

**MEETING OF THE
CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION**

**Canal Winchester City Hall
45 East Waterloo Street
Canal Winchester, OH

August 31, 2022 - 11:30 a.m.**

AGENDA

1. Roll Call:
 - Marilyn Rush-Ekelberry
 - Joe Abbott
 - Bob Clark
 - Kyle Heavrin
 - Dale Joiner
 - Matt Peoples

2. Consideration of minutes of June 29, 2022 meeting

3. Financial Report or Statement

4. Reports of Trustees or Committees:

5. Report of President or other officers
 - A. Report of the Executive Vice President on Economic Development Activity

6. Unfinished Business
 - A. Discussion – Bed Tax Funds Availability

 - B. Update on Comprehensive Plan

7. New or Miscellaneous Business
 - A. Resolution 22 – 01 – A Resolution approving lease of 20 S. High Street between Canal Winchester Industry and Commerce Corporation and the City of Canal Winchester.

 - B. Resolution 22-02 – A Resolution approving lease of 20 S. High Street between Canal Winchester Industry and Commerce Corporation and Dr. William Murray, OD

Adjournment:

Motion By: _____ 2nd By: _____ Vote: _____

Time Out: _____

CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION

Wednesday, June 29th, 2022 MEETING MINUTES

Call to Order: Mr. Sotlar called the meeting to order at 11:35 a.m.

Roll Call:

Present: *Dale Joiner, Marilyn Rush-Ekelberry, Matt Peoples, Joe Abbott and Jim Sotlar*

Also in attendance: *Lucas Haire, Executive Vice President; Liz Rodawalt, Administrative Assistant; Laurie Amick*

Approval of Minutes:

A. *Motion was made to approve the March 30th, 2022 CWICC minutes by Ms. Rush-Ekelberry; seconded by Mr. Abbott.*

Motion carried with the following vote:

Yes – all in favor.

Financial Report Statement:

- A. Mr. Haire reported the current balance is unchanged from the previous meeting at \$10,342.78.

Reports of Trustees or Committees:

- A. Nothing to Report

Report of President or other officers:

- A. Mr. Haire reported the following on Economic Development Activity:

Molto Properties has begun clearing and has been issued a mass grading permit for their expansion of the Canal Pointe Industry & Commerce Park. They intend to construct two speculative industrial buildings. A 375,000 sf rear load building and 465,000 sf cross dock building.

Lifestyle Flooring is under construction on their new 7,000 sf showroom and warehouse in Canal Pointe on Howe Industrial Parkway. They intend to complete construction this fall.

TG Plumbing & Mechanical is nearing completion of their new 7,000 sf office/warehouse on Robinett Way. They intend to finish in occupy this building late this summer.

Fairfield Trine has begun construction on a new mixed use building on West Waterloo Street. They are constructing a new building with 3,400 square feet of retail space on the first floor and 8 apartments above.

Friendship Kitchen has completed their new fuel center and restaurant on Gender Road and they are now open.

Projects – New Business

The Schacht property rezoning of 70 acres on the south side of Bixby Road at US 33 was approved as a Planned Industrial District by City Council. They intend to submit for final development plan approval for the July meeting of Planning and Zoning Commission to construct two new industrial buildings each in excess of 500,000 square feet.

Stotan Industrial is in contract to purchase 82 acres on the north side of Bixby Road at Winchester Pike to accommodate future industrial development. They are planning two new industrial buildings of approximately 950,000 square feet. City Council voted to zone the property LM at their June 20th meeting.

Tenby Partners has purchased 10 acres at the corner of Diley Road and Busey Road and they have proposed to construct a new 210,000 square feet speculative industrial building on the site. This building will be similar in scale and appearance to their recently completed project on Winchester Blvd. which has been partially leased by Walgreens.

KDC/One has leased 60,000 square feet at 6260 Winchester Blvd. They plan to establish a packaging operation at the site for an Ohio based consumer products company and employ more than 100 full time employees initially with an opportunity to grow.

NAPA Auto Parts has proposed to relocate from 103 W. Waterloo St. to 152 W. Waterloo St.

Taco Bell has been approved to build a new location on Meijer Drive off Diley Road. They will also be doing a remodel of their existing location on Gender Road.

Unfinished Business:

- A. Update of 20 South High Street. *Mr. Haire updated the trustees on the purchase of the property and environmental studies that are being done. Discussion ensued about the future of the property. Trustees agree that the City/CWICC should control this property and ensure the future use benefits Old Town and the community.*

Election of Officers:

Mr. Sotlar announced his resignation from Canal Winchester Local Schools, and therefore the inability for him to continue to serve on CWICC effective July 31st, 2022.

Motion was made to appoint Joe Abbott as President by Ms. Rush-Ekelberry, seconded by Mr. Sotlar.

Motion carried with the following vote:

Yes –all in favor.

Motion was made to appoint Marilyn Rush-Ekelberry as Vice President by Mr. Abbott, seconded by Mr. Joiner. Motion carried with the following vote:

Yes –all in favor.

Motion was made to appoint Bob Clark as Secretary by Mr. Abbott, seconded by Mr. Peoples. Motion carried with the following vote:

Yes –all in favor.

New or Miscellaneous Business

- A. Discussion of Bed Tax Funds Availability. *Mr. Haire presented multiple possibilities for ways to use the \$10,000 allocation. Discussion ensued about the best way to reinvest in the community and it was determined the funds should be used on architectural concepts for the remodeling of 20 S. High Street if the purchase is completed.*
- B. Update on Comprehensive Plan. *Mr. Haire updated the trustees on McKenna starting their comprehensive plan and what will take place at meetings. Mr. Sotlar will no longer be able to serve on the comprehensive plan committee due to his resignation. Mr. Joiner will take his place as a CWICC representative as appointed by the Trustees.*
- C. Discussion of Intel announcement and suppliers. *Discussion ensued about potential businesses and their requirements for operation. Mr. Haire shared the project leads that have been sent out by Jobs Ohio and One Columbus year to date.*

It was announced that the next meeting will be held on August 31st, 2022, 11:30 AM at 45 E Waterloo Street.

Adjournment:

A motion was made to adjourn the meeting by Mr. Peoples; seconded by Mr. Abbott. Motion carried with the following vote:

Yes – all in favor

Time out: 12:45 pm

Respectfully submitted,

Secretary

Economic Development Update for CWICC – August 2022

Construction

- Molto Properties has begun construction for their expansion of the Canal Pointe Industry & Commerce Park. They intend to construct two speculative industrial buildings. A 375,000 sf rear load building and 465,000 sf cross dock building. They are already receiving interest in leasing one of the buildings.
- Tenby Partners has begun construction on their new 210,000 square feet speculative industrial building on the corner of Busey Road and Diley Road. They intend to complete construction in the early summer of next year.
- KDC/One has leased 60,000 square feet at 6260 Winchester Blvd. They are now operating a packaging operation at the site for an Ohio based consumer products company and employ more than 100 full time employees initially with an opportunity to grow.
- Lifestyle Flooring is nearing completion of their new 7,000 sf showroom and warehouse in Canal Pointe on Howe Industrial Parkway.
- Crimson Cup Coffee is under construction on improvements to 108 N. High Street. They are operating this as a warehouse but are improving the building so it can be certified as food grade so they may operate portions of the coffee business there in the future. Improvements include new lighting, siding replacement and painting, a roof overlay, new dock doors, levelers and seals and new signage.
- Fairfield Trine is under construction on a new mixed use building on West Waterloo Street. They are constructing a new building with 3,400 square feet of retail space on the first floor and 8 apartments above.
- Wright-Patt Credit Union is under construction on their new branch on W. Waterloo St. in front of Wal-Mart.
- Taco Bell has begun construction of their new location on Meijer Dr. off Diley Road. They intend to be open by the end of November. They are also nearing completion of their major remodel of their Gender Road location.

Projects – New Business

- The Schacht property received final development plan approval on the south side of Bixby Road at US 33. Northpoint intends to begin construction on one of two new industrial buildings in excess of 500,000 square feet later this year.
- Stotan Industrial is in contract to purchase 82 acres on the north side of Bixby Road at Winchester Pike to accommodate future industrial development. They are planning two new industrial buildings of approximately 950,000 square feet.
- The Columbus Metropolitan Library has closed on three parcels on Groveport Road totaling 8.7 acres across from the swimming pool parking lot. They intend to construct a new full-service library branch at this location.

- NAPA Auto Parts was approved to relocate from 103 W. Waterloo St. to 152 W. Waterloo St. They will be improving the interior of the building to accommodate their use and plan to open late this fall.
- MOBO Med Spa is in contract to purchase 48 E. Waterloo Street. They intend to establish their headquarters and training facility at this location. The property will be converted from its existing residential use with a significant investment into the building.
- Sheetz has finalized their engineering plans and they intend to construct a new restaurant/convenience store at Gender Road and Winchester Pike in the location of the former Rutherford's Auto Body and Sudslinger's.

CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION

RESOLUTION 2022- 01

The Board of Directors of the Canal Winchester Industry and Commerce Corporation met in regular session at the Canal Winchester City Hall, 45 E. Waterloo Street, Canal Winchester, Ohio, on August 31, 2022, with the following members present: _____.

RESOLUTION APPROVING LEASE OF 20 SOUTH HIGH STREET BETWEEN CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION AND THE CITY OF CANAL WINCHESTER

_____ made a Motion to adopt the following Resolution:

WHEREAS, Canal Winchester Industry and Commerce Corporation (the "Corporation"), desires to lease said premises from the City of Canal Winchester, Ohio, as its agent for economic development pursuant to Section 1724.10 of the Ohio Revised Code and for purposes of promoting economic development in the City of Canal Winchester and State of Ohio;

NOW, THEREFORE, BE IT RESOLVED by the Board of Canal Winchester Industry and Commerce Corporation as follows:

SECTION 1. That this Board hereby approves the Lease Agreement attached hereto, incorporated herein and designated Exhibit A and hereby authorizes and directs the Executive Vice President to execute the Lease Agreement on behalf of the Corporation.

SECTION 2. The Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board which resulted in formal action were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect upon passage.

_____ seconded the Motion to adopt the Resolution.

On the roll call being called, the vote resulted as follows:

Ayes:
Nays:

Resolution 2022-01 adopted this 31st day of August, 2022.

ATTEST:

Secretary

Exhibit A

LEASE

City of Canal Winchester, Ohio, an Ohio municipal corporation, with a mailing address of 45 East Waterloo Street, Canal Winchester, Ohio 43110 ("Landlord"), and **Canal Winchester Industry and Commerce Corporation**, an Ohio community improvement corporation, with a mailing address of 45 East Waterloo Street, Canal Winchester, Ohio 43110 ("Tenant"), agree to the following "Lease" made effective as of _____, 2022 ("Effective Date").

1. Premises and Term. Landlord, in consideration of the rents, covenants, terms and conditions hereinafter stipulated to be paid and performed by Tenant, hereby leases to Tenant and the Tenant hereby leases from Landlord the real estate known as 20 South High Street, Canal Winchester, Ohio, with all improvements and appurtenances thereon, including a building (the "Building"), subject to existing easements, covenants and restrictions (the "Premises") as described in **EXHIBIT A**, for an initial term of three (3) years, beginning on the Effective Date. Provided that the Tenant is not in default, Tenant shall have the option to renew this Lease for additional successive one-year periods (the initial term and any renewal term are sometimes referred to herein as the "Term"). If Tenant does not wish to renew, Tenant must provide Landlord with written notice 30 days prior to the end of the then current Term. The Lease terms during any such renewal term shall be the same as those contained in this Lease except that the Base Rent (defined below) shall be increased by three percent over the Base Rent in effect during the immediately preceding term.

2. Base Rent.

(a) Tenant shall pay to Landlord during the Term of this Lease base rent ("Base Rent") at the rate of \$_____ per year, due and payable in monthly installments of \$_____ in advance on the first day of each calendar month without prior demand, and without abatement, deduction or set off. Base Rent for any period of less than a full calendar month will equal 1/30th of the monthly Base Rent for each day of such period.

(b) If any installment of Base Rent or any other "Additional Rent" (as defined in Section 3, below) is not received by Landlord within five (5) days of the date due, Tenant shall pay to Landlord an additional sum of five percent (5%) of the amount due as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord shall incur by reason of the late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.

3. Costs and Expenses.

(a) In addition to the Base Rent, Tenant also covenants to pay and discharge during the Term, when the same will become due, any and all other amounts, liabilities and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof (collectively, "Additional Rent," and together with the Base Rent, the "Rent"), and in the event of any failure on the part of Tenant to pay or discharge any of the same, Landlord will have

all rights, powers and remedies provided herein or by law or equity or otherwise in the case of non-payment of the Base Rent. Base Rent and Additional Rent are collectively referred to in this Lease as "Rent".

(b) If Tenant defaults in making any payment required to be made by Tenant when due, or shall default in performing any covenant, term or condition of this Lease which involves the expenditure of money by Tenant, then Landlord may at its option, but shall not be obligated to, make such payment or expend such sums on behalf of Tenant as may be necessary to perform and fulfill such covenant, term or condition, and any and all sums so expended by Landlord, with interest thereon at a rate equal to eighteen percent (18%) per annum from the date of such expenditure, shall be repaid by Tenant to Landlord on demand, but no such payment or expenditure by Landlord shall be deemed a waiver of such default by Landlord.

4. Taxes and Assessments. Tenant shall promptly pay all taxes and assessments which may be levied, assessed, or otherwise imposed by any federal, state, county or local government authority upon the Premises or any part thereof or upon the owner or user thereof, or upon any personal property attached to the Premises or used in connection with the business conducted thereon, or upon the owner, user or operator thereof, and which become due and payable during the period covered by the Term of this Lease. If any assessments are levied, assessed or otherwise imposed upon the Premises or any part thereof during the Term, Landlord may elect to pay such assessments in installments and the Tenant shall pay any installments becoming due and payable during the Term of this Lease. Tenant may, with the consent of Landlord, contest any such tax or assessment, in any manner permitted by law, in the Tenant's name, and whenever necessary in Landlord's name, provided that Tenant indemnify and hold harmless Landlord for and from any and all expenses, costs and liabilities in connection with any such contest. However, notwithstanding such contest, Tenant will pay the contested tax or assessment in the manner and when required by the terms of this Lease, unless enforcement of any lien, tax, imposition or assessment may be stayed by Tenant during such contest by the filing of a bond or the payment of a monetary deposit in court in connection therewith or any other similar action permitted by the local authority having jurisdiction in connection with the foregoing.

5. Utilities. Tenant shall arrange to have all utilities serving the Premises put into Tenant's name and shall promptly pay all charges accruing during the Term of this Lease for water, electricity, gas, power, heating, sanitary service and all other utilities and services.

6. Maintenance; Net Lease. Tenant shall, at its expense, maintain the Premises and all buildings and improvements and appurtenances thereto, both interior and exterior, including all electrical, plumbing, heating, ventilating and air conditioning systems, equipment and fixtures in as good order and condition as at the commencement of this Lease, or as may be put by Landlord or Tenant, reasonable use and ordinary wear and tear excepted; and Tenant shall make any and all repairs, replacements, substitutions and improvements, ordinary or extraordinary, foreseen or unforeseen, and structural or otherwise, necessary for such purpose and to keep all such items in good working order, all at Tenant's expense. Landlord shall not be responsible for making any such repairs or replacements, this being a net lease and the intention of the parties being that the Base Rent to be received by Landlord hereunder shall be free of any expense in connection with the use,

ownership, care, maintenance, operation or repair of the Premises or of the building, improvements and appurtenances located thereon.

7. **Alterations.** Tenant shall not commence any construction, improvement, alteration, addition, or installation on the Premises unless and until Landlord has approved the detailed plans and specifications for the same. The costs of any such changes, alterations, improvements, additions, construction and installation shall be at the sole expense of Tenant and shall be done in a good and workmanlike manner. Tenant shall have the right to remove any or all machinery, trade fixtures, furnishings, equipment and exterior signs installed by Tenant at any time and from time to time during the Term of this Lease, whether or not the same shall be deemed to be affixed to the realty; provided, however, that Tenant, if it does remove such items, shall, at its expense, restore the Premises to the same condition in which they were prior to the installation, attachment or placement of such machinery, trade fixtures, furnishings, equipment and exterior signs. Tenant agrees that upon expiration or termination of this Lease, it will, at its own expense, if Landlord shall so request, restore the Premises and all buildings, improvements and appurtenances thereto, to their former condition, ordinary wear and tear and damage by the elements excepted and in good working order.

8. **Insurance.** Tenant shall obtain and keep in full force at the sole cost and expense of Tenant policies of insurance (i) to keep the Premises insured against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy for not less than one hundred percent (100%) of the replacement cost thereof (including foundation and excavation), evidenced by "replacement cost" and "agreed amount" endorsements in the policy, and (ii) maintain comprehensive general public liability insurance covering the legal liability of Tenant against claims for bodily injury, death and/or property damage arising out of the use, maintenance and/or operation of the Premises and all areas appurtenant thereto. All such insurance shall be written by a company or companies acceptable to Landlord.

9. **Damage to Premises.**

(a) If the Premises or any part thereof are damaged or destroyed by fire or other casualty, but are not made "substantially untenable", then Tenant shall promptly commence and diligently proceed to repair and restore the Premises to a condition at least equal to that which existed prior to the date of such fire or other casualty. Tenant shall not proceed to make such repairs without Landlord's prior approval and shall only engage contractors approved by Landlord. Base Rent shall abate in proportion to the extent of the damage or destruction from the date of such fire or other casualty until the earlier to occur of (i) the completion of the repair or restoration, or (ii) such time as Tenant is able to fully utilize the Premises. For the purpose of this Section, the term "substantially untenable" shall describe a situation in which fifty (50%) or more of the Premises is rendered untenable or a situation in which the Building is so damaged or destroyed that the Premises cannot be used by Tenant in substantially the same manner as before the fire or other casualty.

(b) If the Premises are made substantially untenable by fire or other casualty, then Landlord shall, no later than thirty (30) days following the casualty, notify Tenant in writing stating Landlord's good faith estimate of the time required to substantially complete the repair, rebuilding and restoration of the Premises (said notice is hereinafter referred to as the "Estimate

Notice"). If the time set forth in the Estimate Notice exceeds ninety (90) days from the date the Estimate Notice is given, Landlord or Tenant may elect, by written notice to the other, to terminate this Lease. If either party fails to exercise such right to terminate this Lease, or if the Estimate Notice indicates that the repair, rebuilding and restoration can be substantially completed within ninety (90) days, this Lease shall remain in full force and effect, Tenant shall proceed with due diligence to repair, rebuild and restore the Premises, and all Base Rent will abate from the date of such fire or other casualty until the earlier to occur of (i) the completion of the repair or restoration or (ii) such time as Tenant is able to fully utilize the Premises. Tenant shall not proceed with any such repair, rebuilding or restoration without Landlord's prior approval and shall only engage contractors approved by Landlord.

(c) Proceeds available under the insurance policies to be maintained by Tenant as a result of any damage or destruction to the Premises shall be made available to Tenant to the extent necessary to repair and restore the Premises. All other insurance proceeds, which shall include all proceeds payable thereunder if this Lease is terminated, shall be paid to Landlord. Landlord shall have the right to negotiate and settle all claims with the insurance companies arising as a result of any damage or destruction to the Premises, and Tenant shall not accept any settlements from the insurance companies without Landlord's prior consent.

10. Condemnation.

(a) In the event of a taking of the whole of the Premises as the result of the exercise of any power of eminent domain or condemnation or any voluntary transfer by agreement entered into in order to avoid the requirements of court procedure under threat of such a taking, this Lease shall terminate automatically as of the date when Tenant is required to surrender possession of the Premises. Prior to Tenant's surrender of possession, Tenant shall continue to pay Base Rent and other charges due under this Lease to the person, corporation or government unit having title to the property at the time when such payments are due, or to Landlord, according to the terms of the taking.

(b) In the event of a taking of less than the whole of the Premises as a result of the exercise of any power of eminent domain or condemnation, or any voluntary transfer by agreement entered into in order to avoid the requirements of court procedure under threat of such taking, the Base Rent under this Lease shall be reduced in proportion to the value of the property taken for the period subsequent to the date of such taking or transfer, or if as a result of the taking the part of the Premises remaining is insufficient in Landlord's reasonable judgment to enable Tenant to reasonably conduct its business thereon, Tenant shall have the option to terminate this Lease as of the date of such taking or transfer by written notice to Landlord.

11. Use of Premises; Compliance with Laws. Tenant shall continually use the entire Premises for general/medical office purposes and for no other use or purpose without the prior written consent of Landlord. Tenant shall not commit or suffer any waste on the Premises nor use the Premises for any unlawful purpose. Tenant shall at its sole expense comply with all laws, regulations, ordinances, policies and orders of any federal, state or local governmental body relating to the Premises, or the ownership, use, occupation or operation of the Premises, including but not limited to (i) those relating to the correction, prevention and abatement of nuisances in, upon or about the Premises and (ii) "Environmental Laws" (as defined below).

12. Assignment and Subletting. Except as specifically provided in this Section, Tenant shall not assign, pledge, mortgage or otherwise encumber this Lease, nor sublet the Premises or any part thereof without the prior written consent of Landlord. In the event Tenant should assign this Lease or sublet the Premises, the assignee or sublessee shall become subject to and perform all the terms, covenants and conditions of this Lease to be kept and performed by Tenant. Any purported assignment or subletting without Landlord's prior written consent (except as specifically provided in this Section) shall be void. No assignment of this Lease or subletting of the Premises shall release Tenant from liability under this Lease, and Tenant shall at all times remain liable to Landlord for payment of the Base Rent and for performance of all the terms, covenants and conditions of this Lease. The foregoing notwithstanding, Landlord hereby consents to the Sublease between Tenant and _____ (the "Murray Sublease") provided the Murray Sublease is substantially in the form attached hereto as **EXHIBIT B**

13. Remedies on Default.

(a) If any installment of Base Rent, or any advancement made by Landlord under Section 4, shall remain unpaid for ten (10) days after the same becomes due; or if Tenant shall fail to keep and perform any of the terms, covenants or conditions of this Lease to be kept and performed by it and such default continues for twenty (20) days after Landlord gives Tenant written notice of default; or if Tenant's interest in the Premises shall be sold under execution, attachment or other legal process; or if proceedings in bankruptcy shall be instituted by Tenant; or if proceedings in bankruptcy shall be instituted against Tenant and such proceedings shall not have been dismissed within sixty (60) days of the filing thereof; or Tenant shall make an assignment for the benefit of creditors; or if Tenant shall be subjected to a receivership; then Landlord, in any such event and without notice, shall have the right to: (i) declare the Lease terminated and to reenter and take possession of the Premises and remove all persons therefrom, whereupon Tenant shall have no further claim thereon or hereunder; (ii) without declaring this Lease terminated, to reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and to remove all persons therefrom and to collect any Rent which has become payable, or which may thereafter become payable; (iii) even though Landlord may have reentered the Premises pursuant to the foregoing subparagraph (ii), to thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises; (iv) in the event of any re-entry or taking possession of the Premises by Landlord, to remove therefrom all or any part of the personal property located therein and to place the same in storage at a public warehouse at the expense and risk of the Tenant.

(b) Should Landlord have reentered the Premises under the provisions of subparagraph (a)(ii) above, Landlord shall not be deemed to have terminated this Lease, the liability of Tenant to pay any Rent thereafter accruing, or Tenant's liability for damages under any provisions of the Lease, by any such reentry or by any action to obtain possession of the Premises, unless Landlord has notified Tenant in writing that it has so elected to terminate this Lease.

(c) In any case of Landlord's reentry or repossession of the Premises, whether or not the same is the result of the institution of summary or other proceedings, Tenant shall remain liable (in addition to accrued liabilities) for the difference between (i) the sum of all Rent which would have been payable through the date this Lease would have expired had such reentry or repossession not occurred, together with any and all expenses to which Landlord may be put in retaking possession, removing any personal property left on the Premises, repairing any damage to the Premises for which Lessee is responsible or otherwise curing any default of Tenant, readying the Premises for another tenant or tenants (including the cost of any alterations) and reletting the Premises (including but not limited to brokerage commissions); and (ii) the rental received by the Landlord as a consequence of any reletting.

(d) In the event of termination of the Lease, Landlord shall be entitled to recover from Tenant (i) all costs and expenses of reentry and repossession, repair and reletting described in paragraph (c) above and (ii) as liquidated damages (and not as a penalty), a sum equal to the present worth of the excess, if any, of the Rent reserved in this Lease for the remainder of the Term over the aggregate of the then reasonable rental value of the Premises for the remainder of the Term, discounted at a rate equal to the U.S. Treasury Bill rate for the bill or bond equivalent to the balance of the Term at the time of default.

(e) Landlord's rights and remedies hereunder shall be cumulative and not exclusive of any other rights or remedies at law or in equity.

14. Quiet Enjoyment. Landlord covenants and agrees with Tenant that Tenant, having paid the Rent and observed and kept the terms, covenants and conditions of this Lease on its part to be paid, observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Premises without any let, hindrance, ejection or molestation by Landlord or any person or persons lawfully claiming under it.

15. Personal Property on Premises; Risk of Damage. Tenant agrees that all personal property of every kind or description, including inventory and trade fixtures, which may at any time be in the Premises shall be at Tenant's sole risk, or at the risk of those claiming by, through or under Tenant, and Landlord shall not be liable for, and shall be held harmless by Tenant against, all claims, losses, liability, and expenses for any damage to said property or for any loss suffered by the business or property of Tenant arising from bursting, overflowing or leaking of water or sewer pipes or condensate lines from the heating or plumbing fixtures or equipment, or from the electric wiring or from gas, fumes or odors or caused in any manner.

16. Condition of Premises Initially and Upon Surrender. Tenant acknowledges that the Premises are being leased on an "as is" basis, that Landlord is not required to make any alterations or improvements to the Premises and that Tenant is relying solely upon its own

investigations with regard to the condition of the Premises. Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises to Landlord in at least a condition equivalent to the condition of the Premises at the commencement of the Term, as improved during the Term, ordinary wear and tear excepted, and in good working condition without notice from Landlord, all such notice being waived. Notwithstanding the foregoing, if Tenant shall hold over, such holdover shall be deemed to constitute only a month-to-month holdover tenancy upon all of the same terms as existed immediately prior to the termination or expiration, except that monthly Base Rent shall be an amount equal to one and one-half times the monthly Base Rent due the month preceding the termination or expiration.

17. **Notices.** All notices and other communications required to be given or which may be given in connection with this Agreement shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid, (b) national prepaid overnight delivery service, or (c) personal delivery with receipt acknowledged in writing, directed to the applicable party at its address specified in the first paragraph of this Agreement. Any notice so sent by certified or registered mail shall be deemed given on the date of receipt or refusal as indicated on the return receipt. All other notices shall be deemed given when actually received or refused by the party to whom the same is directed. A notice may be given either by a party or by such party's attorney. Either party may change its address for notices by giving written notice to the other party in accordance with this Section.

18. **Amendment.** This Lease may not be modified except by instrument in writing signed by Landlord and Tenant.

19. **Memorandum.** The parties shall not record this Lease but upon request of either party, they will execute and cause to be recorded a Memorandum of this Lease.

20. **Complete Understanding; Governing Law.** This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. This Lease shall be governed by the laws of the State of Ohio, without regard to any conflicts of law provisions.

21. **Severability.** No determination by any court, governmental body or otherwise that any provision of this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

(SIGNATURES ON FOLLOWING PAGE)

LANDLORD:

CITY OF CANAL WINCHESTER, OHIO,
an Ohio municipal corporation

By: _____

Printed Name: _____

Title: _____

THE STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____ 2022, by _____, the _____ of the City of Canal Winchester, Ohio, an Ohio municipal corporation, on behalf of said community improvement corporation. No oath or affirmation was administered to the signer with regard to the notarial act.

(SEAL) _____
Notary Public
My Commission Expires:

TENANT:

CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION,
an Ohio community improvement corporation

By: _____

Printed Name: Lucas Haire

Title: Executive Vice President

THE STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

This instrument was acknowledged before me, the undersigned authority, this ____ day of _____ 2022, by Lucas Haire, the Executive Vice President of CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION, an Ohio community improvement corporation, on behalf of said community improvement corporation. No oath or affirmation was administered to the signer with regard to the notarial act.

(SEAL) _____
Notary Public
My Commission Expires:

EXHIBIT A
PROPERTY

EXHIBIT B
FORM OF MURRAY SUBLEASE
(TO BE ATTACHED)

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CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION

RESOLUTION 2022- 02

The Board of Directors of the Canal Winchester Industry and Commerce Corporation met in regular session at the Canal Winchester City Hall, 45 E. Waterloo Street, Canal Winchester, Ohio, on August 31, 2022, with the following members present: _____.

RESOLUTION APPROVING LEASE OF 20 SOUTH HIGH STREET BETWEEN CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION AND DR. WILLIAM D. MURRAY, O.D.

_____ made a Motion to adopt the following Resolution:

WHEREAS, Canal Winchester Industry and Commerce Corporation (the "Corporation"), desires to lease said premises to Dr. William D. Murray, O.D., for purposes of the operation of an optometry practice and related office uses; and

WHEREAS, the operations of the businesses on the leased premises will promote economic development in the City of Canal Winchester and the State of Ohio; and

WHEREAS, leasing the premises to Dr. William D. Murray, O.D. will create and preserve jobs, promote economic development, and provide public services and public improvements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Canal Winchester Industry and Commerce Corporation as follows:

SECTION 1. That this Board hereby approves the Lease Agreement attached hereto, incorporated herein and designated Exhibit A and hereby authorizes and directs the Executive Vice President to execute the Lease Agreement on behalf of the Corporation.

SECTION 2. The Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board which resulted in formal action were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect upon passage.

_____ seconded the Motion to adopt the Resolution.

On the roll call being called, the vote resulted as follows:

Ayes:

Nays:

Resolution 2022-02 adopted this 31st day of August, 2022.

ATTEST:

“EXHIBIT A”

SUBLEASE

Canal Winchester Industry and Commerce Corporation, an Ohio community improvement corporation, with a mailing address of 45 East Waterloo Street, Canal Winchester, Ohio 43110 ("Sublandlord") and _____, whose address is _____ ("Subtenant") agree as follows as of _____, 2022:

Premises. Pursuant to the Sublease between the City of Canal Winchester, Ohio, (the “Prime Landlord”) and Sublandlord dated _____, 2022 (the “Primary Sublease”), Sublandlord leases the real property located at located at 20 South High Street, Canal Winchester, Ohio (the "Property"). Sublandlord hereby subleases to Subtenant and Subtenant subleases from Sublandlord approximately 1600 square feet of space (the “Premises”) consisting of the first floor of the building (the “Building”) located on the Property. Further, Subtenant and its employees, patients and invitees will be entitled to reasonably use the parking lot on the Property.

Term. The term of this Sublease is one (1) year, commencing _____ and ending _____ (the “Term”).

Rent. The rent for the Premises is \$27,600.00 per year, payable in equal monthly installments of \$2,300.00 (the “Rent”). Rent is payable on _____ and on the first day of each and every month thereafter. Rent is to be paid at Sublandlord's address specified in the introductory paragraph of this Sublease. Rent for any partial month will be prorated. Rent is inclusive of all utility charges for the Premises, as well as the cost of insurance of the building, real estate taxes and all common area expenses, all of which shall be paid by the Sublandlord.

Real Estate Taxes. Sublandlord will pay all real estate taxes and assessments on the Property as and when billed.

Utilities. Subtenant will contract and pay for all charges accruing during the term of this Sublease for gas, electricity, water, telephone and sanitary sewer service and all other utilities. Sublandlord shall not be liable for any interruption or failure whatsoever in utility services and Subtenant shall comply with all provisions of this Sublease notwithstanding any such failure or interruption.

Repairs and Maintenance.

- 1.1 Sublandlord agrees to (a) maintain in good condition, and repair as necessary the foundations, structural elements, exterior walls and the roof of the Building, and make all necessary replacements to the foregoing items, and (b) make all necessary replacements and repairs to the plumbing, electrical, mechanical, heating, ventilating and air conditioning, sprinkler and other equipment and systems serving the Premises, and the windows, doors and glass within the Premises (collectively, the "Systems and Openings"). Sublandlord and Subtenant intend that Sublandlord shall be responsible for all repairs and replacements to the

Systems and Openings. Sublandlord shall be permitted to make any modifications to the exterior of the Building during the term of the Sublease provided that Sublandlord shall take reasonable care so as to material impact Subtenant's use of the Premises.

- 1.2 Subtenant shall maintain the interior of the Premises in good condition and repair. Subtenant agrees to pay for any repairs to the Premises or the Building made necessary by an act or omission of Subtenant or any of its agents or employees or persons permitted in the Building by Subtenant. Subtenant will maintain the Premises in a safe, clean, neat, and sanitary condition. Subtenant shall keep the Premises clean and free of rubbish and trash at all times and shall store all trash and garbage in leak-proof containers and arrange for the regular pickup of such trash and garbage at Subtenant's expense.
- 1.3 Sublandlord will keep all sidewalks, walkways, stairways, driveways, and the parking lot on the Property reasonably clean and free of accumulations of ice and snow, the costs of which shall be charged to Subtenant on a pro-rata basis based on the portion of the square footage of the Building occupied by Subtenant.

Permitted Use. Subtenant will use the Premises for the purpose of an optometry office and related uses and for no other use. Subtenant will not commit waste on the premises or use the Premises for any unlawful purpose. Subtenant will comply with all laws affecting the Premises or Subtenant's specific use of the Premises.

Insurance.

- 1.4 Sublandlord will at all times maintain a special form property insurance policy on the Building insuring the Building up to its full replacement cost. Subtenant will at all times maintain a policy of commercial general liability insurance with a combined single limit of at least \$1,000,000. Sublandlord will be named an additional insured on such policy. Subtenant will provide Sublandlord with a certificate of such insurance prior to commencement of the Term and thereafter upon any subsequent renewal or replacement of any of Subtenant's policies.
- 1.5 In the event of loss, to the extent insurance coverage is provided, Sublandlord and Subtenant shall look solely to, and seek recovery only from, their respective insurance carriers. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such insurance policies. The parties each waive all rights and claims against each other to the extent of such covered losses, and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed such that said waiver of subrogation shall in no way affect the validity of such insurance policies or the right of the insured to recover thereunder.

Subtenant's Personal Property. Subtenant acknowledges that it will keep all of its furniture, furnishings, equipment, inventory and other personal property on the Premises at its sole risk. Subtenant will at all time maintain an "all risk" policy of insurance covering up to the

full replacement value of furniture, furnishings, equipment, inventory and other personal property.

Indemnification. Subtenant shall indemnify, defend and hold the Sublandlord harmless from any and all loss or damage which Sublandlord may sustain by reason of claims brought against it alleging bodily injury or death to any person or damage to property caused by Subtenant's negligence, including the negligence of anyone in Subtenant's employ or control. However, nothing contained herein shall require the Subtenant to defend or indemnify the Sublandlord for losses or damages related to claims of bodily injury or death to any person or damage to property caused by the acts or negligence of the Sublandlord, including the negligence of anyone in Sublandlord's employ or control.

Casualty Loss. In the event of a fire or other casualty, Sublandlord or Subtenant may elect, by written notice to the other, to terminate this Sublease within thirty (30) days after the occurrence of the casualty. If either party fails to exercise such right to terminate this Sublease, this Sublease shall remain in full force and effect, Sublandlord shall proceed with due diligence to repair, rebuild and restore the Premises, and all rent will abate from the date of such fire or other casualty until the earlier to occur of (i) the completion of the repair or restoration or (ii) such time as Subtenant is able to fully utilize the Premises.

Condemnation.

- 1.6 In the event of a taking of the whole of the Premises as the result of the exercise of any power of eminent domain or condemnation or any voluntary transfer by agreement entered into in order to avoid the requirements of court procedure under threat of such a taking, this Sublease shall terminate automatically as of the date when Subtenant is required to surrender possession of the Premises.
- 1.7 In the event of a taking of less than the whole of the Premises as a result of the exercise of any power of eminent domain or condemnation, or any voluntary transfer by agreement entered into in order to avoid the requirements of court procedure under threat of such taking, the rent under this Sublease shall be reduced in proportion to the value of the property taken for the period subsequent to the effective date of such taking or transfer, or if as a result of the taking the part of the Premises remaining is insufficient in Subtenant's reasonable judgment to enable Subtenant to reasonably conduct its business thereon, Subtenant shall have the option to terminate this Sublease as of the effective date of such taking or transfer by written notice to Sublandlord.
- 1.8 In the event of any occurrence falling within the scope of this Section, the entire amount of any award or awards, including, but not limited to, any award for consequential damages, shall belong solely to Sublandlord, and Subtenant hereby assigns to Sublandlord all of Subtenant's right to any portion thereof, except any award made solely to compensate Subtenant for Subtenant's costs of moving to a different location and not based on the value of the unexpired term of this Sublease or the diminution of the value of the Premises or the buildings and improvements remaining.

Default; Sublandlord Remedies. Subtenant shall be in default of this Sublease if any installment of rent or other charges under this Sublease is not paid by the date such payment is due and the applicable amount remains unpaid for ten (10) days after written notice from Sublandlord; or if Subtenant shall fail to keep and perform any of the other terms, covenants or conditions of this Sublease to be kept and performed by it, and such failure continues for thirty (30) days after written notice from Sublandlord (except that if the default is of such a nature that it cannot be cured within thirty (30) days, Subtenant will not be deemed to be in default if it commences cure within such 30-day period and thereafter diligently prosecutes completion of such cure), or if Subtenant's interest in the Premises shall be sold under execution, attachment or other legal process; or if proceedings in bankruptcy shall be instituted by or against Subtenant, or Subtenant shall make an assignment for the benefit of creditors, or if Subtenant shall be subjected to a receivership. If Subtenant is in default of this Sublease, Sublandlord may, at its option, terminate this Sublease and/or otherwise pursue all available remedies permitted by law. Sublandlord's commencement of an eviction action will not be deemed to be an election by Sublandlord to terminate this Sublease, and this Sublease will continue in effect until it is terminated in writing by Sublandlord. No surrender will be implied from the acts of Sublandlord or Subtenant; any agreement of surrender will only be effective if embodied in a written agreement signed by both Sublandlord and Subtenant.

Alterations. Subtenant may not make any alterations, additions or improvements to the Premises without Sublandlord's prior consent, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no alterations, additions or improvements which are structural in nature, would affect the exterior appearance of the Building or which would affect the Systems and Openings may be made without Sublandlord's prior written consent in its sole discretion after review of Subtenant's plans for the same. All such alterations, additions and improvements will be at Subtenant's sole expense, will be performed in a good and workmanlike manner in compliance with law, and Subtenant will obtain all necessary licenses and permits for the same.

Assignment and Subletting. Subtenant may not assign this Sublease or sublet the Premises without Sublandlord's prior written consent. Any attempted assignment or subletting made without Sublandlord's prior written consent (if such consent is required by this Section) will be void. No permitted assignment or subletting will relieve Subtenant from liability under this Sublease.

Inspection and Entry by Sublandlord. Upon prior notice to Subtenant (except in emergency circumstances where such notice is impractical), Sublandlord, or its agents or contractors, shall have the right to enter upon the Premises at any reasonable time (upon at least 24 hours oral notice, except in emergency circumstances where advance notice is impractical or not possible) for the purpose of inspection or to make such repairs or maintenance as Sublandlord may consider necessary or desirable (but Sublandlord assumes no responsibility to make any such repairs or maintenance) and to show the Premises to prospective purchasers, lenders and Subtenants.

Surrender. Upon the expiration or termination of this Sublease, Subtenant shall quit and surrender the Premises to Sublandlord in the same condition as existed upon

commencement of the Term, damage by fire or other casualty and ordinary wear and tear, broom clean, and without notice from Sublandlord, all such notice being waived. Notwithstanding the foregoing, if Subtenant shall hold over, such holdover shall be deemed to constitute only a month-to-month holdover tenancy upon all of the same terms as existed immediately prior to the termination or expiration.

Quiet Enjoyment. Sublandlord covenants and agrees with Subtenant that Subtenant, having paid the Rent and observed and kept the terms, covenants and conditions of this Sublease on its part to be paid, observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Premises without any let, hindrance, ejection or molestation by Sublandlord or any person or persons lawfully claiming under it.

Notices. All notices and other communications required to be given or which may be given in connection with this Sublease shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid, (b) national prepaid overnight delivery service, charges prepaid, or (c) personal delivery with receipt acknowledged in writing, directed to the applicable party at its address set forth in the introductory paragraph of this Sublease. Any notice so sent by certified or registered mail shall be deemed given on the date of receipt or refusal as indicated on the return receipt. All other notices shall be deemed given when actually received or refused by the party to whom the same is directed. A notice may be given either by a party or by such party's attorney. Either party may change its address for notices by giving written notice to the other party in accordance with this Section.

Governing Law. This Sublease shall be governed by and construed in accordance with Ohio law.

No Broker. Sublandlord and Subtenant each warrant to the other that they have dealt with no broker who would be entitled to a commission by reason of the execution of this Sublease. Sublandlord and Subtenant will indemnify, defend and hold harmless each other from and against any and all claims for commissions or fees by brokers claiming through them.

Memorandum of Sublease. This Sublease will not be recorded. However, at the request of either party, the parties will prepare a memorandum of this Sublease for recording giving notice of the parties to the Sublease, the Term, and other pertinent information but without disclosing any of the economic terms of the Sublease.

Entire Agreement. This Sublease constitutes the entire agreement of the parties, and supersedes all prior oral or written understanding regarding its subject matter.

Amendment. This Sublease may not be modified except by instrument in writing signed by Sublandlord and Subtenant.

Incorporation of Primary Lease by Reference. The terms, covenants, and conditions of the Primary Lease are incorporated herein by reference. Subtenant will not permit anything to be done in the Premises which would cause Sublandlord to be in default under its obligations to Sublandlord under the Primary Lease. Subtenant acknowledges that if the Primary Lease terminates for any reason, this Sublease shall automatically terminate

immediately upon the termination of the Primary Lease. If any of the express provisions of this Sublease shall conflict with any of the provisions of the Primary Lease, the provisions of the Primary Lease shall govern.

[Signature Pages Follow]

SUBTENANT:

By: _____

Print Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2022
by _____, _____ of _____, a(n) _____
_____, on behalf of the _____. No oath or affirmation was administered to
the signer with regard to the notarial act.

Notary Public

My Commission Expires: _____