

D R A F T
LEASE AGREEMENT

This Lease Agreement (the “Lease”) is made and entered into effective on the ____ day of ____, 2012, 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 AssureRx Health, Inc., a Delaware Corporation, its successors, assigns or affiliated companies (hereinafter referred to as “Lessee”).

RECITALS:

- A. Lessee is currently a Tier I BioHealth Technology Company within the City of Mason, experiencing importunate growth of investment and jobs within a priority growth sector for the City; and
- B. Lessor intends to facilitate further recruitment of Lessee’s operations, innovation, investment and job growth to the extent possible; and
- C. Lessor and Lessee have a mutual interest in continuing the Lessee’s growth in the City of Mason and 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 currently works to brand 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’s investment in locating their headquarters, business operations and jobs within the City of Mason, Ohio and commitment to technology and bio health sector business growth activities involving their company and the recruitment of others represents significant commitment to long term economic development strategies of the City of Mason; and
- E. Entering into this Lease for additional real estate, located on the Mason Campus in the Mason Municipal Center and in proximity to the Lessee’s corporate headquarters, will provide interim solutions to facilitate immediate growth needs of the Lessor while planning and development are explored to secure additional long term growth within the City; 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: basement, unfinished areas of the Mason Municipal Center in their current “AS IS” condition, consisting of approximately 2,500 square feet and parking, 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. It is not anticipated that Lessee will have clients and customers visiting the lease area. For any occasional visit to said area, Lessee's clients and customers shall park in the area identified in Exhibit B.

2. Expansion. Lessor has the right to additional unfinished space within the basement, adjacent to the Property, consisting of additional unfinished space of up to 2,500 square feet, which is more particularly identified in Exhibit C (Expansion Space) attached hereto and incorporated by reference. Expansion space is subject to the same terms and conditions herein.

3. Tenant Improvements (TI). The property, both initial and expansion areas, require improvements for occupancy of personnel and company operations including dry labs. Tenant improvement design and construction shall be the full responsibility of the Lessee. TI's become the property of the Lessor upon vacancy.

3. Term. Subject to the terms and conditions herein, the term of this Lease shall be for an initial six (6) months effective on the earliest date determined needed by the Lessee and terminating on the 31st day of the sixth month following effective date, (the "Term"). If Lessee remains in possession of the Property after the initial Term, Lessee may be deemed to be a Tenant on a month-to-month basis only subject to all of the terms and conditions of this Lease unless otherwise determined by Lessor and Lessee.

4. Rent and Security Deposit. The parties acknowledge that the retail market rate of rental of the Property described in Exhibit A is not defined. It is unfinished basement space that requires tenant improvements (TI) out for occupancy. The rental rate for this location is a flat \$6.00 per square foot. During the Term, Lessee shall pay to Lessor monthly rent in the amount of \$1,250.00 (the "Rent"), which shall be deemed as the full rent owed. 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.

5. Extension of Term. The initial Term may be extended by mutual agreement of Lessor and Lessee and will be deemed month to month hereafter. For the Extended Term, if any, Lessee shall pay to Lessor rent subject to the same terms and conditions as outlined in this Lease.

7. Taxes and Assessments. Lessee 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 and assessments. Lessor hereby agrees to pay other fees as defined as 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.

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:

James S. Burns
AssureRx Health, Inc.
6030 S. 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. There is not a broker involved in this transaction.

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 _____ day of _____, 2012, by Eric Hansen, City Manager.

Notary Public
My Commission expires: _____

AssureRx Health, Inc., Lessee

By: _____
James S. Burns

State of Ohio))
County of Warren)) SS:

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____ of AssureRx Health, Inc., a Delaware Corporation, on behalf of the company,
as duly authorized.

Notary Public
My Commission expires: _____

APPROVED:

Jeffrey D. Forbes, Law Director

This instrument prepared by: Wood & Lamping, LLP.

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