

LEASE

THIS LEASE is made on this 1 day of February, 2021, by and between Dover Capital Enterprise, Inc, as Lessor, and Lendmark Financial Services LLC as Lessee.

WITNESSETH:

ARTICLE 1: DEMISED PREMISES

The Lessor hereby leases to the Lessee and Lessee hereby rents from Lessor the following described premises, herein called "demised premises", situated in the City of Dover, County of Tuscarawas, State of Ohio:

Located at: 329 W Third St, Dover OH.

Lessee has inspected the demised premises and Lessee accepts the demised premises in "AS IS" condition and acknowledges that Lessor has made no representation or warranty or promise with respect to the condition or use or repair or improvement of the demised premises not herein stated.

ARTICLE 2: TERM OF LEASE

TO HAVE AND TO HOLD for the term:

5 years

Lessee must notify Lessor, in writing, of its intent to renew 60 days prior to Lease expiration. Any renewals must be confirmed in writing by both Lessor and Lessee.

ARTICLE 3: RENT

Lessee hereby covenants and agrees to pay to Lessor minimum rent for the demised premises the sum of:

- Year 1: (12/1/20 - 11/30/21) \$1500
- Year 2: (12/1/21 - 11/30/22) \$1500
- Year 3: (12/1/22 - 11/30/23) \$1530
- Year 4: (12/1/23 - 11/30/24) \$1530
- Year 5: (12/1/24 - 11/30/25) \$1560

All payments will be paid in advance, on the 1st day of every calendar month during the term, and any Options of this Lease.

ARTICLE 4: UTILITIES / TAXES / INSURANCE

Lessee covenants and agrees to pay all or its prorata share of any utilities rendered or furnished to the demised premises, including electric, gas, sewer, water, telephone, etc. Lessor may, at Lessors sole discretion, choose to separately meter any or all utilities at any time during this Lease.

Lessee shall keep insured all contents on the leased premises against loss or damage by fire, lightning, windstorm, and other perils as provided in special coverage, or its equivalent, to One Hundred Percent (100%) of replacement cost. Lessee agrees to furnish to Lessor without demand proof of such insurance policy. Lessee shall also maintain general commercial liability insurance against claims for bodily injury or death occurring upon, in or about the leased premises and on, in or about the adjoining streets and walkways, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000), in respect to any other accident. Lessee agrees to furnish to Lessor without demand proof of such insurance policy. Lessee is bound to give immediate notice to Lessor should there be any failure of the above insurance coverage without waiving any rights herein. Failure to maintain insurance coverage will be treated the same as failure to make rental payments giving the Lessor the rights on breach of lease by the Lessee.

ARTICLE 5: QUIET ENJOYMENT

Lessor covenants and agrees that if Lessee pays the fixed minimum and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on the Lessee's part, Lessee shall, at all times during said term, have the peaceable and quiet enjoyment and possession of said premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor. Lessee will have access to premises 24 hrs. per day, 7 days a week.

ARTICLE 6: USE OF PREMISES

1. The demised premises shall be occupied and used solely for financial servicing and related uses and agrees that there shall be no onsite storage and distribution of any hazardous materials.
2. Lessee covenants and agrees that the demised premises shall not be abandoned or left vacant. Lessee may not assign the lease or any interest thereunder or sublet all or any part of the lease premises without written consent of the Lessor. Lessee will still be responsible for the payment of the Lease amount in the event a sublease is permitted and not paid.
3. Upon the commencement of the term of this Lease, Lessee shall proceed with due dispatch and diligence to open for business on the demised premises and shall thereafter continuously, actively, and diligently operate its said business of the whole of the demised premises, in a high grade and reputable manner throughout the term of this Lease unless prevented from doing so by fire, strikes or other contingencies beyond the control of Lessee.
4. Lessee covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance for the type and location for the type and location of the building of which the demised premises are a part. Lessee will, on demand, reimburse Lessor for all extra premiums caused by Lessee's use of the demised premises whether or not Lessor has consented to such use. If Lessee shall install any electrical equipment that over-loads the lines in the demised premises, Lessee shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction there over.
5. To make no alterations to said premises or attach any fixtures to the same without the written consent of the Lessor. Any such permitted alterations shall be installed at Lessee's cost.
6. Lessee will be permitted to have their company sign placed in the designated area(s). In addition, Lessee shall be permitted to place signs or lettering on the doors and windows, so long as said signs can be removed without causing damages to the glass. All signs shall meet with any/all local or municipal codes, permits, etc (per the city of Dover). Upon Lessee's vacating of the property, they shall be responsible for removal of all signage and lettering per the Lessor's request. All expenses of the signage including permits, installation, removal, etc, shall be at the sole cost of the Lessee. Lessor shall have final pre-approval of any signage that is installed by the Lessee on the property, which approval shall not be unreasonably withheld.

ARTICLE 7: MAINTENANCE OF DEMISED PREMISES

1. Lessor covenants and agrees to keep and maintain the roof and other exterior portion of the demised premises exclusive of doors, door checks, and windows and to make any structural repairs in the interior of the demised premises, except for reasonable wear and

tear and any non-insurance coverage damage thereof caused by any act or negligence of Lessee, its employees, agents, invitees, licensees, or contractors, in which event such damage shall be promptly repaired at the sole cost and expense of Lessee. Other than as herein provided Lessor shall not be responsible to make any other improvements or repairs of any kind, in or upon the demised premises.

2. Lessee covenants and agrees to keep and maintain in as good order, condition and repair the demised premises and every part thereof, except as hereinbefore provided, including but without limitation the repair or replacement if necessary of the exterior and interior portions of all doors, door checks, windows, plate glass, all plumbing, and sewage facilities within the demised premises including free flow up to the main sewer line, signs fixtures, heating, air conditioning and electrical equipment, with interior walls, floor and ceiling, including compliance with applicable building codes relative to fire extinguishers. If Lessee refuses or neglects to commence or complete repairs promptly and adequately Lessor may, but shall not be required to do so, make or complete said repairs and Lessee shall pay the cost thereof to Lessor upon demand.
3. Lessee will be responsible for the first \$500 per year HVAC maintenance costs.

ARTICLE 8: MAINTENANCE AND CONTROL OF COMMON AREAS

1. Lessor covenants and agrees that during the term of this Lease or renewal or extension thereof to provide parking areas, approaches, exits, entrances and roadways, hereinafter referred to as "Commons Areas", for the non-exclusive use of Lessee, and to maintain same in good repair, contiguous to demised premises, and loading dock areas.
2. Lessee covenants and agrees to cause it and its employees to park only in such places as provided and designated by Lessor for employee parking. If parking areas are provided in the rear of the demised premises the Lessee shall cause it and its employees to park in such areas. Lessee will be responsible for snow removal around the demised premises.

ARTICLE 9 DESTRUCTION BY FIRE OR CASUALTY

1. If the demised premises shall be destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessor shall maintain fire and extended coverage insurance on the building(s) and improvements in the Warehouse, including the demised premises. Notwithstanding the foregoing, Lessor shall provide written notice to Lessee within sixty (60) from the date casualty of its election to rebuild or terminate the Lease.
2. In the event of total destruction of the demised premises as above mentioned, Lessee's rent shall completely abate from the date of such destruction until possession of the rebuilt premises is delivered to Lessee, but in the event of a partial destruction or damage hereby Lessee shall be deprived of the occupancy of only a portion of said premises, then minimum rent shall be equitably apportioned according to the area of the demised premises which is unusable by Lessee until such time as the demised premises shall be repaired or restored.

ARTICLE 10 WAIVER OF SUBROGATION CLAIMS

Each of Lessor and Lessee hereby waives any claim against the other for loss or damage to its or his real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party (except to the extent of gross negligence or willful misconduct). Lessee further hereby waives any claim for loss or damage to its real and/or personal property at or within the demised premises resulting from fire or from all risk of physical damage, whether or not negligently caused (except to the extent of gross negligence or willful misconduct), caused by any other Lessee leasing space on the property.

Each of Lessor, with respect to the demised premises, and Lessee, with respect to the demised premises, agree at all times to hold the other harmless from all loss, cost or

damage, which may occur or be claimed in respect to any person(s) or property done or occurring on the area for which each is responsible, being the demised premises for Lessee and the Warehouse except for the demised premises for Lessor.

ARTICLE 11 PROPERTY IN DEMISED PREMISES

1. All fixtures, additions, improvements and installations provided by Lessee shall at once when furnished or installed be deemed to have attached to the freehold and to have become property of Lessor and shall not be removed by Lessee during or at the expiration of the term hereof unless directed by the Lessor.
2. All Lessee's personal property of every kind or description which may at any time be in the demised premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss (except to the extent of gross negligence or willful misconduct) suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing or leaking or sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

ARTICLE 12 ACCESS TO DEMISED PREMISES

1. Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the demised premises upon 48 hours prior notice (except in the event of an emergency) and to permit Lessor to make such repairs, decorations, alterations, improvements or additions in the demised premises or to the building of which the demised premises is a part, that Lessor may deem desirable or necessary for its preservation or which Lessee has not covenanted herein so to do, without the same being construed as an eviction of Lessee in whole or in part and the rent shall in not abate which such decorations, repairs, alterations, improvements, or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.
2. Lessor shall also have the right to enter upon the demised premises for a period commencing sixty (60) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in, or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated, or hidden by Lessee.

ARTICLE 13 DEFAULT BY LESSEE

All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other rights or remedies allowed by law. Lessee covenants and agrees that if:

1. Lessee shall fail, neglect or refuse to pay any installment of fixed minimum rent at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as herein provided, shall become due and payable under the terms hereof and if any such default should continue for a period of more than fifteen (15) days; a penalty of Five Dollars (\$5.00) per day shall accrue after ten (10) days for each day of such default.
2. Lessee shall abandon or vacate the demised premises neglect or refuse to keep and perform any of the other covenants conditions, stipulations or agreements herein contained and covenants and agreed to be kept and performed by it, and in the event any such default shall continue for a period of more than ten (10) days after notice thereof given in writing to Lessee by Lessor provided however, that if the cause for giving such notice, Lessee shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance of said notice or has taken proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration or other interference with said demised premises by reason of noncompliance with the requirement, of any law or ordinance or with the rules, regulations, or directions of any governmental authority as the case may be; then the Lessee does hereby authorize and fully empower said Lessor or Lessors agent to cancel or annul this Lease at once and to reenter and take possession of said premises immediately provided the use of force or a breach of the peace is not necessary or likely in which event this Lease shall indemnify the Lessor against all unavoidable loss of rent which Lessor may incur by reason of such termination during the residue of the term herein specified, including the loss of

Percentage Rental.

ARTICLE 14 SURRENDER OF DEMISED PREMISES

1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein, provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear.
2. Lessee shall at Lessee's expense remove all property of Lessee, including exterior signage, and all alterations, additions, and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the demised premises caused by such removal and restore the demised premises to the condition in which they were prior to the installation of the articles so removed. Any property not so removed and as to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 15: EMINENT DOMAIN

1. In the event the demised premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain the entire compensation awarded therefor both leasehold and reversion shall belong to the Lessor without any deduction therefrom for any present or future estate of Lessee and Lessee hereby assigns to Lessor all right, title and interest to any such award. Lessee shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for fixtures and other equipment installed by it and Lessee's moving expenses but only if such award shall be in addition to the award for the land and the building (or portion thereof) containing the demised premises.
2. If the entire demised premises shall be taken as aforesaid, then this Lease shall terminate and shall become null and void from the time possession thereof is required for public use and from that date, the parties hereto shall be released from further obligation hereunder but in the event a portion only of the demised premises itself shall be so taken or condemned then Lessor, at its own expense, shall repair and restore the portion not affected by the taking and thereafter the minimum rental to be paid by Lessee shall be equitably and proportionately adjusted.

ARTICLE 16: HAZARDOUS SUBSTANCES

The Lessee agrees to protect, defend, hold harmless and indemnify the Lessor and its beneficiaries and the respective successors and assigns of the foregoing from against, and in respect of any and all claims, losses, liabilities, damages, settlements, penalties, interest and expenses which may be suffered or incurred by any of them relating to, arising out of or resulting from, or by any reason of any and all liabilities or obligations under any federal, state, or local law (including common law), regulation, order or decree relating to pollution control, environmental protection, health, welfare, public safety, personal injury, property damage, or any other type of claim arising from the Lessee's use of the premises with respect to:

- (i) the handling, storage, use, transportation, or disposal of any Hazardous Substances in or from the premises, by or on behalf of the Lessee or any Lessee Subsidiary whether authorized or unauthorized.
- (ii) the handling, storage, use, transportation or disposal (whether or not known to the Lessee) of any Hazardous Substances by or on behalf of the Lessee or any Lessee Subsidiary which Hazardous Substances were a product, by-product or otherwise resulted from operations conducted by or on behalf of the Lessee or any Lessee Subsidiary.
- (iii) any intentional or unintentional emission, discharge, or release, whether or not known to the Lessee of any Hazardous Substances into or upon the air, surface water, ground water or land or any manufacturing, processing, distribution, use, treatment, disposal, transport or handling, of such Hazardous Substance by or on behalf of the Lessee or any Lessee Subsidiary or resulting from Lessee's operation of the premises.

ARTICLE 17: NOTICES

Any bill, statement, notice, communication or payment which Lessor or Lessee may desire, or be required to give to the other party shall be in writing and shall be mailed using the United States Postal Service or by a nationally recognized overnight delivery courier to the other party or to the address specified below or to the demised premises if such notice is to the Lessee, or to such other address as either party shall have designated to the other and the time of the rendition of such shall be upon receipt of confirmed delivery which shall include return receipt when same is deposited in an official United States Post Office, postage prepaid.

LESSOR:

Dover Capital Enterprise, Inc

Address: PO Box 7769
Cincinnati, OH 45231

Phone: 330-447-4871

Fax: _____

E-mail: _____

LESSEE:

Lendmark Financial Servicing LLC

Address: _____

Phone: _____

Fax: _____


E-mail: _____

ARTICLE 18: COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman or officer of Lessor hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding, or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modifications of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

Signed and acknowledged by the parties hereto the day and year first above written and page one of this Lease.

Signed in the presence of:


dolloop verified
02/20/21 11:53 PM EST
27CJF5L5HEYB-W4UP

LESSOR:

Dover Capital Enterprise, Inc

By: Amanda Marino

Its: Vice President

Signed in the presence of:

Wes B. Reach

LESSEE:



By: Robert W Aiken

Its: President/CEO

Rent to be mailed to:

Dover Capital Enterprise, Inc
c/o Helton Management Services
P.O. Box 7769 Cincinnati, OH 45231

LENDMARK FINANCIAL SERVICES, LLC - AUTHORIZATION FOR LEASE OF PREMISES

NEW LEASE LEASE RENEWAL DATE: January 21, 2021 Branch No: 364

Premises Located at: 329 W. Third Street, Dover, OH 44622
 Square Footage: 1534
 Landlord Notice Date: None
 Current Lease Term: 12/1/2015 through 11/30/2020
 New Lease Term: 12/1/2020 through 11/30/2025

	Current	Renewal
Ease Rent (psf, monthly and annual):	\$11.73/psf; \$1500/month or \$18,000/year	\$11.73/psf; \$1500/month or \$18,000/year for first 2 years; \$11.97/psf; \$1530/month or \$18,360/year for years 3 and 4; \$12.20/psf; \$1560/month; or \$18,720/year for year 5
CAM/Taxes/Insurance:	None	None
Total Rent	\$11.73/psf; \$1500/month; or \$18,000/year	\$11.73/psf; \$1500/month or \$18,000/year

Number of Years at Location: 25 years ✓
 Number of Employees: 4 ✓
 12 month profitability: \$794,069 - 11/20 ✓
 Accounts Receivable: \$7,754,617 ✓

Details on Location (anchor tenants, main drive, etc.): Lendmark is the only tenant.

Distance from nearest Walmart: 2.7 miles Amount of Vacant Space: None

Market Perspective on Renewal Rate (what other leases in market have been, etc.): Broker indicated that rent was comparable to market.

Operations Business Case: Solid performance, top 2000 floor group, good location, best time of low rent

SVP Branch Operations Approval: Signature: [Signature] 1/21/21 Print: Robert Greenwald

EVP Branch Operations Approval: Signature: [Signature] 1/22/21 Print: Bret Hyler