

EXHIBIT A

NNN WAREHOUSE LEASE AGREEMENT

Trevi Enterprises, LLC; Landlord

**ADB Safegate Americas LLC,
a Delaware limited liability company; Tenant**

52,500 total s.f (1,370 customized office)

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of this ___ day of November, 2019, by and between Trevi Enterprises, LLC, an Ohio limited liability company with its principal place of business at 8400 Industrial Parkway, Plain City, Ohio 43064 as "**Landlord**", and ADB Safegate Americas LLC, a Delaware limited liability company, having its principal place of business at 977 Gahanna Parkway, Gahanna, Ohio 43230, "**Tenant**".

WITNESSETH:

1. DEMISED PREMISES

Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, approximately 52,500 square feet of floor area as depicted on Exhibit A within the warehouse building known as 870-950 Claycraft Road, Gahanna, OH 43230 as depicted on Exhibit B (the "**Building**") located on a parcel of land owned by Landlord which is described on Exhibit C (the "**Land**") together with the license, right, privilege and easement in common with others entitled thereto for the use of the "Common Areas" in the Building and on the Land as that term is defined in Article 5. The leased square footage of floor space within the Building, together with the right to the use of the Common Areas in the Building and on the Land shall be known in this Lease as the "Demised Premises," and the Land, together with the Building (including the Demised Premises) and all rights appurtenant, shall be known as the "Property."

2. TERM

The initial term of this Lease shall commence on the later of (i) March 1, 2020 (the "**Commencement Date**") or (ii) the day the Landlord's work for the Demised Premises set forth in Exhibit D has been completed and the Occupancy Permit is issued and shall terminate four (4) years following the last day of the month in which the Commencement Date falls.

3. RENT

Yr	Square Feet	PSF	Fixed Rental	Monthly Installments
1	52500	\$3.33	\$174,825	\$14,568.75
2	52500	\$5.00	\$262,500	\$21,875.00
3	52500	\$5.10	\$267,750	\$22,312.50
4	52500	\$5.20	\$273,105	\$22,758.75

(a) All payments of Fixed Rental shall be due in advance on or before the first day of each and every calendar month during the term of this Lease at 8400 Industrial Parkway, Plain City, Ohio 43064, or such other place as Landlord may from time to time designate, without prior demand thereof and without any set off or deduction. In the event that the Commencement Date shall occur on a day other than the first day of a calendar month, the Fixed Rental payment for the first partial calendar month shall be prorated based upon the number of days from the Commencement Date to the end of such month and shall be due and payable on the Commencement Date.

(b) Tenant shall pay any and all sums of money or charges required to be paid by Tenant as additional rent under this Lease promptly when the same are due, without any deduction or set off.

(c) In the event that Tenant shall fail to pay Fixed Rental payments on the date when due, or shall fail to pay any other rental payment or charge due from Tenant to Landlord hereunder on the date when due, and if such failure shall continue for a period of ten (10) days after written notice of such failure from Landlord to Tenant, Tenant shall be deemed to be in default hereunder and in addition to such payment Tenant shall pay a late payment charge equal to five percent (5%) of the amount of such payment.

4. CONSTRUCTION OF IMPROVEMENTS

(a) Landlord shall, at its sole cost and expense, construct the improvements to the Demised Premises in accordance with plans and specifications prepared or to be prepared by Landlord and approved by the Tenant, incorporating in such plans and specifications all items of work captioned "Landlord's Work" described in Exhibit D attached hereto and made a part hereof.

(b) Landlord and Tenant acknowledge that Landlord shall commence Landlord's Work as soon as practicable after approval of the Plans by Tenant. Landlord shall attempt to complete Landlord's Work by the Commencement Date. This projected completion date shall be extended for all delays in construction resulting from any acts of God, strikes, lockouts, labor disputes, restriction governmental laws or regulations, or other reasons beyond the control of Landlord, and Landlord shall not be liable to Tenant in damages for any such delays in commencing or completing Landlord's Work. Provided, however, notwithstanding the above, in the event that the Landlord's Work has not been completed on or before March 1, 2020, Tenant's rent shall be abated until such time as the Landlord's Work has been completed and a certificate of occupancy has been issued for the Demised Premises.

(c) Landlord shall tender possession of the Demised Premises to Tenant at such time as the Landlord's construction personnel certify to Landlord that Landlord's Work has been substantially completed in accordance with the Plans and a certificate of occupancy for the Demised Premises has been issued. Tender of possession of the Demised Premises by Landlord shall be made by written notice given by Landlord as set forth herein. Any items of construction to be performed by Landlord which are uncompleted at the time possession of the Demised Premises is tendered to Tenant shall be set forth on a punch list (the "Punchlist") prepared by Landlord and agreed to by Tenant. Any dispute as to whether an item has been completed and should be on the Punchlist shall be determined by Landlord's architect. The items on the Punchlist shall be completed by Landlord to the reasonable satisfaction of Tenant as expeditiously as practicable without unreasonable interference to Tenant and Tenant's use of the Demised Premises.

(d) Landlord shall, at least thirty (30) days prior to the time Demised Premises are tendered to Tenant, make the Demised Premises available to Tenant for the installation of its fixtures and equipment, at Tenant's sole risk, so long as such installation does not interfere with the construction of Landlord's Work.

(e) By entry into the Demised Premises after tender of possession as set forth in Article 4(c) hereof, Tenant acknowledges that the Demised Premises, subject to Punchlist items being completed, is in a good, clean, safe and orderly condition and repair, and that the

same have been constructed in accordance with the Plans, and that Landlord has no further obligation to make any addition, alterations or improvements to the Demised Premises, except those items listed on the Punchlist. Any occupancy of the Demised Premises by Tenant including for fixtures shall subject Tenant to the terms and conditions of this Lease other than the payment of Fixed Rental, even if the term of this Lease has not yet commenced.

5. COMMON AREAS

(a) Landlord agrees that Tenant, and Tenant's clients, employees, agents, visitors and invitees, shall have the right throughout the term of this Lease to use, in common with others entitled to similar use thereof, all of the areas of the Building and/or Land that may from time to time be constructed and designated as Common Areas by Landlord, including but not limited to parking areas, sidewalks and driveways for ingress and egress to the Property. Landlord agrees that Tenant, on behalf of itself, its clients, employees, agents, visitors and invitees is entitled to use of no less than twenty-five (25) non-exclusive parking spaces within the Common Areas of the Building, the Demised Premises, or the Property. The parties agree that the 22 trailer parking spaces located on the Property (as denoted in Exhibit G on the attached site plan) are not included in the Common Area as contemplated above. Landlord agrees that 4 of such trailer parking spaces shall be for the exclusive use of Tenant, but Landlord reserves the right, in its discretion, to assign the remaining trailer parking spaces to any other tenants of the Building, whereupon the tenant to whom the trailer space(s) are assigned shall have exclusive use of those spaces.

(b) The Common Areas shall at all times be subject to the exclusive management and control of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such Common Areas (the "Rules and Regulations"), and the use of such Common Areas by Tenant shall be subject to such Rules and Regulations. The current Rules and Regulations are attached hereto as Exhibit E.

(c) Landlord may do and perform such acts in and to said Common Areas as, in Landlord's reasonable business judgment, Landlord shall determine to be advisable. Landlord hereby reserves the right to make alterations, additions, deletions or changes,

including but not limited to changes in size and configuration of said Common Areas, provided that such changes in configuration or size do not reduce the number of parking spaces to which Tenant is entitled and do not unreasonably interfere with Tenant's use of the Demised Premises.

(d) Landlord shall arrange and adequately maintain the Common Areas in a good usable condition throughout the term of this Lease.

6. NET LEASE

Landlord, at Landlord's expense, shall maintain the building structure, roof, sprinkler system and replacement of existing mechanical systems, including HVAC, for the Demised Premises. Subject to the foregoing, all costs, expenses or obligations of every kind and nature whatsoever relating to Tenant's use of the Demised Premises shall, subject to the provisions of Article 12 hereof, be paid by Tenant.

7. USE OF DEMISED PREMISES

(a) Tenant shall use the Demised Premises for distribution, manufacturing, assembling, storage and general warehousing of products classified under Section 311 of the Ohio Basic Building Code, effective March 1, 1998, as being in either the S-1 Moderate Hazard Storage Uses or the S-2 Low Hazard Storage Uses (see Exhibit E), or any combination of the two, and office uses incidental thereto, and for no other purpose without the prior written consent of the Landlord.

(b) Tenant shall, at its sole expense, comply with all laws, ordinances, orders and regulations of federal, state, county and municipal authorities and with any direction of any public officer or officers, pursuant to law, and with any restrictions of record, which shall impose any liability, order or duty upon Landlord or Tenant with respect to Tenant's use or occupancy of the Demised Premises including compliance with the Americans with Disabilities Act of 1990. Provided, however, that Landlord shall be responsible at its expense for any expenses or costs associated with the general operating of the Building or Land.

(c) Tenant shall comply with the Rules and Regulations.

8. INSURANCE AND INDEMNIFICATION

(a) Tenant at its sole cost and expense shall keep the Demised Premises insured against all statutory and common law liabilities for damage to property or injuries, including loss of life, sustained by any person or persons within or arising out of the Demised Premises, whether caused by Tenant's or Landlord's negligence or otherwise, in a commercial general liability policy or policies written on an occurrence basis by a responsible insurance company or companies with coverage per each occurrence of at least of One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000.00) aggregate, with a deductible not to exceed Twenty Thousand Dollars (\$20,000.00). Additionally, Tenant shall maintain excess/umbrella coverage with limits of not less than Five Million Dollars (\$5,000,000.00) combined single limit. Such insurance shall be carried on commercial general liability coverage form (or then current equivalent form) with a financially responsible insurance company or companies licensed to do business in the State of Ohio. All such policies shall bear endorsements naming Landlord and Landlord's mortgagee as an additional insured and providing that Landlord and Landlord's mortgagee shall be notified not less than thirty (30) days in advance of any modification or cancellation thereof and showing the coverage as primary over any and all other applicable coverages. Copies of such policies, so endorsed, or certificates under ACORD Form 25 or its equivalent evidencing the existence thereof and confirming the coverage required hereunder in form satisfactory to Landlord, shall be promptly delivered to Landlord prior to the date Tenant enters the Demised Premises to commence fixturing and thereafter at least fifteen (15) days prior to the expiration of any existing policy.

(b) Tenant agrees to maintain in full force throughout the term of this Lease, policies of fire and extended coverage insurance, on all fixtures, equipment, merchandise and other property placed by Tenant in the Demised Premises. Such insurance shall be in amounts equal to the replacement value of such fixtures, equipment, merchandise and other property and a certificate under ACORD Form 27 thereof shall be delivered to Landlord at least fifteen (15) days prior to the time such insurance is required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of any such policies. Such insurance shall be written by a company or companies authorized to engage in the business

of fire and extended coverage insurance in the State of Ohio. Such policy shall bear an endorsement stating that the insurer agrees to notify Landlord not less than thirty (30) days in advance of modification or cancellation thereof.

(c) If the Tenant at any time should fail to secure or maintain the above insurance required in Articles 8(a) and 8(b), the Landlord shall be permitted to obtain such insurance in the Tenant's name or as the agent of the Tenant. Any amounts paid by the Landlord for such insurance shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the Default Rate, from the date of payment by Landlord until paid by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any other rights which the Landlord may have under the provisions of this lease or as provided by law.

(d) Landlord shall maintain (i) liability insurance for the Common Areas on the Property during the Lease Term, and (ii) fire extended coverage insurance and rent loss insurance on the Property in accordance with the requirements of Landlord's mortgage, [which insurance shall be in amounts determined by Landlord]. Such insurance shall be written by a company or companies authorized to engage in the business of casualty insurance in the State of Ohio. Tenant shall not, nor will Tenant permit clients, employees, invitees, licensees or visitors to do anything on or to the Demised Premises or so occupy the Demised Premises or bring anything upon the Demised Premises, or permit anything to be brought upon the Demised Premises or be kept therein which would cause an increase in the rate of such insurance. Landlord acknowledges that Tenant's use of the Demised Premises as set forth in Article 7 will not cause an increase in the rate of such insurance.

(e) Landlord and Tenant agree that all policies of insurance to be kept and maintained in force by the respective parties hereto, shall, unless prohibited by law or other regulation having the effect of law, contain provisions in which the rights of subrogation against the Landlord and Tenant are waived by the insurance company or carriers insuring the Demised Premises or property in question. Landlord expressly waives any right of recovery against Tenant for damage to or loss of the Property or improvements thereon, which loss or damage may arise by fire or any other peril covered by any policy of insurance required to be maintained pursuant to this Lease which contains or is required to contain

waiver of subrogation rights against Tenant pursuant to this Article, and shall make no claim for recovery against Tenant therefore. Tenant expressly waives any right of recovery against Landlord for damage to or loss of the Demised Premises, and fixtures, improvements and other property located therein, which damage or loss may arise by fire or any other peril covered by any policy of insurance required to be maintained pursuant to this Lease which contains or is required to contain a waiver of subrogation right against Landlord as set forth in this Article and shall make no claim for recovery against Landlord therefore.

(f) Tenant at its sole cost and expense shall defend, indemnify and hold Landlord (and all of its members, officers, agents and employees) harmless against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments (including reasonable attorneys' fees and costs) for claims arising out of events occurring on or about the Demised Premises, whether arising from Landlord's or Tenant's use thereof or otherwise, by reason of any act, action, neglect or omission on the part of Landlord or Tenant, or both. Landlord, at its sole cost and expense, shall defend, indemnify and hold Tenant and Tenant's affiliates (and all of their directors, officers, agents and employees) harmless against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments (including reasonable attorneys' fees and costs) for claims arising out of events occurring on or about said Common Areas of the Property, whether arising from Landlord's or Tenant's use thereof or otherwise, by reason of any act, action, neglect or omission on the part of Landlord or Tenant, or both.

9. UTILITIES

(a) Tenant agrees during the term hereof to pay all charges for electricity, water, sewer, gas (natural or propane), heat, telephone and other utility services used, consumed or wasted upon the Demised Premises. In the event that any such utility shall not be separately metered for the Demised Premises (including as a utility for the purposes hereof, but not limited to, any charges incurred by Landlord for Sprinkler System Monitoring Service), Tenant shall pay to Landlord its proportionate share of such common utility charge. Tenant's proportionate share of such common utility charge shall be equal to such common utility charge multiplied by a fraction, the numerator of which shall be the total number of

square feet of floor area in the Demised Premises and the denominator of which shall be the total number of square feet of leased floor area of the Building. "Floor area" shall have the same meaning set forth in Article 12 hereof. Tenant agrees to arrange and enter into separate contracts with the supplier of utilities where separate metering is available.

(b) Tenant agrees to and shall at all times conduct its operations from the Demised Premises in such a manner that the Demised Premises shall be heated to at least 40°F Fahrenheit. Tenant expressly grants to Landlord the right to turn off all water lines servicing the Demised Premises and the building if the temperature of the Demised Premises falls below 40°F Fahrenheit, regardless of whether such temperature condition is due to the act or neglect of Tenant, and does hereby release and hold Landlord harmless from any and all liability, loss, cost or expense resulting from Landlord's act of turning off water lines.

10. MAINTENANCE OBLIGATIONS

(a) Landlord shall keep and maintain (i) the foundation, exterior walls and roof of the Building, exclusive of doors, door frames, door checks, windows and window frames, (ii) the Common Areas of the Property, in good repair, and (iii) the sprinkler system and existing mechanical systems, including HVAC for the Demised Premises. Tenant shall be responsible for up to \$500 per year for repairs to the mechanical systems, including HVAC repairs.

(b) Except as provided in Article 10(a) hereof, Tenant shall keep and maintain in good order, condition and repair the Demised Premises and every part thereof and any and all appurtenances thereto wherever located, including but without limitation, the exterior and interior portion of all doors, door frames, door checks, windows, glass, the interior portion of walls, floors and ceilings, plumbing and sewage facilities, including free flow up to the main sewer line, fixtures, electrical systems, and heating, ventilating and air conditioning systems ("HVAC"). Tenant shall contract with a qualified HVAC contractor to perform semi-annual preventative maintenance inspections and shall replace HVAC system filters on a quarterly basis. Tenant shall keep and maintain the Demised Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Ohio and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and

expense of Tenant, and Tenant shall comply with all requirements of the law, ordinance or otherwise, affecting the Demised Premises. At the time of expiration of the tenancy created herein, Tenant shall surrender the Demised Premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted.

(c) In the event Tenant should neglect to maintain the Demised Premises, Landlord shall have the right (but not the obligation) to cause repairs or corrections to be made. Any amounts paid by the Landlord for such repairs or corrections shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the Default Rate as additional rent. Any such payments by Landlord shall not be deemed to be a waiver of any other rights which the Landlord may have under the provisions of this Lease or as provided by law.

11. REAL ESTATE TAXES AND ASSESSMENTS

Landlord shall pay all real estate taxes and assessments with respect to the Property, on or before the due date therefore.

In addition to the foregoing, Landlord and Tenant acknowledge that the Property is subject to certain tax incentives (the "City of Gahanna Tax Incentive Program"), and Landlord and all tenants of the Property are obligated to file certain returns pursuant to Section 5711.02 of the Ohio Revised Code and other information as required by the City of Gahanna Tax Incentive Review Council. Tenant agrees to reasonably cooperate with Landlord in connection with meeting Landlord's reporting requirements under the City of Gahanna Tax Incentive Program, including, but not limited to timely filing Tenant's City of Gahanna municipal net profit tax returns directly with the City of Gahanna as long as such filing does not conflict with applicable laws or any change in existing applicable laws.

12. LANDLORD'S OPERATING EXPENSE

(a) Tenant hereby agrees to pay to Landlord, as additional rent, an amount equal to Tenant's proportionate share ("Tenant's Operating Expense Allocation") of the cost and expense to Landlord ("Landlord's Operating Expense") of Landlord's operating and maintenance of the Property. Landlord, prior to the last day of each calendar year, prepare

an estimate of the Landlord's anticipated Operating Expenses for the next calendar year and shall notify Tenant in writing on or before January 1 of each calendar year of the Tenant's Operating Expense Allocation for that calendar year. The initial estimate for the Landlord's Operating Expense (that is, the Landlord's Operating Expense for calendar year 2020), together with Tenant's Operating Expense Allocation for that year, is set forth on Exhibit F.

(b) Tenant shall pay to Landlord monthly installments in advance on the first day of each calendar month during the term of this Lease an amount equal to one twelfth (1/12th) of Tenant's Operating Expense Allocation, as said amount is estimated from time to time by Landlord. Within forty five (45) days after the end of each calendar year of the term of this Lease, or any renewal term thereof, Landlord shall furnish to Tenant a statement of the actual amount of Tenant's proportionate share of Landlord's Operating Expense incurred by Landlord during the preceding calendar year. In the event that Tenant's proportionate share of Landlord's Operating Expense for such calendar year exceeds the payments made by Tenant to Landlord pursuant to this Article 12(b) during such calendar year, Tenant shall, within ten (10) days after Landlord has furnished such statement, pay to Landlord the amount of such excess. In the event the amount of such excess is not paid within ten (10) days after Landlord has furnished such statement, such excess shall bear interest at the Default Rate commencing with the tenth (10th) day after Landlord has furnished such statement until said excess is paid by Tenant. In the event that Tenant shall have paid to Landlord during such calendar year an amount for Landlord's Operating Expense which exceeds the amount due from Tenant to Landlord for such calendar year, the amount of such overpayment shall be credited against the next payment which shall become due from Tenant to Landlord for Landlord's Operating Expense, or at the end of the Lease term, refunded to Tenant.

(c) As used herein, the term "Landlord's Operating Expense" shall include all costs and expenses of any kind or nature incurred by Landlord in managing, operating, equipping, policing, protecting, lighting, insuring, repairing and maintaining the Property, including all common areas, in accordance with accepted principles of sound operation and management, including, but not limited to, all costs and expenses incurred pursuant to Article 5 (Common Area), Article 6 (Net Lease, but subject to Landlord's responsibility for the replacement of

existing mechanical systems), Article 8(d) (Insurance), Article 9 (Utilities), Article 10 (Maintenance Obligations), and Article 11 (Taxes) hereof, and the costs and expenses of security programs (including but not limited to security and life safety systems), costs incurred by Landlord arising from compliance with the Americans with Disabilities Act of 1990, illumination and maintenance of common signs, cleaning, lighting, snow removal, landscaping, premiums for liability and property insurance, personal property taxes, supplies, the cost of maintenance and replacement of equipment. Notwithstanding the foregoing, Operating Expenses shall not include (i) the initial cost of the Land or construction of the Building and other improvements; (ii) any capital improvements made to the Property, except for the amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made to the Property which are (a) performed primarily to reduce operating expense, costs or otherwise improve the efficiency of the Property, or (b) required to comply with any laws that are enacted, or first interpreted to apply to the Property after the date of this Lease; (iii) amounts paid by Landlord as a result of personal injury or property damage (other than insurance deductibles) to the extent not covered by insurance proceeds; (iv) general administrative overhead of Landlord not directly related to the management of the Building; (v) costs related to procuring tenants and negotiating leases or legal expenses incurred in disputes with tenants; (vi) financing expenses; (vii) costs paid directly by individual tenants (including Tenant); (viii) interest on or amortization of debt; (ix) legal fees and costs associated with any financing or refinancing of mortgage debt on the Property; (x) charges for so-called "reserves" for future replacements or improvements to the Property held in contemplation of future expenditures; (xi) any management fees; and (xii) any other charges which in accordance with generally accepted accounting principles are not customarily included within common area maintenance costs.

(d) Tenant's proportionate share of Landlord's Operating Expense shall be determined by multiplying Landlord's Operating Expense by a fraction, the numerator of which shall be the total number of rentable square feet of floor area in the Demised Premises and the denominator of which shall be the total number of rentable square feet of floor area in the Building.

(e) Tenant shall have the right, within thirty (30) days after Landlord has rendered its annual statement of Landlord's Operating Expense for any calendar year during the term of this Lease, or any extension thereof, to review the records of Landlord relating to such Landlord's Operating Expense at the office where such records are kept and during Landlord's regular business hours. Such right shall be exercised within such period and upon fourteen (14) days' prior written notice given by Tenant to Landlord.

13. ALTERATIONS AND INSTALLATIONS

(a) Tenant shall not make any structural or exterior alterations to the Demised Premises without Landlord's prior written consent, which consent can be withheld for any reason. Tenant shall not make any interior, non-structural alterations, installations, additions or improvements in or to the Demised Premises without Landlord's prior written consent in each and every instance, which consent will not be unreasonably withheld. Any of the foregoing work consented to by Landlord shall be done by competent contractors approved by Landlord in a good and workmanlike manner and at Tenant's sole expense, unless otherwise agreed to in writing by the parties. Tenant shall, for all alterations, at its sole cost and expense, obtain and provide Landlord with a copy of all required construction or alteration permits and with certificates of occupancy upon completion and shall otherwise comply with all applicable laws and regulations.

(b) All alterations, installation, additions, or improvements in or to the Demised Premises, whether installed by Landlord or Tenant, shall become Landlord's property and shall remain upon and be surrendered with said Demised Premises without disturbance or injury upon the termination of this Lease by lapse of time or otherwise, all without payment or credit to Tenant, unless otherwise agreed to in writing by Landlord and Tenant.

(c) All articles of personal property and trade fixtures owned or installed by Tenant at its expense on the Demised Premises shall remain the property of Tenant and may be removed by Tenant at any time, provided that Tenant shall promptly repair at its expense any and all damage to the Demised Premises caused by such removal.

14. DAMAGE OR DESTRUCTION

If the Demised Premises and/or Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed Fifty Percent (50%) of the replacement value of the Demised Premises and/or the Building (exclusive of the foundations) or Thirty Percent (30%) of the replacement value of the Building as the case may be just prior to the occurrence of the damage, then Landlord or Tenant may, at Landlord's or Tenant's option, no later than the sixtieth (60th) day following the damage, give notice to the other of its election to terminate this Lease. In the event of said elections, this Lease shall terminate on such date after the giving of such notice upon which Tenant surrenders possession of the Demised Premises. In such event the rent and other charges due hereunder shall be apportioned as of the date of such surrender, and any rent paid for any period beyond said date shall be repaid to Tenant. If the cost of restoration as estimated by Landlord shall amount to less than Fifty Percent (50%) of said replacement value of the Demised Premises and/or the Building or Thirty Percent (30%) of said replacement value of Building, Landlord shall restore the Building and the Demised Premises with reasonable promptness, subject to delays beyond Landlord's control, and Tenant shall have no right to terminate this Lease except as herein provided. Landlord need not restore fixtures and improvements owned by Tenant. In any such case in which use of the Demised Premises is affected by any damage to the Building, there shall be either an abatement or an equitable reduction in rent, depending on the period for which and the extent to which the Demised Premises are not reasonably usable for the purposes for which they are leased hereunder. The words "restoration" and "restore" as used in this Article shall include all repairs.

15. EMINENT DOMAIN

(a) In the event that the whole of the Building or the whole or part of the Demised Premises is taken under the power of eminent domain by any public authority, this Lease shall terminate and expire as of the date possession is taken by the public authority and Tenant shall pay rent up to the date of such taking with an appropriate refund by Landlord of such amounts thereof as shall have been paid in advance for a period subsequent to the

date of the taking. If less than the whole of the Building shall be so taken, then Landlord may, at its option and upon notice to Tenant delivered on or before the day of surrendering possession to the public authority, terminate this Lease effective the date possession shall be so taken by such public authority, and Tenant shall pay rent up to the date of such taking with an appropriate refund by Landlord of such amounts thereof as may have been paid in advance for a period subsequent to the date of the taking. In the event that Landlord does not so terminate this Lease, all of the terms herein provided shall continue in effect and Landlord shall make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining portion of the Building to a complete architectural unit.

(b) In the event the Demised Premises or the Building, or any part thereof, shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by competent authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including but not limited to all damages as compensation for diminution in value of the leasehold, reversion or fee, shall belong to Landlord without any deductions therefrom for any present or future estate of Tenant, and, subject to Tenant's right to make a separate claim against the condemning authority, Tenant hereby assigns to Landlord all of its right, title and interest to any such award. Although all damages in the event of any condemnation are to belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold, reversion or fee of the Demised Premises, Tenant shall, in the event this Lease is terminated by reason thereof, have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

16. SUBORDINATION TO MORTGAGES

Tenant agrees that this Lease shall be subject and subordinate to any mortgages that may hereafter be placed upon the Property and to any and all advances to be made

thereunder and to the interest thereon, and any and all renewals, replacements and extensions thereof, provided, that any such mortgage or a separate agreement furnished by such mortgagee to Tenant provides in substance, that if by foreclosure or otherwise such mortgagee or any successor in interest shall come into possession of the Demised Premises or become the owner of the same or take over the rights of Landlord in the same, it will not disturb the possession, use or enjoyment of the Demised Premises by Tenant, its successors or assigns, nor disaffirm this Lease or Tenant's rights or estate hereunder, so long as all of the obligations of Tenant are fully performed in accordance with the terms of this Lease. Tenant agrees that any mortgagee may elect to have this Lease a prior lien to its mortgage and in the event of such election and upon notification by any mortgagee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage whether this Lease is dated prior to or subsequent to the date of said mortgage. The provisions of this Article 16 shall be self operative without the necessity of any other written consent, approval or subordination by Tenant. However, at the request of Landlord, Tenant shall execute and deliver to Landlord whatever Instruments may be reasonably required for the foregoing purposes, within thirty (30) days after request by Landlord.

17. ASSIGNMENT AND SUBLETTING

(a) Consent Required. Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, (i) assign, hypothecate, mortgage, encumber or convey this Lease; or (ii) allow any transfer thereof or any lien upon Tenant's interest by operation of law. Tenant may sublet a portion of the Demised Premises to an affiliate of Tenant and may sublet all of the Demised Premises to an unaffiliated third party, provided that no assignment or sublease shall release Tenant from any liability hereunder.

(b) Delivery. No assignment consented to by Landlord under this Article 17 shall be valid or effective until there is delivered to Landlord a duplicate original of the written instrument of assignment in recordable form containing the name and address of the assignee and the assumption by the assignee of this Lease and of all obligations under this Lease to be performed by Tenant after the effective date of this assignment. No sublease

consented to by Landlord shall be valid or effective until a duplicate original thereof shall be delivered to Landlord.

18. ACCESS TO THE DEMISED PREMISES

(a) Landlord or Landlord's agents shall have the right to enter the Demised Premises upon reasonable Notice to Tenant and at all reasonable times to examine the same and to make such repairs as Tenant is obligated to make hereunder, but has failed to make after written notice from Landlord. Landlord shall be allowed to take all materials and equipment into the Demised Premises that may be required to carry out any of the foregoing. Landlord agrees, however, to use commercially reasonable efforts to prevent any unnecessary inconvenience to Tenant in exercising any of the foregoing rights.

(b) After prior notice to Tenant, Landlord may exhibit the Demised Premises to prospective purchasers, lenders and tenants at reasonable times.

(c) Landlord reserves unto itself the use of the roof, exterior walls and the area above and beneath the Demised Premises, together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires, and structural elements leading through the Demised Premises in locations which shall not materially interfere with Tenant's use thereof and serving other parts of the Building.

(d) Landlord may exercise all or any of the foregoing rights without being deemed guilty of an eviction or disturbance of Tenant's use and possession, without being liable in any manner to Tenant, and without elimination or abatement of rent, or payment of other compensation.

19. MECHANIC'S LIENS

If a mechanic's lien is filed against the Demised Premises for, or purporting to be for, labor or material alleged to have been furnished, or to be furnished to, or for Tenant or any sublessee of Tenant at the Demised Premises, Tenant shall cause such lien to be discharged within thirty (30) days after written notice from Landlord, by bonding proceedings or otherwise. If Tenant shall fail to take such actions as shall cause such lien to be discharged within said thirty (30) day period, Landlord may, at its option, pay the amount of such lien

or may discharge the same by bonding the lien or may prosecute the appropriate action to contest the lienor's claim. Any such amount paid or expense incurred by Landlord, or any expense incurred or sum of money paid by Landlord by reason of the failure of Tenant to comply with the foregoing provisions of this Article, or in defending any such action, shall become immediately due and payable as rent by Tenant to Landlord, together with interest thereon at the Default Rate from the date of payment by Landlord until paid by Tenant. Any such payment by Landlord shall not be deemed to be a waiver of any rights which the Landlord may have under the provisions of this Lease or as provided by law.

20. DEFAULT

(a) Events of Default. It is expressly agreed that each of the following shall constitute an event of default hereunder:

- (1) The failure, neglect or refusal of Tenant to pay any installment of Fixed Rental or additional 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 the same shall become due and payable under the terms hereof if such failure continues beyond the date set forth in Section 3(c) hereof when a late payment charge is due. Landlord shall not be required to give any notice to Tenant of such default other than any notice set forth in Section 3(c) hereof.
- (2) The filing of any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act against Tenant or the institution of any voluntary or involuntary proceeding in any court or tribunal to declare Tenant insolvent or unable to pay its debts, and the same shall not be dismissed or discharged within thirty (30) days after notice thereof in writing given by Landlord to Tenant.
- (3) The failure, neglect or refusal of Tenant to keep and perform any of the covenants, conditions or stipulations herein contained and covenanted and agreed to be kept and performed by it and such failure, neglect or refusal shall continue for a period of more than thirty (30) days after notice thereof in writing is given by Landlord to Tenant; provided, however, that if the cause for giving such notice involves the making of repairs or other matter reasonably requiring a longer period of time than such thirty (30) day period, Tenant shall be deemed to have complied with such notice within said period of time if Tenant is diligently prosecuting compliance with said notice or has taken the proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration or other interference with the Demised Premises by

reason of non compliance with the requirements of any law or ordinance or with the rules, regulations or directions of any governmental authority, as the case may be.

- (4) The making of any assignment by Tenant of the Demised Premises, or part thereof, for the benefit of creditors, or should the Demised Premises be taken under any levy of execution or attachment in execution against Tenant, and such levy, attachment or assignment is not dismissed and discharged within thirty (30) days after written notice thereof given by Landlord to Tenant.

(b) Upon the occurrence of any event of default as set forth in Article 20(a) hereof, then Landlord, in addition to other rights or remedies that Landlord may have as provided by law, shall have: (i) the right to declare this Lease terminated and the term ended, and/or (ii) the right, with or without terminating this Lease, to enter the Demised Premises with process of law and the right to remove all partitions and properties from the Demised Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost and expense of Tenant without prior notice to Tenant or to resort to legal process and without being deemed guilty of trespass or becoming liable for loss or damage which may be occasioned thereby.

(c) Should Landlord elect to enter the Demised Premises, as provided in Article 20(b) hereof, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease, or it may, from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Demised Premises, and to relet the Demised Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals and other sums received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid hereunder; and fourth, the remainder, if any, shall be held by Landlord and applied in payment of future fixed and additional rent as the same may become due and payable hereunder. If such rentals and other sums received

from such reletting during any month is less than that to be paid during the month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given by Landlord to Tenant or unless the termination hereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies that Landlord may possess pursuant to the terms of this Lease or as provided by law, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Demised Premises, reasonable attorneys' fees, and the present value at the time of such termination of the amount of fixed and additional rent and other charges equivalent to rent reserved in this Lease for the remainder of the stated term of this Lease, all of which amount shall be immediately due and payable by Tenant to Landlord.

(d) In the event that a lawsuit is brought by Landlord for recovery of possession of the Demised Premises, for recovery of rent or any other amount due under the provisions of this Lease, or by either Landlord or Tenant because of the breach of any other covenant herein contained on the part of Tenant or Landlord respectively to be kept and performed, and a breach shall be established, the non-prevailing party shall pay to the other party all expenses incurred therefor, including reasonable attorneys' fees.

21. ESTOPPEL CERTIFICATES

At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying, if true, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid, and such other information regarding the Lease as Landlord may reasonably request.

22. NO WAIVER

One or more waivers of a breach of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or for any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or for any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing and signed by Landlord.

23. NOTICES

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be sent by United States certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight delivery service such as Federal Express or UPS, and shall be addressed to Landlord at 8400 Industrial Parkway, Plain City, Ohio 43064, and to Tenant at the Demised Premises, or such other addresses as Landlord or Tenant shall designate by written notice to the other party. Notice shall be effective upon receipt. Notice is also effective when sent by email, to the Landlord at bobbiondi@rrohio.com, and to Tenant at michael.morrow@adbsafegate.com. Email notice is effective as of the day it is sent to the recipient, unless the intended recipient can show by clear and convincing evidence that the message was not actually received by the recipient's email server.

24. RECORDING

This Lease shall not be recorded. However, if either of the parties hereto desire to record a statutory memorandum of this Lease, Landlord and Tenant agree to execute and deliver to the other a recordable memorandum of this Lease containing only the minimum statutory requirements, which memorandum of this Lease may then be recorded in the office of the County Recorder of Franklin County, Ohio.

25. END OF TERM

Upon the expiration or other termination of the term of this Lease, including any renewal term, Tenant shall quit and surrender to Landlord the Demised Premises together with all alterations, installations, additions and improvements, whether installed by Landlord or Tenant, broom clean, and in as good condition and repair as the same were in at the commencement of the term or were thereafter put by Landlord or Tenant, subject only to ordinary wear and tear, and damage or destruction by fire or other casualty covered by standard fire and extended coverage insurance, failing which Landlord may restore said Demised Premises to such condition and Tenant shall pay the cost thereof, and Tenant shall remove all of its property from the Demised Premises. If Tenant fails to remove Tenant's carpeting and personal property and trade fixtures which it has the right to remove from the Demised Premises within ten (10) days after written notice from Landlord, Tenant shall be conclusively presumed to have abandoned the same, and ownership thereof shall forthwith vest in Landlord without payment or credit to Tenant.

Tenant will have the right to stripe or mark the floor of the Demised Premises only in compliance with the terms of this Lease, including any Rules and Regulations. Landlord strongly encourages Tenant to stripe or otherwise mark the floor of the Demised Premises only with 3M floor striping tape. If Tenant elects to paint stripes or other markings on the floor of the Demised Premises, all such paint must, prior to expiration or termination of this Lease, be removed by Tenant at its expense in accordance with this rule. Paint on the floor of the Demised Premises must be removed only by use of a chemical paint remover; provided that the chemical used for removal must be permissible for such use under applicable federal, state and local laws or regulations and the chemical must be used (and all chemicals and removed paint must be disposed of) in accordance with applicable federal, state and local laws or regulations. Under no circumstances may paint be removed from the floor of the Demised Premises by grinding, scraping or shot-blasting. After paint has been chemically removed in accordance with this rule, the floor must be thoroughly cleaned to remove completely any chemical residue which might be present as a result of the removal process.

If Tenant installs any racking, equipment or machinery in the Demised Premises that requires installation of bolts in the floor of the Demised Premises, Tenant must, prior to expiration or termination of this Lease, at the expense of Tenant, remove all such bolts in accordance with this rule. All bolts will be cut or ground so that the top of the remaining portion of the bolt is at least one-quarter inch below the surface of the floor. All holes created by such removal of bolts must be filled with 100% epoxy, which meets the standards set by the American Concrete Institute and which is color -matched to the floor being filled.

26. HOLDING OVER

Any holding over after the expiration of this Lease or any extension thereof, without the consent of Landlord, shall be construed to be a tenancy from month-to-month at a monthly rent equal to 125% of the monthly rental payment payable by Tenant at the expiration of this Lease, or any extension thereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

27. SECURITY DEPOSIT

Landlord hereby acknowledges receipt of twenty thousand dollars and xx/100 Dollars (\$20,000) which it is to retain as security, without interest, for the faithful performance of all the covenants, conditions and agreements of this Lease, but in no event shall Landlord be obliged to apply the same upon rents or other charges in arrears or upon damage for Tenant's failure to perform the said covenants, conditions and agreements, but Landlord may so apply the security, at its option. Landlord's right to possession of the Demised Premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds the security. The said sum, if not applied toward the payment of rent and arrears or toward payment of damages suffered by Landlord by reason of Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to Tenant without interest when this Lease is terminated, according to these terms, and in no event is the security to be returned until Tenant has vacated the Demised Premises and delivered possession of the Demised Premises to Landlord in the condition required hereunder. In the event that Landlord repossesses itself of the Demised Premises

because of Tenant's failure to carry out the covenants, conditions and agreements of this Lease, Landlord may apply the said security deposit upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of Tenant's default or breach. Landlord shall not be obligated to keep such security as a separate fund, but may commingle the said security with its own funds.

28. BROKER'S COMMISSION

Both Tenant and Landlord acknowledge and agree that there are no other real estate brokers involved in this lease negotiation other than Eric Shea of Newmark Real Estate representing the Landlord and Curtis H. Berlin with NAI Ohio Equities representing the Tenant ("Brokers"). In consideration of broker's services, Landlord agrees to pay to Brokers a fee pursuant to a separate contract with Brokers. Tenant acknowledges that Eric Shea has an ownership interest in the Project.

29. QUIET ENJOYMENT

Landlord covenants and agrees with Lessee that upon Tenant paying the rent and other charges hereunder and observing and performing all the covenants, agreements and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises hereby demised without hindrance of Landlord or any person lawfully claiming under Landlord, subject, nevertheless, to the terms and conditions of this Lease, any mortgage of Landlord, and any restrictions, conditions, reservations and agreements of record.

30. OPTION TO RENEW

Tenant shall have the right to renew the Term of this Lease ("**Renewal Option**") for two additional term of one (1) year each (each a "**Renewal Lease Term**") commencing on the day following the expiration of the Term or Renewal Lease Term, provided that each of the following occurs:

(i) Landlord receives written notice of the exercise of the Renewal Option ("**Renewal Notice**") not less than six (6) months prior to the expiration date of the Term or Renewal Lease Term.

(ii) No continuing and uncured monetary Event of Default exists at the time that Tenant delivers its Initial Renewal Notice or at the time Tenant delivers its Binding Renewal Notice.

Tenant's lease rate for the first Renewal Lease Term shall be \$5.31 PSF being \$278,567.10 annually and \$23,213.93 per month. The second Renewal Lease Term shall be \$5.41 PSF being \$284,138.44 annually and \$23,678.20 per month.

31. ENVIRONMENTAL PROTECTION

Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Demised Premises or the Property by Tenant, Tenant's agents, employees, contractors or invitees without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated or disposed of on or in the Demised Premises (regardless of whether Tenant obtained Landlord's consent as required above), or if the Demised Premises or the Property become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Demised Premises or the Property, damages caused by loss or restriction or rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising as a result of such contamination. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presences of any Hazardous Substance on the Demised Premises or the Property (regardless of whether Tenant obtained Landlord's consent as required above) and that results in contamination, Tenant shall promptly, at its sole expenses, take any and all necessary actions to return the Demised Premises or the Property to the condition existing

prior to the presence of any such Hazardous Substance. Tenant shall first obtain Landlord's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local government, the state of Ohio, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal or local governmental law, and for the purposes of this Lease, includes, but is not restricted to, asbestos, polychlorinated biphenyls ("PCB's"), petroleum, petroleum products and petroleum wastes.

32. MISCELLANEOUS

(a) Applicable Law. The laws of the State of Ohio shall govern the interpretation, validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

(b) Headings. The headings of articles are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

(c) Successor Assigns. The terms, covenants and conditions contained in the Lease shall bind and inure to the benefit of Landlord and Tenant their respective heirs, legal representatives, successors and assigns, subject, however, to the provisions hereof requiring the consent of Landlord to any assignment or subletting of this Lease.

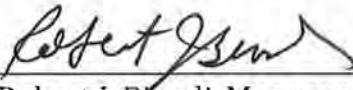
(d) Entire Agreement. This Lease contains the entire agreement between the parties hereto, and shall not be modified in any manner except by an instrument in writing executed by both of said parties or their respective successors in interest.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day, month and year, first written above.

LANDLORD:

Trevi Enterprises, LLC

By: 
Robert J. Biondi, Manager

Date: 11/29/19

TENANT:

ADB Safegate Americas LLC,
a Delaware limited liability company

By: 
Title: CFO

By: 
Title: CEO

Date: 11/25/19

ACKNOWLEDGMENTS

STATE OF OHIO :
COUNTY OF FRANKLIN: ss

The foregoing Lease Agreement was acknowledged before me this 3rd day of December, 2019, by Robert J Biondi the Manager of Trevi Enterprises an LLC, Landlord under the foregoing instruments, on behalf of said LLC.

Margaret M Long
Notary Public



STATE OF OHIO :
COUNTY OF FRANKLIN: ss

The foregoing Lease Agreement was acknowledged before me this 25 day of Nov, 2019, by JOE FOKOT and MICHAEL MORROW, the CEO and CFO, respectively, of AOB SAFELIFE, Tenant under the foregoing instruments, on behalf of said _____.

James Hartzell
Notary Public



JAMES HARTZELL
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Franklin County
My Comm. Exp. 11/16/2021

EXHIBIT A
Demised Premises

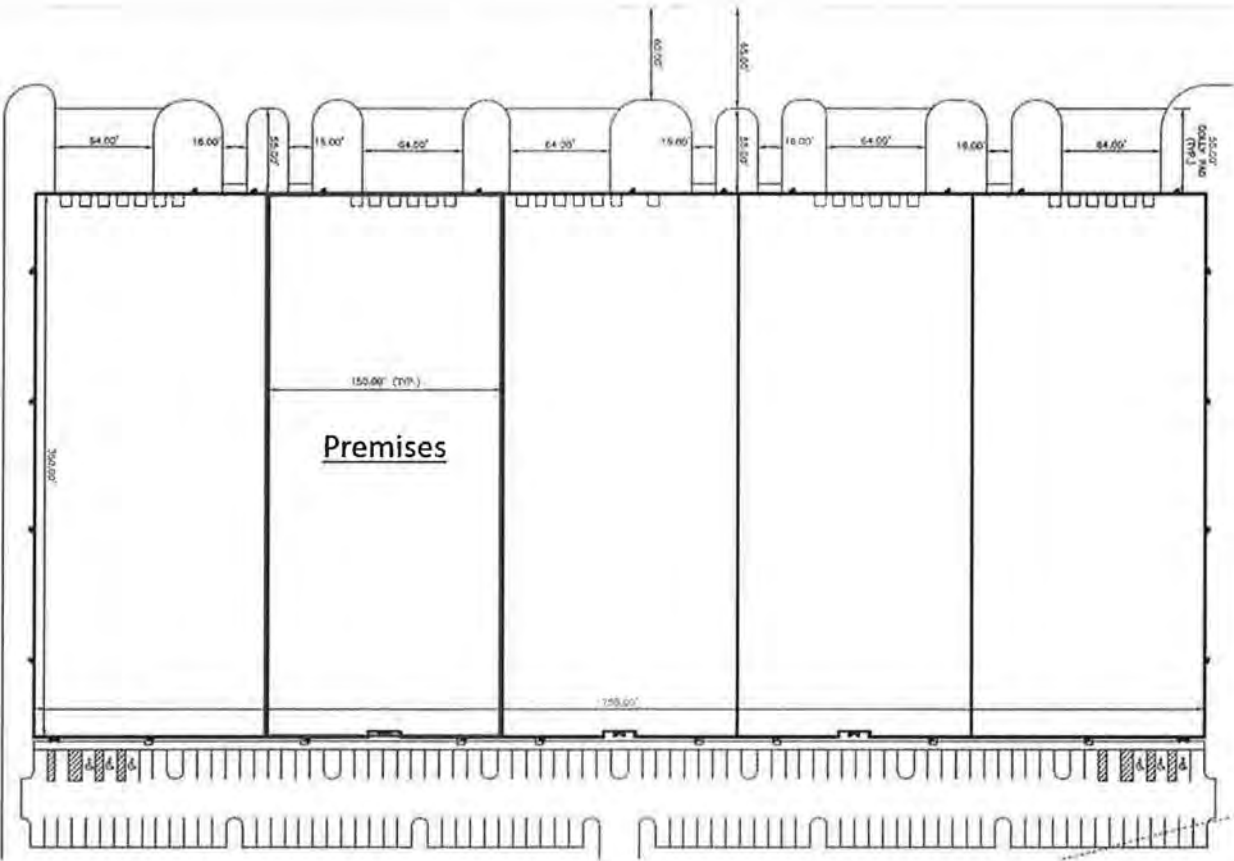


EXHIBIT B
The Building

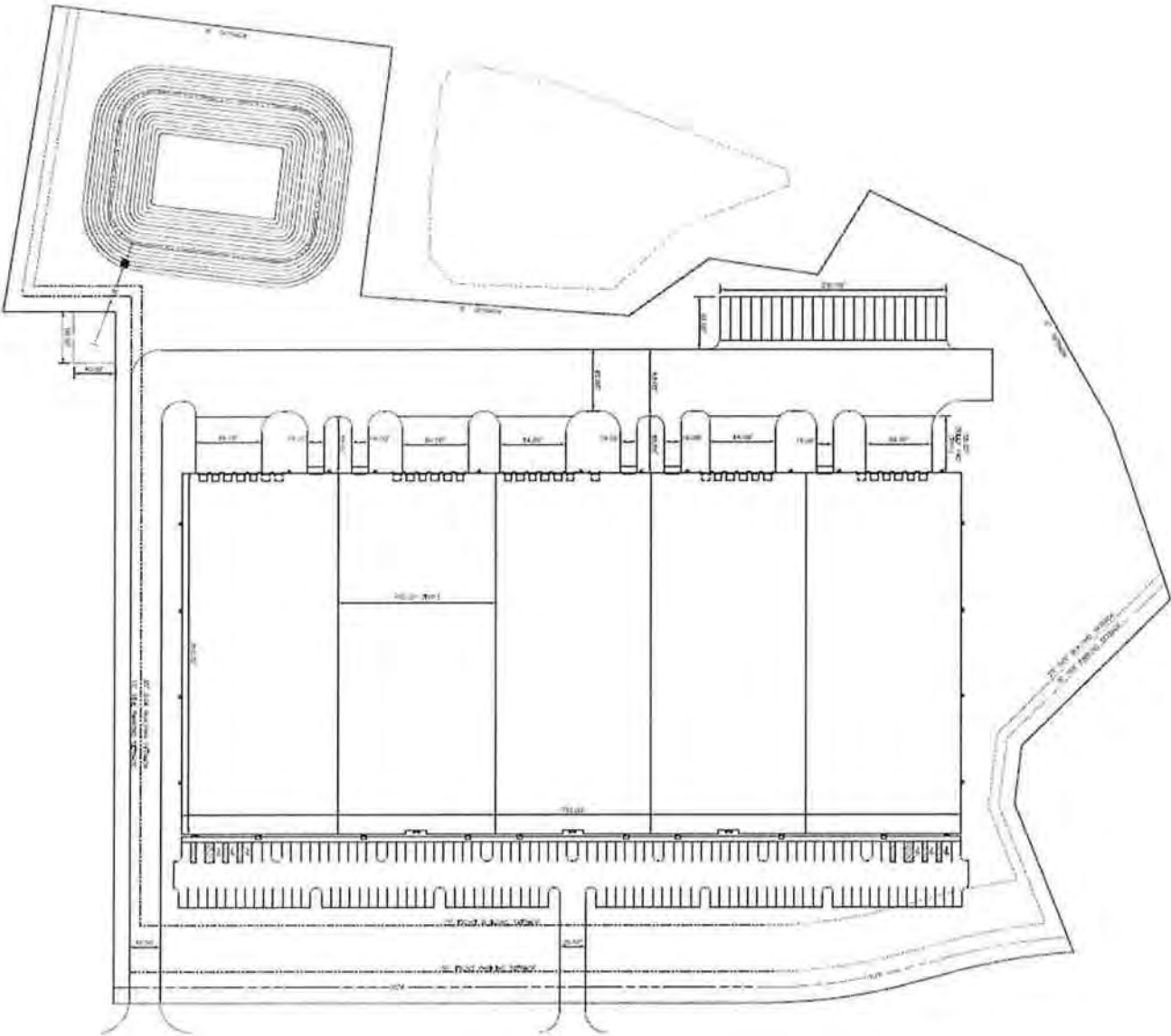


EXHIBIT C
Intentional deleted

EXHIBIT D
Landlord's Work

Landlord shall provide at its sole cost and expense:

- The construction of 1,370 SF of office space shown below
- Warehouse lighting at 35 foot-candles at 36" adjusted for Tenant's racking plan

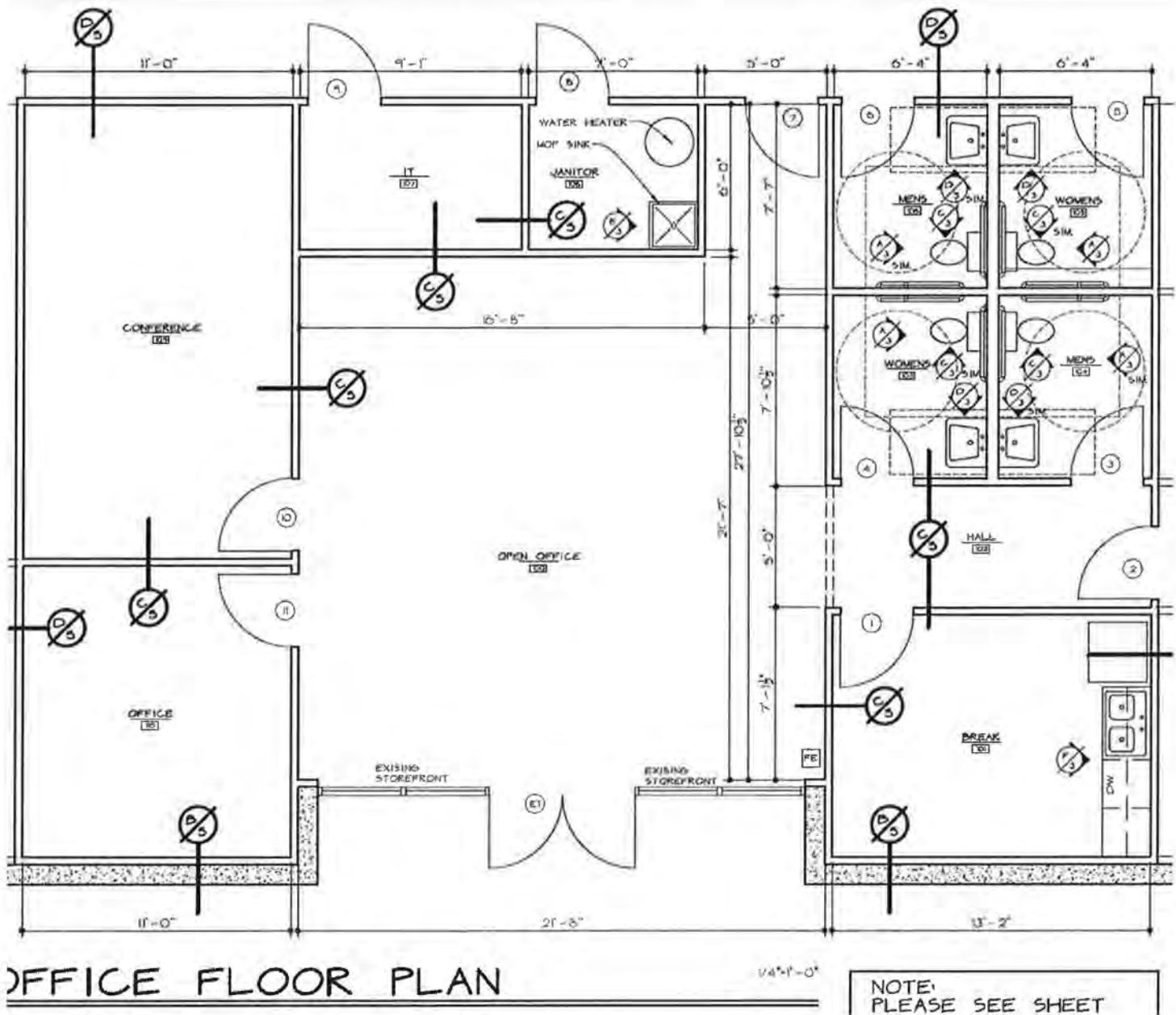


EXHIBIT E
Rules and Regulations

FOR
870-950 Claycraft Road, Gahanna, OH

The following are rules and regulations established by Landlord for all tenants of the 870-950 Claycraft Road, Gahanna, Ohio ("Project"). Said rules and regulations may be modified or amended by Landlord from time to time upon written notice to the tenants of 870-950 Claycraft Road, Gahanna, Ohio.

(1) Tenant shall not affix or maintain outside the Premises or the Building including the exterior or the glass panes and supports of any windows (and within twenty four (24) inches of any window), doors and the exterior walls of the Premises or the Building, or any place within the Premises or Building if intended to be seen from the Premises or the Building, any signs, advertising placards, names, insignia, notices, trademarks, descriptive material or any other such like item or items except such as shall have first received written approval of Landlord as to size, type, color, location, copy, nature and display qualities. No symbol, design, name, mark or insignia adopted by Landlord for the Project shall be used without the prior written consent of Landlord. All signs located in the interior of the Premises shall be in good taste so as not to detract from the general appearance of the Premises or the Project.

(2) No awning or other projections shall be attached to the exterior walls of the Premises or the Building.

(3) All loading and unloading of goods shall be done only at such times, through the entrances and in such areas as designated for such purpose by Landlord.

(4) All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant.

(5) No radio or television or other similar device shall be installed, and no aerial shall be erected on the roof, on exterior walls of the Premises or the Building, or anywhere on the Project, without in each instance having obtained Landlord's prior written consent. Any such device or aerial so installed without such prior written consent shall be subject to removal without notice at any time.

(6) No loudspeakers, television sets, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the written consent of Landlord.

(7) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(8) Tenant shall not place or permit any obstructions or merchandise in the service corridors, sidewalks, entrances, passages, courts, corridors, elevators or stairways of the Building or the Project.

(9) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for employee parking by Landlord. Tenant shall furnish Landlord

the State automobile license numbers assigned to the car or cars of Tenant and its employees within five (5) days of any request to do so by Landlord.

(10) Tenant will cooperate and participate in all security programs affecting the Project, and in the event Landlord installs a supervised fire sprinkler alarm system for the protection of Tenant and of the Project, Tenant agrees to pay its pro rata share of the monthly alarm service charge.

(11) Tenant shall not make or permit any noise or odor which Landlord deems objectionable to emanate from the Premises and no person shall use the Premises as sleeping quarters, sleeping apartments or lodging rooms.

(12) Except for those exclusively for use by employees of Tenant, Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, food, candy, cigarettes or other commodities, without the prior written consent of Landlord.

(13) Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be offensive to other tenants and occupants of the Building or the Project or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building, the Project or elsewhere.

(14) Tenant will refer all contracts to contractor's representatives and installation technicians rendering any service on or to the Premises for Tenant, to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed on or about the Premises or Project, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Premises or Project.

(15) Tenant shall not place, install or operate on the Premises or in any part of the Building or Project, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises or Project any explosives, gasoline, kerosene, oil, acids, caustics or any flammable, explosive or hazardous material without the written consent of Landlord. Provided, that Tenant shall be permitted to operate a propane powered forklift on the Property.

(16) Movement in or out of the Building of furniture or office supplies and equipment, or dispatch or receipt by Tenant of any merchandise or materials, which require use of elevators or stairways, or movement through the Building entrances or lobby, shall be restricted to hours designated by Landlord. All such movements shall be under the supervision of Landlord and carried out in the manner agreed upon between Tenant and Landlord by prearrangement before performance. Such prearrangement will include determination by Landlord of the time, method and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Building. Tenant assumes, and shall indemnify Landlord against, all risks and claims of damage to persons and properties arising in connection with any said movement.

(17) No dogs, cats, fowl or other animals shall be brought into or kept in or about the Premises or the Project.

(18) The Premises and the Building are designated as non-smoking facilities, and Tenants (together with their employees, agents, licensees and invitees) shall smoke only in the designated smoking area shown on the attached site plan. Smoking, for purposes of these regulations, includes electronic cigarettes in any form. The Tenant(s) bear responsibility for routine clean-up of the designated smoking areas.

In the event of any breach of any rules and regulations herein set forth or any amendments or additions thereto, Landlord shall have all remedies in the Lease provided for default of Tenant.

EXHIBIT F
Landlord's Operating Expense (Initial Estimate)

<u>Exhibit F</u>		
Common Area Maintenance	\$69,500	\$0.26
Insurance - Property	\$10,000	\$0.04
Real Estate Taxes	\$144,000	\$0.55
Building Size 262,500 sf	\$223,500	\$0.85
Tenant's Share for 52,500 sf	\$44,625	\$0.85

EXHIBIT G
22 Trailer Parking Spaces

