained
on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties'
confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction
has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:
_____~~

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

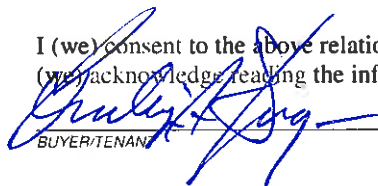
Agent(s) **Craig Roberts** and real estate brokerage **Capital Real Estate Partners, LLC** will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:

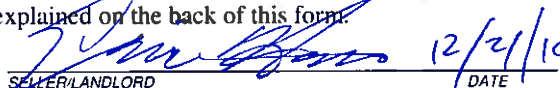
☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.


BUYER/TENANT

12/21/10
DATE


SELLER/LANDLORD

12/21/10
DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2010

PRODUCER D. Bruce Holliday 25A Cinti Ave Lebanon, OH 45036	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED StoreFlix LLC 6600 S. Mason Montgomery Rd Mason, OH 45040	<table><tr><th>INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Nationwide Insurance</td><td>1111</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Insurance	1111	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Nationwide Insurance	1111												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP glko 5704697139	09/20/2010	09/20/2011	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY. AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"The following are Additional Insureds: The City of Mason, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess."

CERTIFICATE HOLDER

City of Mason
6000 S. Mason Montgomery Rd
Mason, OH 45040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Gail Strosnider

