

FACILITY AND EQUIPMENT USE AGREEMENT

THIS FACILITY AND EQUIPMENT USE AGREEMENT (this "Agreement") is made and entered into effective the first day of September 1, 2013 ("Effective Date"), by and between **Heisel and Associates, Inc.**, ("Lessor") and, **Turnstyle Creative, LLC** ("Contractor").

WITNESSETH:

WHEREAS, Lessor has professional office facilities and Contractor provides counseling services ("Counseling");

WHEREAS, Contractor desires to use a portion of the professional office facilities and office equipment of Lessor on a part-time basis; and

WHEREAS, Lessor has agreed to provide such facilities and equipment to Contractor subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained below, the parties hereby agree as follows:

A G R E E M E N T:

1. Term. This Agreement shall commence on the Effective Date and shall continue for one year.
2. Facilities and Equipment. Subject to the terms and conditions hereof, Lessor shall make available to Contractor and Contractor shall be entitled to use the following: (a) an office referred to as Suite 212, located at 10921 Reed Hartman Highway, Cincinnati, Ohio 45242, approximately 12 feet by 14 feet (the "Office") and the waiting room, and other common areas adjacent to the Office (collectively, the "Facilities"); and (b) the furniture and office equipment located in the Facilities specified on Exhibit A attached hereto (the "Equipment").
3. Use of Facilities and Equipment. Contractor shall be permitted to use the Facilities and Equipment pursuant to a schedule agreed upon by Contractor and Lessor and attached hereto as Exhibit B, involving three (3) days per week, each week of each month during the Term. Contractor shall occupy the Facilities and use the Equipment for the purposes of providing Counseling services only. Contractor shall have exclusive use of the Office, and no persons other than Contractor and Contractor's patients or clients shall be entitled to use the Office during the times specified in the schedule. The Waiting Room, Restrooms and other common areas adjacent to the Office shall be available for Contractor's use on a non-exclusive basis.
4. Insurance; Damage to Facilities.
 - a. Insurance. In addition to the insurance required by Section 10 of this Agreement, Contractor shall carry comprehensive general liability insurance covering its acts in and use of the Facilities and Equipment hereunder with minimum coverage limits of at least One Million Dollars (\$1,000,000) per occurrence with an annual aggregate limit of at least One Million Dollars (\$1,000,000). Contractor shall maintain its own insurance covering any items or personal property that Contractor or Contractor's patients, or clients bring on to the Facilities, and Lessor shall have no liability for any damage, destruction, or loss to such items or personal property.
 - b. Damage to Facilities. If the Facilities or any portion thereof is materially damaged by fire, flood, or other casualty, either party may terminate this Agreement upon ten (10) days' advance