

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into as of April 25, 2016, by and between **ELIZABETH DEVELOPMENT COMPANY, INC.**, an Ohio Corporation (the “Lessor”), and **CB REAL ESTATE PARTNERS, LLC** dba Dry Ridge Liquor, an Ohio Limited Liability Company (the “Lessee”)

WITNESSETH:

WHEREAS, Lessor is the owner of the real estate commonly known as 90 Blackburn Road, Dry Ridge, Kentucky and described on Exhibit “A” attached hereto and incorporated herein, together with the building and related improvements constructed on such real estate (collectively, the “Premises”); and

WHEREAS, Lessee desires to enter into a lease with Lessor for the Premises.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth and intending to be legally bound hereby, Lessor and Lessee hereby agree as follows:

1. Demised Premises: In consideration of the rents to be paid by Lessee, and the covenants, terms and conditions to be kept and performed by Lessee and Lessor as provided herein, Lessor does hereby agree to lease the Premises to Lessee, and Lessee does hereby agree to lease the Premises from Lessor.
2. Use of Premises. Lessee will use the Premises only for the purpose of operating a retail convenience liquor store, and Lessee will not use the Premises for any other purposes without prior consent from Lessor
3. Rent Commencement Date: The Rent Commencement Date shall be the date upon which the Lessee opens for business to the public at the Premises.
4. Term. The term of this Lease shall be for two (2) years, commencing on the Rent Commencement Date.
5. Liquor License: Lessor and Lessee agree that this agreement shall be terminated on the event that Lessee is unable to procure a valid liquor license to operate under the intended use of the Premises.
6. Ownership of Premises: Condition of Improvements.
 - a. Lessor and Lessee agree that the building and related improvements constructed on the Premises shall belong to Lessor during the term of this Lease, subject to Lessee's right to use such improvements in accordance with the terms of this Lease. Lessee acknowledges and agrees that upon termination of the term hereof, the building and related improvements shall be surrendered with the Premises and shall remain the property of Lessor. Notwithstanding the foregoing, Lessee shall have the right to remove its inventory, trade fixtures, equipment and other

personal property from the Premises upon termination of this Lease, provided Lessee will be responsible for repairing any material damage to the building caused by such removal.

- b. Lessee acknowledges that it has had an opportunity to inspect the Premises, and Lessee is satisfied with the condition thereof. The taking of possession of the Premises by Lessee shall be conclusive evidence as against Lessee that the Premises were in good order and satisfactory condition when Lessee took possession. Lessee hereby agrees to accept the Premises in their current "as is" condition. No promise of Lessor to alter, remodel or improve the Premises and no representation reflecting the condition of the Premises have been made by Lessor to Lessee, unless the same is contained herein or made a part hereof.
7. Rent. During the Term of this Lease, Base Rent shall be Forty Two Thousand Dollars (\$42,000) per year, payable in equal monthly installments of Three Thousand Five Hundred Dollars (\$3,500), in advance, on the first day of each month of the term of this Lease. All rent and other payments due under this Lease shall be paid to Lessor at 45 Fairfield Avenue, Suite 200, Cincinnati, Ohio 41073, or at such other place as Lessor may designate from time to time in writing to Lessee.
8. Additional Rent.
 - a. In addition to the Base Rent provided above, Lessee shall directly pay when due all utility services for the Premises; all real estate taxes, assessments and charges (or appropriate pro rata portion thereof where a taxing body's fiscal period does not coincide with the term of this Lease or any extension thereof) separately assessed for the Premises by applicable governmental authorities, subject to Lessee's good faith right to contest such imposition at Lessee's sole expense; all risks casualty and liability insurance premiums for the Premises protecting both the interests of Lessor and Lessee, with the form, content and amount of such coverages specified in this Lease; expenses for management, maintenance and repair of the Premises, whether interior or external, structural or non-structural, ordinary or extraordinary; and all other costs and expenses associated with the Premises.
 - b. It is the intention of Lessor and Lessee that this Lease be a triple- net or carefree lease to Lessor, and Lessor is not responsible for providing any services or paying for any expenses in connection with the Premises and Restaurant. Failure to any extent of Lessee to obtain any service or maintenance, or any cessation of utilities or services due to any cause, shall not render Lessor liable in any respect for damages to either person or property, nor be construed as an eviction of Lessee, nor work an abatement of rent, nor relieve Lessee of any of its obligations, except if the result of any willful or negligent act or omission.
 - c. The Base Rent and Additional Rent and all other sums which Lessee agrees to pay under this Lease, and all interest which may accrue thereon in the event of Lessee's failure to pay any such amounts, together with all damages, costs and

expenses which Lessor may reasonably incur by reason of Lessee's default, monetary or non-monetary, shall collectively be referred to as "Rent."

9. Use and Repair of Premises by Lessee.

- a. Lessee will take good care of the Premises and the building and will use the Premises only for the purposes specified in this Lease. Lessee shall comply with all laws, regulations and orders of any governmental authority, with respect to the operation of the building on the Premises. Upon termination of this Lease for any reason, Lessee shall have the right to remove any items of equipment, fixtures and personal property situated at the Premises.
- b. Lessee shall be responsible, at its expense, for all maintenance and repair of the Premises including, without limitation, maintenance, repair, and/or replacement of the interior and exterior of the building, the roof, the electrical, plumbing, and heating and air conditioning equipment servicing the Premises, the parking lot, entrance drives and sidewalks, and for the maintenance and repair of all furniture, equipment and fixtures owned or installed by Lessee. Lessee shall also be responsible for the maintenance of any sign installed on the Premises, and Lessee shall clean and maintain all common areas to the Premises.

10. Alterations. Provided that Lessee obtains Lessor's prior written consent, Lessee shall, at its expense, after construction of the Premises, be entitled to make alterations, repairs, additions, improvements, replacements, or other changes to the Premises, or attach or affix thereto, or build therein, any article. Lessee shall indemnify Lessor from all costs, damages and expenses of any nature whatsoever associated with such work, and Lessee shall not allow any lien to be placed against the Premises.

11. Damage to Personal Property. All equipment, fixtures and personal property belonging to Lessee or to any other person, located in or about the Premises, shall be there at the sole risk of the Lessee or such other person, and neither the Lessor nor the Lessor's employees or agents shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for any damage or injury to said Lessee or to other persons or to other property, caused by water, snow, frost, steam, heat or cold, dampness, falling plaster, sewers or sewage, gas odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by any act or neglect of occupants of the Premises or by any other person, or caused in any other manner whatsoever, except if caused by the intentional or willful act of Lessor, its employees or agents. Lessee shall be responsible for obtaining its own insurance on Lessee's equipment, fixtures and other personal property, in addition to the casualty and liability insurance on the Premises which Lessee is obligated to obtain for the benefit of Lessor and Lessee pursuant to this Lease.

12. Indemnity by Lessee. Lessee shall and does hereby indemnify Lessor, and Lessor's employees and agents, and save them harmless and, at Lessor's option, will defend Lessor, and Lessor's employees and agents, from and against any and all claims, actions, damages, liabilities, causes of action, and expenses, including reasonable attorney's and other professional fees, in connection with loss of life, personal injury and/or damage to

property arising from or out of the occupancy and use by Lessee of the Premises or any part thereof, occasioned in whole or in part by any act or omission of Lessee, its employees, agents, officers or invitees.

13. Holding Over. Should the Lessee remain in possession of the Premises after the date of the expiration of the Term or any Renewal Term with the consent of the Lessor, then, unless a new agreement in writing shall have been entered into between the parties hereto, the Lessee shall be a tenant from month to month, and such tenancy shall be otherwise subject to all the covenants and conditions of this Lease except that the rent shall be at rates fixed by the Lessor.
14. Assignment and Subletting. Lessee shall not assign this Lease in whole or in part nor sublease all or a portion of the Premises without first obtaining Lessor's prior written consent, which consent may be withheld in Lessor's reasonable discretion. In evaluating whether to consent to a requested assignment, the Lessor shall look at the financial strength, operating experience and other factors which would affect the ability of the proposed assignee to operate the Business. In no event shall Lessee be relieved or released of its primary liability and obligation under the terms of this Lease, unless agreed to in writing by Lessor. Lessor's consent to any one assignment or subletting shall not be deemed to be a consent to any other or future assignment or subletting. Any assignment or subletting without Lessor's prior consent shall be null and void.
15. Eminent Domain.
 - a. If the whole or any material part of the Premises, including the buildings and/or other improvements, are taken by any public authority under the power of eminent domain, or in the event of a conveyance by Lessor in lieu of the exercise of the power of eminent domain by such public authority, such that Lessee cannot continue to operate its business from the Premises, then the term of this Lease shall cease as of the date possession thereof shall be taken by such public authority and the rent and other charges shall be paid up to that day, with a proportionate refund by Lessor of any such rent and other charges as may have been paid in advance. If only a part or portion of the Premises is taken which would not prevent Lessee from operating its business at the Premises, then Lessee shall repair, rebuild or restore any improvements on the Premises, with the proceeds from the condemnation award (which Lessor hereby agrees to assign to Lessee), to a condition acceptable to Lessee for its business.
 - b. The amount awarded or paid for any total or partial taking under the power of eminent domain shall belong to and be the property of Lessor, if such amount is awarded as compensation for the fee of the Premises or as damage to the residue, except as provided in Section 13(a) with respect to a partial taking and Lessor's agreement to assign such award to Lessee to be used by Lessee to repair, rebuild or restore any improvements on the Premises. Such portion of the award attributable to diminution in value to the leasehold or improvements to the Premises constructed by Lessee shall belong to Lessee. Lessor shall participate in the negotiations with the condemning authority, and Lessee, with Lessor's prior

approval , shall be permitted to negotiate directly with the condemning authority with respect to any damage or taking of the Restaurant building or other improvements constructed on the Premises by or on behalf of Lessee, and to Lessee's fixtures , equipment, personal property and/or for moving expenses, and any amounts separately awarded shall belong to Lessee.

16. Fire and Casualty. In the event the Premises or the improvements constructed thereon are totally or partially destroyed or damaged by fire, earthquake, flood, windstorm or other casualty, Lessee shall repair and/or rebuild the improvements and/or building on the Premises with the proceeds of insurance, and shall restore the Premises to as good a condition as existed prior to such damage or destruction. The insurance proceeds required to be maintained by Lessee pursuant to this Lease shall be used for such purposes, and Lessee shall expend its own funds to replace any equipment, fixtures, and personal property not covered by such proceeds of insurance. This Lease shall not terminate upon any such casualty or damage, provided that Lessee shall be entitled to an abatement of rent during the period of such reconstruction so long as Lessee is diligently proceeding with such reconstruction ; provided; however, that such abatement shall not exceed 60 days .
17. Default. Each of the following shall be deemed a default by Lessee (an "Event of Default"):
 - a. If Lessee defaults in the payment of any installment of Rent or other sum to be paid by Lessee hereunder when due and fails to cure such default within ten (10) days after receiving written notice from Lessor (provided that Lessor will not be obligated to provide more than two such notices in any calendar year, and after providing such notices in any calendar year, Lessor shall not thereafter be obligated to provide further notices to Lessee in such calendar year for a default in the payment of Rent).
 - b. If Lessee defaults in the performance of any of Lessee's other covenants, agreements or obligations contained in this Lease, and such default shall not have been cured within fifteen (15) days after Lessor shall have given Lessee notice specifying such default; provided, that such 15-day period shall be extended for such period of time reasonably necessary for Lessee to cure such default if such default is not capable of being cured within fifteen (15) days so long as Lessee proceeds with due diligence to cure such default;
 - c. If a voluntary or involuntary petition is filed by or against Lessee or any guarantor of this Lease under any bankruptcy law (including a petition for reorganization, extension of payment, composition or adjustment of liabilities) which is not dismissed within ninety (90) days;
 - d. If a receiver should be appointed for Lessee or any guarantor of this Lease or if Lessee or any guarantor of this Lease should make any assignment for the benefit of creditors; or

- e. If Lessee defaults in the performance of any of its obligations under the Franchise Agreement with Arby's, Inc. for the operation of the Restaurant on the Premises, and Lessee fails to cure such default within the time period specified in such Franchise Agreement to the satisfaction of Arby's, Inc. Lessee agrees to promptly provide written notice to Lessor of any default notices which Lessee receives from Arby's, Inc. with respect to the ownership or operation of the Restaurant;

Upon the occurrence of any Event of Default, Lessor may, at Lessor's election, whether or not Lessor terminates this Lease, enter into the Premises and repossess the same. In the event of any Event of Default, and the failure of Lessee to cure the default within ten (10) days after receiving another written notice from Lessor in addition to any written notice which Lessor is otherwise obligated to provide Lessee in this Section, Lessor shall also have the right to declare all Rent due hereunder to be immediately due and payable. Such action by Lessor shall not prejudice Lessor's rights against Lessee for all past due rent, for breach of any term or condition of this Lease, or any other cost or expense resulting from such breach on the part of Lessee. In case of such default and entry by Lessor, Lessor may, without terminating the Lease, relet the Premises for the remainder of the term to any tenant and may recover from Lessee any deficiency between the amount so obtained and the rent herein provided, and such reletting shall not be considered an acceptance of or a surrender of the Premises by Lessee. Upon the occurrence of any Event of Default, Lessor may elect to terminate the Lease by written notice to Lessee. The rights and remedies of Lessor shall be cumulative and exclusive of any other right or remedy at law or in equity.

18. Waiver. No waiver of any of the covenants or agreements contained in the Lease or any breach thereof shall be (a) effective unless in writing or (b) taken to constitute a waiver of any other or subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other time of the same or of any other covenants or agreements.
19. Signage. Lessee shall be permitted to erect at its cost and expense at various locations on the Premises such signs or signage as shall be permitted under applicable building and zoning codes. Lessee shall obtain, at its sole cost and expense, any required permits prior to erecting any signs on the Premises or the building.
20. Casualty and Liability Insurance. Lessee shall obtain and keep in full force and effect at all times during the Term, at Lessee's sole cost and expense, the following insurance policies issued by companies rated A or A Plus by A. M. Best:
 - a. Fire and extended "all risk" coverage insurance in an amount not less than the full insurable value of all buildings, structures and other improvements on the Premises. For purposes hereof, the term "insurable value" shall mean the replacement cost of the improvements as determined from time to time by Lessee's insurance agent. Such policy or policies shall insure both Lessor and Lessee, and shall contain a standard "loss payable clause" providing for payment

of the proceeds to Lessor, Lessee and any mortgagees of Lessor, as their interests may appear.

- b. Public liability insurance with limits of not less than \$1,000,000.00 for personal injury, death or property damage occurring upon, in or about the Premises per occurrence, and an excess liability policy affording additional insurance coverage with limits of at least \$2,000,000.00, naming Lessor as an additional insured thereunder.
 - c. All such policies shall contain provision for not less than thirty (30) days advance written notice to Lessor in the event of a cancellation or modification. Prior to the commencement of this Lease, Lessee shall furnish Lessor with copies of such policies or certificates evidencing that such insurance is in full force and effect.
 - d. It is expressly agreed that with respect to damage from fire or other casualty or events, the risks of which are insurable under standard insurance policies and the foregoing insurance requirements, and with respect to property damage insurance carried by Lessor and/or Lessee, or either of them ("Insureds"), no insurer of the Insureds against such risks of damage to the Premises and/or any improvements thereon or with respect to property damage shall have a right of subrogation against Insureds, their respective officers, employees, agents or invitees. In addition, the Insureds hereby waive any and all rights of subrogation against the other party arising out of or in any way connected with this Lease, the Premises or the Restaurant, to the extent the claim is covered by the insurance coverages Lessee is required to maintain pursuant to this Section 18. The Insureds agree to obtain waiver of subrogation clauses from their respective insurance carriers with respect to any insurance pertaining to the Premises or required by this Lease.
21. Quiet Enjoyment. Lessor covenants and agrees with Lessee that Lessee, upon paying the rents and performing the terms and conditions of this Lease on Lessee's part to be performed, shall lawfully, peaceably and quietly hold, occupy and enjoy the Premises during the term hereof.
22. Notices. Any notice required or permitted to be given under this Lease shall be deemed given when personally delivered or deposited in the United States Mail, certified or registered mail, postage prepaid, and addressed as follows:

To Lessor: Elizabeth Development Company, Inc.
45 Fairfield Ave., Ste. 200
Bellevue, KY 41073

To Lessee: CB Real Estate Partners, LLC dba Dry Ridge Liquor
45 Fairfield Ave., Ste. 200
Bellevue, KY 41073

or to such other address as either of the parties hereto may from time to time advise the other party in writing.

23. Environmental Requirements. Lessee shall not use all or any portion of the Premises for the Generation, Treatment, Storage, Disposal, or Release, as such terms are defined under applicable Environmental Laws (as defined below), of any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., as amended, or any and all other environmental, health, or safety-related federal, state or local law, ordinance, rule, or regulation (hereinafter referred to as "Environmental Laws"), and the foregoing shall include, without limitation, asbestos, oil, petroleum products and distillates, and PCBs (any or all of which are hereinafter referred to as "Hazardous Materials"). Lessee shall not Dispose or Release any Hazardous Materials at or from the Premises except as specifically permitted by applicable Environmental Laws, and specifically may not discharge any Hazardous Materials in any public sewer or any drain and/or drainpipe leading or connected thereto, except as expressly permitted by such Environmental Laws. Lessee specifically agrees to indemnify and hold Lessor, and Lessor's successors, assigns, employees and agents, harmless from any and all claims, liabilities, costs or expenses arising out of such Generation, Treatment, Storage, Disposal, or Release of Hazardous Materials by Lessee, its shareholders, officers, employees or agents, including reasonable attorneys' and consultants' fees and any costs of all necessary clean-up activities occasioned by Lessee's actions, whether discovered during the term hereof or after termination of this Lease. The provisions of this Section shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or equity and shall survive the termination of this Lease.

24. Miscellaneous.

- a. This Lease constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written. No waiver, modification, or addition to this Lease shall be valid unless in writing and signed by both Lessor and Lessee.
- b. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor and Lessee and their respective successors and permitted assigns.
- c. The sections, captions and headings in this Lease are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.
- d. Neither Lessor nor Lessee shall record this Lease. Lessor and Lessee hereby agree that, upon the request of the other party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Fees for the preparation and recording of any such memorandum of this Lease shall be paid by the party requesting execution of the same. In the event of termination of

this Lease. within thirty (30) days after written request from Lessor, Lessee agrees to execute, acknowledge and deliver to Lessor an agreement removing any such memorandum of this Lease from record.

- e. Lessor and Lessee each represent and warrant that they shall each be responsible for payment of any brokerage commissions or finder's fees incurred on their behalf in connection with the negotiation and execution of this Lease, and each agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim.
- f. If any term or provision of this Lease, or the application thereto any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- g. This Lease and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereby have caused this agreement to be executed as of the 25th day of April, 2016.

WITNESSES:

Matt Greer
Printed Name: Matt Greer

Math Stein
Printed Name: MAT Stein

LESSOR:

**ELIZABETH DEVELOPMENT COMPANY,
INC.**

By: Matthew Kramer
Matthew Kramer, Controller

LESSEE:

**CB REAL ESTATE PARTNERS, LLC dba
DRY RIDGE LIQUOR**

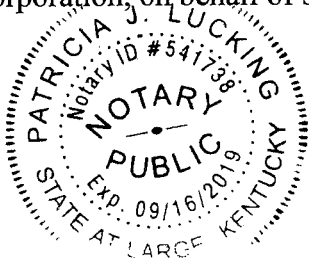
By: Gregory Cozzart
Gregory Cozzart, Manager

Matthew Greer
Printed Name: Matthew Greer

Math Stein
Printed Name: MAT Stein

STATE OF KENTUCKY)
)SS:
COUNTY OF CAMPBELL)

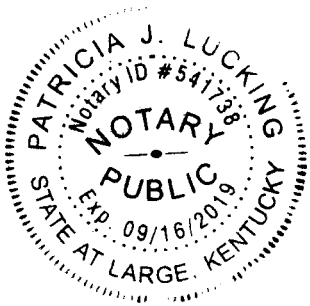
The foregoing instrument was acknowledged before me this 28th day of April, 2016, by Matthew Kramer, Controller of **ELIZABETH DEVELOPMENT COMPANY, INC.**, an Ohio Corporation, on behalf of said corporation.



Patricia J. Lucking
Notary Public

STATE OF KENTUCKY)
)SS:
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 28th day of April, 2016, by Gregory Cozzart, Manager of **CB REAL ESTATE PARTERS, LLC dba DRY RIDGE LIQUOR.**, an Ohio limited liability company, on behalf of said corporation.



Patricia J. Lucking
Notary Public

EXHIBIT "A"

[Legal Description of Premises]