

USE AGREEMENT

This Use Agreement made and entered into at Pataskala, Ohio, this ____ day of _____ 2024, by and between the **City of Pataskala**, a municipal corporation, hereinafter referred to as "City", and **Renew Wellness, LLC**, a limited liability company, hereinafter referred to as "RW." In consideration of the Periodic Use Compensation, covenants, conditions, agreements and stipulations as contained hereinafter, the parties mutually agree as follows:

ARTICLE I -- TERM AND GRANT

1.01. Description. City hereby provides for the use of RW, and RW hereby accepts for its use from City, the Premises (as hereinafter defined), in a certain Building (as hereinafter defined), located in the City of Pataskala, County of Licking, and State of Ohio.

(A) Building: the term "Building" shall mean a certain approximately 18,214 gross square foot structure, including appurtenances and fixtures attached thereto, located at 621 West Broad Street, and the "Common Areas" as hereinafter defined.

(B) Premises: the term "Premises", shall mean that portion of the Building used by RW consisting of approximately **748** total useable square feet located on the second floor of the Building, together with the nonexclusive right to use all Common Areas, subject to the rights of other users in the Building. A floor plan of the Premises, designated as Suite 2F, is attached hereto as **Exhibit A** and incorporated herein by reference.

(C) Common Areas: "Common Areas" shall include, but not be limited to, entrances, halls, steps, stairwells, elevators, restrooms, sidewalks, landscaping, exits, and other areas as may be designated from time to time by City and utilized by RW and other users in the Building and their respective employees, agents, customers and invitees. RW agrees that RW's consent shall not be required for any additions, reductions or modifications of the Common Areas. RW acknowledges that City shall have the right to make reasonable rules and regulations governing the location and use of all Common Areas and RW shall be governed thereby.

1.02. Term. The term of this Use Agreement shall be for a period of **three (3) year** commencing on **January 1, 2024** and ending on **December 31, 2026**. Prior to entering into possession of the Premises, RW shall complete and furnish to City a Commencement Date Agreement in the form of **Exhibit B** attached hereto which shall acknowledge the actual Commencement Date and Expiration Date of this Use Agreement, provided that failure of RW to sign the Commencement Date Agreement shall not affect the actual Commencement Date and Expiration Date of this Use Agreement. This agreement supersedes all existing use agreements between the City and RW.

In the event the Premises is not habitable on the commencement date of January 1, 2024, due to a lack of internet service installation and other necessary technology services, the commencement date shall be adjusted to reflect RW's actual occupancy of the Premises.

ARTICLE II -- CONSIDERATION

201. Base Periodic Use Compensation. RW shall pay, as Base Periodic Use Compensation during the term of this Use Agreement, the sums set forth on **Exhibit C** attached hereto and forming part hereof which shall be payable in consecutive monthly installments in advance, on the first day of each and every calendar month during the Use Agreement term. All Periodic Use Compensation payments shall be made payable to and mailed or delivered to the following, unless City otherwise designates:

City of Pataskala
621 W. Broad Street
Pataskala, Ohio 43062

202. Utility Expenses. "Utility Expenses" shall mean all of City's expenses with respect to the Building for electricity, natural gas, water and sewer, storm water and any other service provided which is generally considered a utility service for the benefit of users of the Building in general. "Utility Expenses" specifically excludes cable television, telephone, computer and data transmission expenses.

203. Operating Expenses. City shall be responsible for all fixed and operating expenses, with no expense reimbursement by RW, except expenses for extraordinary uses and services as provided in Section 4.01, and expenses for other matters as specifically provided in this Use Agreement.

ARTICLE III -- RW'S COVENANTS

301. Usage. The Premises shall be used by RW only for general office use and for no other purpose. RW shall not use, occupy, suffer or permit the Premises or any part thereof to be used or occupied for any purposes contrary to law or to any rules or regulations of any governmental or public authority (including, without limitation, zoning, land use and environmental laws, rules and regulations). RW shall not undertake any activities which increase the cost of hazard insurance, nor permit unreasonable noise or offensive odors to emit from the Premises, suffer waste or injury, nor sell, assign, mortgage or transfer this Use Agreement or allow or permit any lien upon RW's interest herein by operation of law, without the prior written consent of City. RW will not place any load upon any floor of the Premises other than reasonable office equipment and furniture.

302. Alterations. RW may, at RW's sole cost and expense, from time to time during the term of this Use Agreement, upon obtaining City's prior written consent, which consent may be subject to such terms and conditions as City deems necessary to maintain the integrity of the structure of the Building and the equipment and systems servicing the Building, or the appearance, marketability, or useability of the Building and/or Premises, make such alterations, additions and improvements to the Premises (including, without limitation, painting, decorating and erecting partitions, which involve anything other than movable personal property) as RW may reasonably deem necessary or desirable to adapt the Premises, or any part thereof, for their permitted use. RW agrees to submit plans and specifications to City for said alterations and improvements for City's prior written approval. Unless City chooses to make such alterations and improvements or to

contract for such work on behalf of RW, RW may arrange and contract for such alterations or improvements provided the City has approved the complete plans and specifications, which approval shall not be unreasonably withheld or delayed provided there will be no interference with, or overburdening of, the electric, plumbing, HVAC, mechanical and utility systems servicing the Building, and with respect to all such alterations, additions and improvements for which City's approval is required hereunder, RW shall only contract with contractors, subcontractors and material suppliers who are reasonably acceptable to City and RW may be required by the City to have the construction of the alterations, additions and improvements inspected and observed by an architect or engineer who will certify to the City the compliance of such alterations, additions and improvements with the approved plans and specifications and the applicable codes.

If RW or RW's contractors make such alterations, additions and improvements, RW shall reimburse City for City's reasonable costs involved in overseeing and inspecting such work and coordinating such work. Prior to commencement of such work by RW or its contractors, RW shall provide to City certificates of Workers Compensation Insurance, builders risk insurance and reasonable evidence of financial security to ensure completion of the work and a municipal building permit if required. Immediately following completion of the work RW shall provide to City a municipal certificate of occupancy, completion or compliance for the completed work. RW shall not use any contractor or subcontractor whose presence at the Building would be likely to disturb the continuing services of any other contractor or subcontractor or otherwise disturb the daily operations of the Building and the enjoyment thereof by other users in the Building. All work by RW and its contractors to make alterations, additions and improvements shall be done at such times and under such conditions as reasonably imposed by City to prevent or minimize disturbance of any annoyance to other users and occupants of the Building and all improvements, additions and alterations shall be constructed in a good and workmanlike manner with first-class materials. All improvements, additions and alterations shall comply with all insurance requirements and with all applicable laws, regulations and rules of governmental agencies having jurisdiction. RW shall be liable for all damages caused by its negligent acts or omissions which may arise out of or be connected in any way with alterations, additions and improvements of the Premises made pursuant to this Section 3.02. All such alterations, additions or improvements shall, at the option of City, remain and become the property of City at the end of the Use Agreement term, or City may require that all such alterations, additions and improvements be removed at RW's expense at the end of the Use Agreement term and the Premises restored to its condition prior to such work or improvements. If RW fails to remove such improvements, additions and alterations or fails to restore the Premises as provided above, City may do so and RW shall reimburse City for all of the costs thereof, as Additional Periodic Use Compensation, promptly upon billing by City.

3.03. Maintenance and Repairs. Except as same may be the obligation of City under this Use Agreement, RW shall keep the Premises in good, neat and clean condition, free of accumulations of rubbish and shall not permit any waste or nuisance to occur or continue in the Premises. There shall be no allowance to RW or reduction of Periodic Use Compensation, and no liability on the part of City by reason of inconvenience, annoyance, or injury to business arising from the making of any repairs, alterations, additions, substitutions or improvements in or to any portion of the Building, the Premises, the Common Areas, or in and to the fixtures, appurtenances and equipment thereof by City, provided that in each case such repairs, alterations, additions, substitutions or improvements are done within a reasonable time period. This provision shall not be construed as to require City to do the work at over-time rates. If RW requests that such work be done in such a manner, RW will pay the

excess of the overtime cost over ordinary rates. City shall endeavor to do any work done by it in such a manner as not to interfere unreasonably with or unreasonably impair RW's use of the Premises, and subject to the condition on City's entry as hereinafter set forth in Section 3.10 below.

304. Mechanics Liens. At its own expense, RW shall cause to be discharged, within thirty (30) days after RW receives notice of the filing thereof, any mechanics lien filed against RW's interest under this Use Agreement, the Premises or the Building for work claimed to have been done or materials claimed to have been furnished to RW.

305. Signs. RW shall not permit or suffer any signs, graphics, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside or inside of the Premises or the Building, except with City's prior written approval as to size, color and style. Notwithstanding the foregoing: (i) City, at City's expense, shall provide directory signage in the lobby and (ii) City will provide, upon RW's request, signage adjacent to RW's entrance doors that complies with Building standards as to style, color and size.

306. Relocation. City shall have the right to relocate RW, from time to time, to another part of the Building in which the Premises are located in accordance with the following:

(A) The new Premises shall be substantially the same in size, dimensions, configuration, decor and nature as are the Premises described in this Use Agreement and shall be placed in that condition by City at its cost.

(B) The physical relocation of RW shall be accomplished by City at its cost.

(C) City shall give RW at least thirty (30) days written notice of City's intention to relocate RW to a specified location in the Building. After receipt of such notice, RW shall have thirty (30) days to notify City in writing if it objects to such relocation and of RW's intent to terminate this Use Agreement without penalty and vacate the Premises by a date set forth in such notice which is not more than six (6) months after the date of such notice. City shall have thirty (30) days after receipt of such notice from RW to rescind its notice to relocate RW by written notice to RW.

(D) The relocation of RW shall take place on a weekend and shall be completely accomplished before the Monday following the weekend in which the relocation takes place. If the relocation has not been completed in that time, Base Periodic Use Compensation shall fully abate from the time the relocation commences to the time it is completed.

(E) All reasonable costs incurred by RW as a result of the relocation, including, without limitation, costs incurred in changing addresses on stationery, business cards, directories, advertising and other reasonable items, shall be paid by City.

(F) If the relocated Premises are smaller than the Premises as it existed before the relocation, Annual Base Periodic Use Compensation and RW's proportionate share of Operating Expenses shall be reduced accordingly.

(G) The parties hereto shall immediately execute an Amendment to this Use Agreement evidencing RW's relocation and the reduction of Periodic Use Compensation, if any.

307. Liability and Insurance. Subject to immunity and other legal and equitable defenses available to municipal corporations, each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

308. Waiver of Subrogation. RW and City each hereby releases the other and the other's employees, agents, customers and invitees from any and all liability for any loss, damage or injury to person or property occurring in, on, about or to the Premises, personal property within the Premises and/or the Building, or to the Building by reason of fire or other casualty which is covered under a valid and collectible standard fire and extended coverage policy or ISO special form coverage policy, regardless of cause, including the negligence of the City or RW and their respective employees, agents, customers and invitees. Because the provisions of this Section 3.08 are intended to preclude title assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other person, RW and City each shall give to each insurance company which has issued to it one or more policies of insurance notice of the terms of the releases contained in this Section 3.08 and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this Section 3.08.

309. Personal Property. RW agrees that all personal property of whatever kind that may be at any time in the Premises or the Building shall be at RW's sole risk or at the risk of those claiming through RW, and that City shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of City.

310. Inspection. RW hereby permits City or City's agents to inspect or examine the Premises at any reasonable time, after reasonable notice, except in the case of emergency, to maintain a passkey, to make such repairs or improvements to the Premises or the Building as City may deem desirable or necessary for the safety, improvement or preservation of the Premises or the Building, and to permit City or City's agents to exhibit the Premises to prospective purchasers and during the last six (6) months of the term of this Use Agreement or any renewal thereof, to prospective users.

311. Rules and Regulations. RW shall comply with the Rules and Regulations attached hereto as Exhibit D, as well as all reasonable changes therein and additions thereto that may from time to time be made by City for the operation and protection of the Building and the protection and welfare of City's users and invitees. Changes and additions to the Rules and Regulations shall become effective and part of this Use Agreement upon delivery of a copy thereof to RW. Such rules and regulations shall create no third-party rights in RW, and City may exempt some users of the Building from some or all of the rules and regulations as City deems reasonably appropriate.

ARTICLE IV -- CITY'S COVENANTS

401. Utilities. City shall furnish to RW all electric, heat, air conditioning, water, elevator services, lavatory and toilets necessary for normal use of the Premises pursuant to this Use Agreement, during normal building hours described below. Electricity, HVAC, water, at least one working elevator, except during maintenance and repair, lavatory and toilets shall be provided on a Periodic Use Compensation inclusion basis 24 hours per day, 7 days per week, 365 days per year. The normal hours for the Building are 7:30 A.M. to 4:00 P.M., Mondays through Fridays. The Building is officially closed on Saturdays, Sundays and holidays; provided, however, RW and its employees and visitors shall have access to the Premises 24 hours per day, 7 days per week, 365 days per year, subject to City's normal security procedures and subject to any extra costs other than electricity, HVAC, water, at least one working elevator, except during maintenance and repair, lavatory and toilets resulting from such extraordinary use. Except as provided in the second sentence of this Section 4.01, to the extent that RW requires any special services or utilities not normally furnished when the Building is closed, RW shall make arrangements for the same with City's property manager and City shall make reasonable efforts to provide such services and may charge RW at the standard rates for such services charged to users of the Building, as the same may be amended from time to time by City to reflect, in City's reasonable discretion, any changes in City's overall costs of providing such services. Such standard rates shall be maintained by City's property manager's office. RW shall pay for all of its telephone, cable, and data transmission services.

City acknowledges that the Premises will be utilized for office purposes and that associated with such use RW may have certain office equipment such as photocopying machines, automatic and/or computer typewriters and other such office equipment normally associated with office usage. RW acknowledges that, to the extent that it has a greater number of items of equipment or equipment which utilizes an excessive amount of electricity or which adversely affects the heating or air conditioning systems of the Building, RW may be paying less than its fair share of the electrical and HVAC costs and upkeep for the Building. City, therefore, reserves the right to periodically review RW's equipment to determine whether or not RW's equipment, in City's reasonable good faith judgment, uses an excessive amount of electricity or which adversely affects the air conditioning or heating systems of the Building. In any such case, City may require RW to pay an additional amount for such excess usage. RW agrees to inform City of and to obtain City's prior consent (which consent shall not be unreasonably withheld or delayed) before installing any equipment which may use an excessive amount of electricity or which adversely affects the air conditioning or heating systems of the Building. City does not warrant that any of the services above mentioned will be free from interruptions caused by war, insurrections, civil commotion, riots, acts of God, or governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of City to obtain fuel or supplies, disease, epidemic, pandemic, or any other cause or causes beyond the reasonable control of City. Any such interruption of service shall never be deemed an eviction or disturbance of the RW's use and possession of the Premises or any part thereof, or render City liable to RW for damages, or relieve RW from the performance of RW's obligations under this Use Agreement. City's obligation to furnish light, heat, air conditioning and power shall be conditioned upon the availability of adequate energy sources. City shall have the right to

reduce light, heat, air conditioning, and power within the Premises and the Common Areas as required by any mandatory or voluntary fuel or energy saving or allocation statute, regulation, order or program.

402. Janitorial Service. City shall furnish janitorial services in and about the Premises, Saturdays, Sundays and holidays excepted, as set forth in **Exhibit E** attached hereto. RW shall not provide any janitorial service without City's written consent. If City's consent is given, janitorial service shall be subject to City's supervision, but at RW's sole cost and responsibility. RW shall not provide janitorial service in the Premises except through a janitor, contractor or employee satisfactory to City.

403. Maintenance and Repair. Except as otherwise provided in Article VI of this Use Agreement, City shall keep, repair and maintain the Building (including Common Areas) in good and useable condition during the entire term of this Use Agreement and all renewal terms at City's sole expense. Should any portion of the Building or the Premises be damaged through the negligent use by RW, RW's officers, agents, employees, invitees or customers, then City will properly repair the same at RW's expense, the amount of which expense shall be immediately due and payable from RW as additional Periodic Use Compensation.

4.04 City's Insurance. City shall maintain commercial general liability insurance with respect to the Common Areas of the Building at least equal to the commercial general liability insurance coverage required to be maintained by RW pursuant to Section 3.07 of this Use Agreement.

ARTICLE V – DEFAULT

501. Conditions of Default. If RW fails to pay any installment of Base Periodic Use Compensation, Additional Periodic Use Compensation or any other amount to City hereunder within ten (10) days after it becomes payable hereunder without demand, or if RW fails to maintain in full force and effect any insurance required hereunder, or if RW fails to observe and perform any other provision, covenant, or condition of this Use Agreement required to be performed by RW within thirty (30) days after City shall have given notice to RW of RW's failure to perform the same, or if RW abandons the Premises, or if RW makes an assignment for the benefit of creditors, or enters into a composition arrangement with its creditors, or if the interest of RW in this Use Agreement is attached, levied upon, or seized by legal or equitable process, or if a voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against RW, or if a Court of competent jurisdiction or other governmental agency appoints a trustee, receiver, or liquidator of RW, or if this Use Agreement is assigned and/or terminated by operation of law, then in any such event, RW, at City's option, shall be in default of and in breach of this Use Agreement.

502. Remedies. If City elects, pursuant to Section 5.01, above, to declare a breach of this Use Agreement, then City shall have the rights set forth below, as well as any other rights which City may have at law or in equity.

In the event of any breach of this Use Agreement by RW (and regardless of whether or not RW has abandoned the Premises), this Use Agreement shall not terminate unless City, at City's option, elects at any time when RW is in breach of this Use Agreement to terminate this Use Agreement. At City's option, City may terminate RW's possession of the Premises without terminating this Use Agreement. For so long as this Use Agreement so continues in effect, City may enforce all of City's rights and remedies under this Use Agreement, including the right to recover all Periodic Use Compensation as it becomes due hereunder. For the purposes of this paragraph, the following shall not constitute a termination of RW's right to possession: (i) City's acts of maintenance or preservation or efforts to enter a Use Agreement with another user for the use of the Premises, or (ii), the appointment of a receiver upon initiative of City to protect City's interest under this Use Agreement. In the event RW is in breach, City shall make a good faith effort to enter a Use Agreement with another user for the use of the Premises and mitigate any damages.

In the event of termination of this Use Agreement or a termination of RW's right to possession as the result of RW's breach of this Use Agreement, City shall:

(A) Have the right to remove any and all persons and property from the Premises, with or without legal process, and pursuant to such rights and remedies as the laws of the State of Ohio shall then provide or permit, but City shall not be obligated to effect such removal. Said property may, at City's option, be stored or otherwise dealt with as such laws may then provide or permit, including but not limited to the right of City to store the same, or any part thereof, in a warehouse, in the Premises or elsewhere at the expense and risk of and for the account of RW.

(B) Have the right to recover from RW damages which shall include but not be limited to (a) all accrued and past due Periodic Use Compensation; (b) the value of the amount, if any, by which the unpaid Periodic Use Compensation (including but not limited to additional Periodic Use Compensation payable by RW hereunder) for the balance of the term after the termination of this Use Agreement or the termination of RW's right to possession exceeds the fair periodic use compensation value of the Premises at such time.

(C) Have the right to enter a Use Agreement with another user for the use of the Premises or any part thereof on such terms and conditions as City may reasonably determine. Such entry of a Use Agreement with another user shall not be considered as a surrender or acceptance back of the Premises or a termination of the Use Agreement and City may recover from RW any deficiency between the amount received, if any, from such re-letting and the amount of Periodic Use Compensation and/or additional Periodic Use Compensation payable under this Use Agreement, together with any other amounts due to City hereunder. If the amount of Periodic Use Compensation received from such entry of a Use Agreement with another user exceeds the amounts then due from RW pursuant to this Use Agreement, City may retain such amount to be used to cover future deficiencies and shall not be required to refund any such amount to RW at any time. In the event of a breach or threatened breach by RW of any of the terms, covenants, conditions, provisions or agreements of this Use Agreement, City shall additionally have the right of injunction. Mention in this Use Agreement of any particular remedy shall not preclude City from any other remedy, at law or in equity.

If RW shall default in the performance of any obligation on RW's part to be performed under this Use Agreement for more than ten (10) days after notice thereof from City to RW, and City does not elect to terminate this Use Agreement or RW's right to possession, City may, but shall have no obligation to, immediately, or at any time thereafter, perform the obligations of RW. Any provision of this Use Agreement to the contrary notwithstanding, should either party commence an action against the other to enforce any obligation contained herein, the prevailing party shall be entitled to recover from the other reasonable attorney's fees, legal costs and necessary disbursements.

(D) If the City shall default in the performance of any obligation on City's part to be performed under this Use Agreement, for more than ten (10) days after notice thereof from RW to City, then RW shall have the option to terminate this Use Agreement and vacate the Premises without penalty. RW shall provide to City its intent to terminate this Use Agreement at least sixty (60) days in advance of desired termination date.

ARTICLE VI -- CASUALTY OR OTHER DESTRUCTION OF PREMISES

6.01. Damage and Destruction. If either the Building or the Premises should be substantially destroyed or damaged (which, as used herein, means destruction or material damage to at least 50% of the Building or the Premises) by fire or other casualty, then either party hereto may, at its option, terminate this Use Agreement by giving written notice thereof to the other party within thirty (30) days after the date of such casualty. In such event, Periodic Use Compensation shall be apportioned to and shall cease as of the date of such casualty. If neither party exercises this option, then the Premises shall be reconstructed and restored, at City's expense, to substantially the same condition as they were prior to the casualty; provided, however, that City's obligation hereunder shall be limited to the reconstruction of such of the RW interior improvements as were originally required to be provided by City in accordance with this Use Agreement and further provided that, if RW has made any additional improvements pursuant to Section 3.02 of this Use Agreement, RW shall reimburse City for the cost of reconstructing the same on terms satisfactory to City in its sole discretion. In the event of such reconstruction, Periodic Use Compensation shall be abated for any period between the date of the casualty and substantial completion of the reconstruction repairs by City during which the Premises are unusable (or abated on a pro rata basis if only a portion of the Premises is unusable) and this Use Agreement shall continue in full force and effect for the balance of the term hereof.

If the Building and the Premises should be less than substantially destroyed or damaged by fire or other casualty that does not result in a termination of the Use Agreement as provided for above, then such damaged part of the Premises shall be reconstructed and restored at City's expense, to substantially the same condition as they were prior to the casualty; provided, however, that City's obligation hereunder shall be limited to the reconstruction of such of the RW interior improvements as were originally required to be provided by City in accordance with this Use Agreement, and further provided that, if RW has made any additional improvements pursuant to Section 3.02 of this Use Agreement, RW shall reimburse City for the cost of reconstructing the same on terms satisfactory to City in its sole discretion. Periodic Use Compensation shall be abated to the extent the Premises are unusable (or abated on a pro rata basis if only a portion of the Premises is unusable) from the date of the casualty until

substantial completion of the reconstruction repairs by City; and this Use Agreement shall continue in full force and effect for the balance of the term hereof. City shall use reasonable diligence in completing such reconstruction repairs.

Notwithstanding anything else to the contrary contained in this Section 6.01, except for RW's reimbursement for the cost of reconstructing those improvements made by RW pursuant to Section 3.02 of this Use Agreement, City shall have no obligation to pay for restoration of the Premises more than the net amount of the insurance proceeds payable for the benefit of City by reason of such damage or destruction after deduction of City's cost of obtaining such proceeds and any amount any lender to City requires to be applied to such loan, provided that if because such proceeds plus any amount City voluntarily contributes are insufficient to restore the Premises substantially to the condition they were in prior to such casualty, subject to the limitations with regard to RW's additional improvements as set forth above, RW shall have the right to terminate this Use Agreement by written notice to City which is delivered within thirty (30) days after RW first becomes aware that such insufficiency exists.

ARTICLE VII – SUB-USES OR ASSIGNMENT

701. Sub-Use Agreement or Assignment. RW covenants and agrees that neither this Use Agreement nor the term hereby granted will be assigned, mortgaged, pledged or otherwise transferred (whether voluntarily or by operation of law, or otherwise), nor shall any part of the Premises be subjected to sub-use without the prior written consent of City, which consent will not be unreasonably withheld, but which consent, if given, may be subject to such terms and conditions as City considers reasonably necessary in order to protect its interest in the Premises and the Building, including but not limited to the following: That in the case of an assignment such assignee shall execute and acknowledge and deliver to City an agreement in a form and substance satisfactory to City whereby such assignee shall assume and agree to perform and to be personally bound by all the covenants, agreements, terms, and conditions of this Use Agreement on the part of RW to be performed and whereby such assignee shall expressly agree that the provisions of this Section 7.01 notwithstanding, such assignment and transfer, shall continue to be binding upon it with respect to future assignments and transfers; and that (i) in the case of a sub-use agreement of the entire Premises that City shall receive from RW one-half of the excess which such sub-user shall pay RW under the sub-use agreement, on a square footage basis, over that amount which RW is then currently obligated to pay City as annual Periodic Use Compensation pursuant to Section 2.01 above, on a square footage basis, and (ii) in the case of an assignment, one-half of all consideration paid for the assignment. In either event, RW shall continue to be liable to City under this Use Agreement for the terms and conditions to be complied with by RW.

If this Use Agreement is assigned, or if the Premises or any part thereof is subjected to sub-use or occupied by anyone other than RW, City may, after default by RW, collect Periodic Use Compensation from the assignee, sub-user, or occupant, and apply the net amount collected to the Periodic Use Compensation herein reserved but no such assignment, sub-use, occupancy, or collection shall be deemed a waiver by City of any of RW's covenants contained in this Use Agreement or a release of RW from the performance by RW of the covenants on the part of RW contained in this Use Agreement.

In no event shall RW or its employees or agents (i) advertise the availability of an assignment of Use Agreement or sub-use of space in public media at less than current Building periodic use compensation rates or (ii) enter into an assignment or sub-use agreement with (x) any other user in the Building or (y) any prospective user with whom City or its management agent is then negotiating.

City shall have the right to sell, transfer, or assign its interest hereunder, or any part thereof, without the prior consent of RW. Upon such sale, transfer, or assignment, RW shall attorn to such purchaser, transferee or assignee, without need for further documentation of such attornment and, if the transfer is of all of City's interest under this Use Agreement, City shall be released of all obligations hereunder accruing after such transfer. The foregoing shall apply to each successor and assign of the named City herein.

7.02. Option to Terminate. Notwithstanding anything contained in Section 7.01 above to the contrary, if at any time or from time to time during the term of this Use Agreement, RW desires to assign this Use Agreement or subject all of the Premises to a sub-use agreement, RW shall first notify City in writing of the proposed terms and conditions of the assignment or sub-use. Upon receipt of such notice or upon City becoming aware of an assignment or sub-use, if no such notice is given before it occurs, City shall have the option to terminate this Use Agreement for the Premises. Such option shall be exercisable by City in writing for a period of thirty (30) days after receipt of RW's notice of intent to assign or subject the Premises to a sub-use agreement or at any time after an assignment or sub-use without such prior notice.

If City elects to terminate this Use Agreement with respect to the Premises, this Use Agreement shall terminate with respect to the Premises on the date set forth in such notice from City which is not more than thirty (30) days following City's notice of the exercise of City's option. The parties shall thereafter enter into an Amendment to this Use Agreement evidencing such termination, but failure to enter into such Amendment shall not affect the preceding.

If City fails to exercise such option, and RW fails to complete the assignment or Sub-Use Agreement with the third party set forth in RW's notice to City within sixty (60) days thereafter in accordance with the terms of RW's notice to City, RW shall again comply with all the conditions of this Article VII as if the notice and option hereinabove referred to had not been given and received.

RW shall have the right to terminate this agreement at any time and for any reason, upon notification in writing to the City at least sixty (60) days in advance of desired termination date. The termination of the agreement will occur on the 60th day after the date the notice was provided to the City. At that point, the agreement will be null and void, and RW will not be bound by any portion of the agreement or bear any financial responsibility related to any Basic Use Period Compensation or Periodic Use Compensation Adjustments.

ARTICLE VIII -- EMINENT DOMAIN

8.01. Eminent Domain. In the event the Building or the Premises (or any part of the Premises) shall be taken by condemnation or the threat thereof for public purposes, this Use Agreement shall terminate as of the date possession is to be delivered to the condemning authority and all damages awarded for such taking or condemnation shall belong to and be the property of City, whether such damages shall be awarded as compensation for diminution in the value to RW's interest under this Use Agreement or to the fee of the Building or the Premises, or any of the land on which the Building is situated; however, RW shall be entitled to any portion of the award made for removal and reinstallation of RW's fixtures, and for the cost of RW's immovable fixtures, if any.

In the event that a portion of the Building shall be taken by condemnation or the threat thereof, but the Premises is not taken and RW shall be able to continue to utilize the Premises, this Use Agreement shall not terminate and shall continue upon its original terms and conditions. However, RW, may, at its option, terminate the Use Agreement due to partial condemnation of the building, so long as RW gives City notice of such termination within thirty (30) days after condemnation. In the event that RW gives such notice and terminates the Use Agreement, RW shall have thirty (30) days to vacate the premises during which time the Use Agreement shall remain in full force and effect and RW shall continue to pay all Periodic Use Compensation due and amounts payable.

In the event the Premises or any part thereof is taken by condemnation for the duration of an emergency or other temporary condition, then, notwithstanding anything hereinabove provided, this Use Agreement shall continue in full force and effect without any abatement of Periodic Use Compensation, but the amounts payable by the condemning authority with respect to any period of time prior to the expiration or sooner termination of this Use Agreement shall be paid to City and the condemning authority shall be considered a sub-user of RW. City shall apply the amount received from the condemning authority to Periodic Use Compensation due under this Use Agreement, net of costs to City for the collection thereof, and RW shall pay to City any deficiency between the amount thus paid by the condemning authority and the amounts of Periodic Use Compensation due hereunder, or City shall credit to future Periodic Use Compensation due from RW any excess of the amount of the award over the amount of the Periodic Use Compensation due hereunder.

ARTICLE IX -- GENERAL PROVISIONS

9.01. Notice. Any notices or demands required or permitted by law or any provision of this Use Agreement shall be in writing, and shall be completed by mailing such notice to the other party, or any agent designated by it to receive such notices by certified or registered mail return receipt requested, postage prepaid, at the addresses listed below or at such other or additional address or addresses as either party may hereafter designate in writing:

CITY: City of Pataskala
621 West Broad Street
Suite 2B
Pataskala, Ohio 43062
Attention: Timothy Hickin, City Administrator

With a copy to: Isaac Wiles
Attn: Brian M. Zets
2 Miranova Place, Ste. 700
Columbus, Ohio 43215

RW: Renew Wellness
287 W. Johnstown Rd
Columbus, OH 43230

901. Additional Parties Bound by Provisions. Any person, corporation, partnership, joint venture or other entity, purchasing or procuring by any means whatsoever any interest in this Use Agreement, shall be bound and limited to the provisions contained herein; provided, however, that no assignment by, from, through or under RW in violation of the provisions contained herein, shall vest in such assigns or other parties any right, title or interest whatsoever. For the purposes of interpreting this paragraph, City's mortgagee shall not be considered a party to this Use Agreement until such time as the mortgagee becomes the owner of the mortgaged Premises and stands in the position of City under this Use Agreement.

902. Word Genders and Numbers. Whenever words are used herein in any gender, they shall be construed as though they were used in the gender appropriate to the context and the circumstances, and whichever words are used herein in the singular or plural form, they shall be construed as though they were used in the form appropriate to the context and circumstances.

903. Topic Headings. Headings and captions in this Use Agreement are inserted for convenience and reference only, and in no way define, limit or describe the scope or intent of this Use Agreement, nor constitute any part of this Use Agreement, and are not to be considered in the construction of this Use Agreement.

904. Governing Law. This Use Agreement shall be subject to and governed by the laws of the State of Ohio, irrespective of the fact that one or more of the parties may be or become a resident of a different state.

905. Counterparts. This Use Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Use Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

906. Entire Agreement. This Use Agreement contains the entire understanding between and among the parties and supersedes any prior understanding or agreements between and among them respecting the subject matter. No changes, alterations, modifications, additions or qualifications to the terms of this Use Agreement shall be made or be binding unless made in writing and signed by each of the parties.

907. Recording. If either of the parties hereto desires to record this Use Agreement, City and RW agree to execute a Memorandum of this Use Agreement, which Memorandum of Use Agreement may then be recorded in the office of the County Recorder of Licking County, Ohio, at the cost of the party requesting such recording. If a Memorandum of this Use Agreement is recorded, RW and City agree that upon expiration or earlier termination of this Use Agreement, a notice of expiration or termination of this Use Agreement shall be executed by City and RW for recording purposes. If City prepares such a notice and RW refuses to sign such notice or if City cannot find RW after reasonable efforts to do so, City is appointed attorney in fact for RW to sign such notice on behalf of RW.

908. Holding Over After Term. If, with City's consent, RW holds possession of the Premises after the term of this Use Agreement, RW shall become a user of the Premises from month to month upon the terms herein specified, but at a Base Periodic Use Compensation rate equivalent to one hundred fifty percent (150%) of the then prevailing annual Base Periodic Use Compensation (on a square footage basis) paid by RW at the expiration of the term of this Use Agreement pursuant to all the provisions hereof, payable in advance on or before the first day of each month, and RW shall continue in possession until such tenancy shall be terminated by City or until RW shall have given to City thirty (30) days' written notice in advance of its intention to terminate such tenancy. Anything herein to the contrary notwithstanding, any holding over by RW without City's prior written consent shall constitute a default hereunder and shall be subject to all of the remedies provided for in Section 5.02 above, and City's right to damages for such illegal occupancy shall survive.

910. Laches and Waiver. Any failure of City to enforce rights or to seek remedies upon any default of RW hereunder, or the delay of said enforcement or the seeking of remedies shall not prejudice or affect the rights or remedies of City in the event of any subsequent default or attempted enforcement at a later date. No waiver of any condition or legal right or remedy shall be implied by the failure of City to declare forfeiture or for any other reason. Acceptance by City of less than all Periodic Use Compensation due hereunder shall not be construed as a waiver or release of RW with respect to the balance of such Periodic Use Compensation due and any notation on such payment or in any accompanying correspondence to the effect that acceptance of such amount waives or releases RW from payment of the balance shall be ineffective.

911. Estoppel Certificates. RW agrees to execute, acknowledge and deliver to City, upon the request of City, a statement in writing certifying that this Use Agreement is unmodified and in full force and effect (or if there have been modifications that the Use Agreement is in full force and effect as modified and stating the modifications) and the dates to which any Periodic Use Compensation or consideration due hereunder have been paid. In addition, RW agrees to furnish City, upon request, and after RW has taken possession of the Premises, a letter or certificate addressed to City's mortgage or financial institution, any prospective

purchaser of the Premises or any other person or entity requested by City, giving the following information or any part thereof requested by City:

(A) That the Premises have been completed on or before the date of such letter, and that all conditions precedent to the Use Agreement taking effect have been carried out (or stating specifically what items are not completed or what items have not been carried out);

(B) That RW has accepted possession, that the Use Agreement term has commenced, that RW is occupying the Premises, and that RW knows of no default under the Use Agreement by City (or stating specifically the defaults which RW knows exist);

(C) The actual Commencement Date of the Use Agreement and the actual Expiration Date of the Use Agreement, and any renewal options; and

(D) That RW's occupancy under this Use Agreement has commenced and the current annual and monthly Base Periodic Use Compensation being paid by RW.

If RW fails to deliver such Estoppel Certificate(s) to City within ten (10) days after it/they is/are requested, such failure shall constitute default under this Use Agreement by RW and, in addition to all other remedies available to City, RW shall pay to City the sum of \$1,000.00 per day for each day after the said ten (10) days until the Estoppel Certificate is delivered to City.

9.12. Brokerage. RW covenants and represents that it has negotiated this Use Agreement directly with **Timothy Hickin, City Administrator**, as agent for City, and **Anna Schott, Co-Owner**, as agent for RW, and has not acted by implication to authorize or authorized any other real estate broker or salesman to act for it in these negotiations.

9.13. Mortgage Subordination. This Use Agreement is subject to the lien or liens of any mortgages that have been or are hereafter placed upon any lands, buildings or improvements of which the Premises are a part and any and all renewals, replacements and extensions thereof. RW also agrees that any mortgagee may elect to have this Use Agreement be considered prior in right to its mortgage and, in the event of such election and upon notification by such mortgagee to RW to that effect, this Use Agreement shall be deemed prior in right to the said mortgage, whether this Use Agreement is dated prior or subsequent to the date of said mortgage. RW agrees that, upon the requests of City or any mortgagee named in such mortgages, it shall execute and deliver whatever instruments may be required for such purposes and to carry out the intent of this paragraph and will provide Estoppel Certificates as otherwise requested by City or such mortgagee. Failure to provide such other instruments or Estoppel Certificates will cause substantial injury to City and there will be a charge of \$1,000.00 per day after ten (10) days during which the other instruments or Estoppel Certificates are not delivered which charge shall be due and payable as and for Additional Periodic Use Compensation.

9.14. Surrender of Premises. Upon termination of this Use Agreement, whether by lapse of time or otherwise, or upon the exercise by City of the power to re-enter and repossess the Premises, without terminating this Use Agreement, as hereinbefore provided, RW shall at once surrender the possession of the same to City in good order and repair, ordinary wear

and tear and damage resulting from insured casualty excepted, and at once remove all of RW's property therefrom. Any damage done to the Premises as a result of RW's removal of its equipment, trade fixtures and/or other personal property, shall be promptly and properly repaired by RW. If RW fails to promptly and properly repair the Premises, City may do so, and the cost of such repair shall be paid by RW to City promptly after billing as Additional Periodic Use Compensation hereunder and such obligation shall survive termination of this Use Agreement.

9.15. Quiet Enjoyment. City hereby covenants and agrees that if RW shall perform all the covenants and agreements hereinbefore stipulated to be performed on RW's part, RW shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from City or any person or persons lawfully claiming the Premises.

9.16. Invalidity of Any Provision. The invalidity or unenforceability of any particular provision of this Use Agreement shall not affect the other provisions hereof, and this Use Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9.17. Force Majeure. In the event a party hereto shall be delayed or hindered or prevented in the performance of any obligations required under this Agreement by reasons of strike, lockouts, inability to procure labor or materials, failure of power, fire or other acts of God, restrictive governmental laws or regulations, riots, civil unrest, insurrection, war, disease, epidemic, pandemic or any other reason not within the reasonable control of such party (such events hereafter referred to as a "force majeure"), then the performance of such obligations shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of any such delay. Notwithstanding the foregoing, the occurrence of a force majeure shall not extend the time period for the payment of money.

ARTICLE X -- PARKING

10.01 Parking. Subject to the provisions which follow in this Section 10.01, during the term of this Use Agreement, parking shall be available to RW on a first come, first served basis. The foregoing shall not be construed as an agreement to provide reserved parking spaces or to guarantee that the parking lot at all times will have adequate parking for all Users of the Building and their employees and invitees.

IN WITNESS WHEREOF, City and RW have signed duplicate counterparts hereof on the day and year noted below.

[Signatures Appear on the Next Page]

CITY OF PATASKALA, OHIO

By: _____
Timothy Hickin, City Administrator

Approved as to form:

By: _____
Brian M. Zets, Law Director

RENEW WELLNESS, LLC

By: _____
Anna Schott, Co-Owner

STATE OF OHIO, SS
COUNTY OF LICKING

On this _____ day _____, 2023, before me personally appeared **Timothy Hickin, the City Administrator** of the City of Pataskala, an Ohio municipal corporation, the duly authorized contracting authority, who acknowledged that he did sign the foregoing Use Agreement, and that the same is his free and voluntary act and deed for the uses and purposes mentioned herein on behalf of such City as the duly authorized contracting authority of such municipal corporation.

This is an acknowledgement; no oath or affirmation was administered in relation to this notarial act.

Notary Public
My commission expires: _____

STATE OF OHIO, SS
COUNTY OF LICKING

On this _____ day of _____, 2023, before me personally appeared **Anna Schott, Co-Owner** of Renew Wellness LLC, a limited liability company, who acknowledged that she did sign the foregoing Use Agreement, and that the same is her free and voluntary act and deed for the uses and purposes mentioned herein on behalf of Renew Wellness, LLC.

This is an acknowledgement; no oath or affirmation was administered in relation to this notarial act.

Notary Public
My commission expires: _____

EXHIBIT SCHEDULE

EXHIBIT A – Premises

EXHIBIT B – Commencement Date Agreement

EXHIBIT C – Base Periodic Use Compensation Schedule

EXHIBIT D – Rules and Regulations

EXHIBIT E – Janitorial Services

EXHIBIT A

Premises

NOTE: Floor Plan not to scale.

EXHIBIT B

COMMENCEMENT DATE AGREEMENT

Agreement made this **1st day of January, 2024** between the City of Pataskala, a municipal corporation (hereinafter referred to as “City”), and **Renew Wellness, LLC** (hereinafter referred to as “RW”).

WHEREAS, City and RW entered into that certain Use Agreement dated **January 1, 2024** (hereinafter referred to as the “Use Agreement”), for certain Premises more particularly described therein (Capitalized terms used herein which are not defined herein have the same meaning as described to such terms in the Use Agreement);

NOW, THEREFORE, pursuant to the provisions of Section 1.02 of the Use Agreement, City and RW mutually agree as follows:

1. The Commencement Date of the term of the Use Agreement is **January 1, 2024**, and the Expiration Date of the term of the Use Agreement is **December 31, 2026**.

2. In the event the Premises is not habitable on the commencement date of January 1, 2024, due to a lack of internet service installation and other necessary technology services, the commencement date shall be adjusted to reflect RW’s actual occupancy of the Premises.

IN WITNESS WHEREOF, **Timothy Hickin, City Administrator for the City of Pataskala**, hereto has signed this Agreement this _____ day of _____, 2023.

IN WITNESS WHEREOF, **Anna Schott, Co-Owner**, hereto has signed this Agreement this __ day of _____, 2023.

CITY:
CITY OF PATASKALA

RW:
RENEW WELLNESS, LLC

By: _____ **By:** _____
Timothy Hickin, City Administrator **Anna Schott, Co-Owner**

EXHIBIT C

Base Periodic Use Compensation Schedule

Use Year	Square Footage	Rate per Useable Square Foot	Total Monthly Base Periodic Use Compensation	Total Annual Base Periodic Use Compensation
1-1-2024 - 12-31-2026	748	\$1.2064	\$902.36	\$10,828.34

EXHIBIT D

RULES AND REGULATIONS

RW agrees that it, its employees, agents, patrons and invitees, except with the written consent of City, will not:

1. Obstruct sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls or use them for any purpose other than ingress and egress to and from Building and the Premises.
2. Attach awnings or other projections to the outside of Building or attach blinds, shades, or screens in connection with any window, unless authorized by City in writing in its sole discretion.
3. Cover or obstruct windows or doors that admit light, or place bottles, parcels, plants or other articles on windowsills or convectors. Any blinds, shades or screens authorized by City in connection with any windows shall be maintained and used as authorized by City.
4. Inscribe, exhibit, paint or affix any advertisement, sign, notice or lettering on any part of the inside or outside of Building, unless authorized by City in writing.
5. Use water closets, toilet rooms and fixtures or other water and plumbing apparatus for any purpose other than that for which they were constructed, or throw sweepings, rubbish, rags or other substances therein or wastewater.
6. Strip, overload, mark, drill or cut into or in any way deface any part of Premises or Building, or lay linoleum or other floor covering other than carpet, unless approved by City, in writing.
7. Bring into or keep in the Premises or building, bicycles, vehicles, animals or birds of any kind, or permit the use of any part of Premises for manufacturing, storage of merchandise for sale or resale, or for the possession, storage, manufacturing or sale of liquor, narcotics or other illegal substances.
8. Bring into or keep in the Premises any flammable combustible or explosive material; do anything which will increase the danger of fire, make void or voidable any insurance on the Building, or result in an increased or extra premium for such insurance; or permit any objectionable odors from cooking or otherwise to emanate from the Premises.
9. Make unseemly or disturbing noises or disturb or interfere with the other occupants of Building by any means or in any way or throw anything out of doors or windows or down passageways, stairways or shafts.
10. Place additional locks or bolts on doors or windows or change existing locks or bolts or the mechanism thereof. The doors to the Premises shall be kept closed at all times except as they are used for ingress and egress.

11. Move furniture or equipment into or out of Premises, except at such times as City may from time to time designate or place and maintain business machines and mechanical equipment in settings insufficient, in City's judgment, to absorb or prevent vibration, noise and annoyance.
12. City reserves the right to inspect any supplies or freight being brought into the Building and to exclude anything from the Building which violates the Use Agreement or these Rules and Regulations or which City finds to be reasonably objectionable.
13. Advertise in any way which, in City's opinion, tends to impair the reputation of Building or its desirability as an office building.
14. Use hand trucks, except those equipped with rubber tires and side guards.
15. Smoke tobacco or other substances in the Building or in or on any Common Area which is not designated by City as a smoking area.
16. Use the Premises or any portion of the Building or the Common Areas for the manufacture or sale in the ordinary course of business, or for the sale at auction, of merchandise, goods or property of any kind.
17. Use any portion of the Premises or any portion of the Building or the Common Areas for lodging or sleeping or for any immoral or illegal purposes.

RW agrees that:

1. Any signs requested by RW after the effective date of the Use Agreement shall be handled as follows: signs near interior doors shall be of such order, size and color as approved by City, and shall be installed by City or persons approved by it, at such places as shall be designated by City and at the expense of RW.
2. All additional names, which RW may desire to be posted on the directory of the Building, in excess of one name per RW must first be approved by City, and if so approved, will be installed by City at the expense of the RW.
3. Upon the termination of tenancy, all access cards and keys are to be returned to City. In the event of the loss of any building access cards or keys furnished by City, RW shall pay City the replacement cost thereof.
4. All replacement lamps, bulbs and tubes used in lighting fixtures in the Premises will be made at the expense of City.
5. Requirements of RW shall be attended to only upon application to the Building Manager, and employees of City shall not perform any work or do anything outside of their regular duties, unless under special instructions from the Building Manager.
6. RW will assist in the prevention of canvassing, soliciting and peddling in Building.

7. City may require all persons, including users, their employees, agents, patrons and invitees, entering or leaving building outside of the normal hours of the Building or at other times when City deems it to be appropriate to sign the register of the security personnel.
8. RW assumes full responsibility for protecting the Premises from theft.
9. City may from time to time rescind any of the Rules and Regulations and may make such other and further rules and regulations as in City's judgment may be necessary or desirable for the safety and care of the Premises and the Building and for the preservation of good order therein, but RW will be bound thereby only after written notice thereof.

EXHIBIT E

Cleaning and Janitorial Services

4892-5107-8727.1