

STATE OF OHIO LEASE

This is a lease (hereinafter referred to as "Lease"), made effective July 1, 2016, of real property owned, in fee simple, by the State of Ohio, through its Department of Administrative Services, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395 (hereinafter referred to as "Lessor"), and The City of Toledo, a municipal corporation and political subdivision of the State of Ohio, duly formed and existing under the laws of the State of Ohio and having its principal place of business located at 1 Government Center, Toledo, Ohio 43604 (hereinafter referred to as "Lessee"), pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

The parties hereby agree as follows:

I. USE OF THE LEASED PREMISES.

A. In consideration of the rents, covenants and stipulations to be paid, performed and observed by Lessee and upon the terms and conditions herein specified, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby leases from Lessor, space in the building located at 1 Government Center, Toledo, Ohio 43604 (the "Building"), containing 179,082 square feet of office space, as shown in the floor plan on Exhibit "A" which is attached hereto and hereby made a part hereof, together with the non-exclusive right to use 210 parking spaces of which 27 shall be designated as disabled parking and the exclusive right to use 18 parking spaces in the parking lot located at 1 Government Center, Toledo, Ohio 43604. Said office space, storage space and/or parking are referred to hereinafter, collectively, as the "Leased Premises", with further reference to File No. 7848 on file in the offices of the Ohio Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395. The Leased Premises shall only be used for general office use and/or storage and such other lawful uses as may, from time-to-time, be deemed desirable by Lessor.

B. Lessor hereby grants, for the term of this Lease, to Lessee and its agents, employees, contractors, and invitees, a revocable non-exclusive right to use, pass over, enter and occupy the areas deemed as common areas (hereafter referred as "Common Areas"), such right to be exercised reasonably and jointly with all other tenants occupying the Leased Premises. Lessor reserves the right to limit usage of Common Areas.

C. Security and access to the Building and Leases Premises shall be coordinated and controlled by the Lessor's Office of Properties and Facilities, through building management of the Building which from time-to-time may require Lessee and its agents, employees, contractors, and invitees to be escorted into and through the Building.

D. With 365 days prior notice, the parties may initiate discussions to review the amount of square footage leased by Lessee in the Building. If an adjustment to leased square footage is requested, the parties agree to use reasonable efforts to accommodate the request taking in to consideration the financial and operational impacts on the Building's sustainability. The rent will be recalculated to reflect any adjustment in leased space. Any negotiated adjustment in leased space shall be documented through a lease amendment or a new lease.

II. INITIAL TERM.

To have and to hold the Leased Premises for a term of five (5) years, with any appurtenances thereunto belonging, for and during the full term commencing July 1, 2016 (the "Commencement Date") and expiring on June 30, 2021 (the "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraphs XVII and XIX hereof (said time period is hereinafter referred to as the "Initial Term").

III. BASE RENT.

For the first year of the initial term of this Lease, Lessee shall pay for the use of the Leased Premises a Base Rent not to exceed One Million Six Hundred Two Thousand Seven Hundred Eighty-Three and 90/100ths Dollars (\$1,602,783.90 or \$8.95 per square foot). The Base Rent shall increase by no more than one percent each year over the remainder of the initial term, and for each year of the two Renewal Terms set forth in Article IV, as may be exercised. As set forth in Paragraph V, below, the Lessor may charge Additional Rent in the form of a pro rata share of the amortized costs of all new capital improvements completed for the benefit of the facility. Total annual rent shall be payable in equal quarterly installments (first year example: Four Hundred Thousand Six Hundred Ninety-Five and 98/100th Dollars (\$400,695.98)) on or before the 15th day of the second month of each calendar quarter, at Lessor's office designated below or such other place as may, from time-to-time, be designated by Lessor. Payment shall be made payable to "Treasurer, State of Ohio".

The annual amount of the Base Rent may be recalculated by Lessor not more frequently than once each year in order for Lessor to make any adjustments required to be made by state or federal law. If there is an adjustment needed, the difference in the amount of the annual Base Rent noted above and the adjusted Base Rent will be credited to Lessee, and be reflected in the invoice, for Base Rent for the first quarter of the next succeeding fiscal year.

IV. RENEWAL TERMS.

Provided that Lessee is not then in default of its obligations to pay the rents reserved hereunder and the performance of and its covenants set forth herein, Lessee shall have the option to renew this Lease for up to two (2) successive and continuous terms of five (5) years each (the "Renewal Terms") upon the same terms and conditions as are set forth herein except that the Base Rent during said Renewal Terms shall be as follows:

<u>Renewal Term</u>	<u>Annual Rent</u>
7/01/21 to 6/30/26	To Be Determined by Lessor's Office of Finance
7/01/26 to 6/30/31	To Be Determined by Lessor's Office of Finance

Lessee may exercise each of Lessee's Renewal Terms by giving written notice to Lessor not less than one hundred eighty (180) days prior to the expiration of the applicable term of this Lease. Any reference in this Lease to the "term of this Lease" shall include the Renewal Terms.

V. ADDITIONAL RENT.

As referenced in Paragraph III, above, the Lessor may charge Additional Rent to the Lessee as a pro rata share of the amortized costs of all new capital improvements completed for the benefit of the facility. The amount of this additional rent shall be determined based on its applicability for the ensuing July 1st through June 30th term, and shall be communicated in writing to the Lessee prior to the beginning of the term during which it will be charged.

During the term, July 1, 2016 through June 30, 2017, Lessee shall pay as additional rent the cost of seventeen (17) parking spaces, billed to Lessee quarterly in the amount of Four Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$4,875.00). Thereafter, annual periods starting July 1, 2017 through June 30 of the following year through the expiration of this Lease, additional rent to cover the cost of seventeen (17) parking spaces shall be calculated and billed to Lessee quarterly.

VI. PLANS AND SPECIFICATIONS/CONSTRUCTION OF IMPROVEMENTS.

Lessee may improve and/or alter, upon prior written consent by Lessor, any structures or other improvements Lessee considers appropriate to carry out the purpose set forth herein. Any improvements and/or alterations placed on the Leased Premises by Lessee during the term of this Lease shall be at Lessee's sole expense.

Lessee shall cause the improvements and/or alterations to be conducted using Lessor's current tenant improvement project process and its related policies and procedures, and completed free and clear of any liens, claims or mechanic's liens against the Leased Premises or the Improvements, and Lessee shall be responsible for the defense of any such claims or mechanic's liens and/or be responsible for any expenses incurred in connection therewith including but not limited to damages, interest, court costs and reasonable attorney fees.

Improvements shall be constructed in accordance with plans and specifications approved in advance by Lessor, and shall be constructed in accordance with all applicable building codes and in accordance with State and construction industry standards and practices. During the course of construction of the improvements, Lessee shall permit Lessor the right, but not the obligation, to observe the progress and quality of the construction. In conjunction herewith, Lessee and Lessee's contractors shall meet with Lessor and its agents as often as Lessor deems necessary to discuss the status of said work. Any such observations or participation in such discussions by Lessor or its agents shall not be deemed to be a certification by Lessor as to the fitness of the construction of the Improvements, nor shall the same give rise to any cause of action in favor of any third parties. Lessee shall also cooperate with Lessor during the course of the construction by utilizing any construction requirements and guidelines implemented by Lessor.

VII. WASTE/RETURN OF LEASED PREMISES.

Lessee shall not commit or suffer any waste on the Leased Premises. Upon the expiration of any term of this Lease or upon an earlier termination hereof, Lessee shall surrender possession of the Leased Premises in substantially as good a condition as the same existed at the Commencement Date, except for:

- a) damage from fire or natural elements;
- b) circumstances beyond the control of Lessee;
- c) reasonable use and normal wear and tear, depreciation and decay; and
- d) Lessee Improvements and any alterations, fixtures, additions, structures, or signs placed or erected upon the Leased Premises by either Lessor or Lessee after the Commencement Date.

However, if Lessee desires to remove the Improvements and/or any of the items set forth in the above paragraph, Lessee shall pay Lessor to remove said Improvements and shall be responsible for paying Lessor to repair all damage caused in the course of any such removal.

VIII. QUIET ENJOYMENT.

Lessor represents that it is the lawful owner of and has good right and full power to lease the Leased Premises to Lessee. Upon Lessee's payment of the rentals herein reserved, Lessor will defend the title of Lessee against any and all claims whatsoever, and further represents that Lessee shall, at all times during the term of this Lease, peaceably have, hold and enjoy the Leased Premises, so long as Lessee shall not be in default or in breach of this Lease. The condition of the Leased Premises must meet with the requirements of the Department of Administrative Services and to the satisfaction of the Director of Administrative Services.

IX. COMPLIANCE WITH LAWS.

A. Lessee agrees that the Improvements made pursuant to this Lease will be treated as public improvements under Chapter 4115 of the Ohio Revised Code, and that the "prevailing wage" will be paid if the cost of those improvements exceeds \$75,000.00 or the current amount set by the Ohio Department of Commerce in accordance with Section 4115.034 of the Ohio Revised Code.

B. Lessee and Lessor shall not place, hold or dispose of any hazardous materials (as defined below) on, under or at the Leased Premises, and Lessee and Lessor shall not use the Leased Premises as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. Lessee and Lessor shall not cause or allow any asbestos to be incorporated into any improvements or alterations which either of them makes or causes to be made to the Leased Premises. For purposes of this lease "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, The Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material. Lessee may terminate this Lease immediately if a pre-existing hazardous condition is found to exist within the Leased Premises which Lessee considers to be dangerous to its employees, agents or invitees.

X. LESSOR'S DUTIES/SERVICES.

Lessor shall, as property operating costs and expenses, perform or provide the following services required to be performed or provided in regard to the entire Leased Premises:

- a) Maintain in a good state of repair or working order the Leased Premises, including, but not limited to, exterior walls, roof, structural portions of the Building, windows, entrance doors, fire escapes, sprinkler systems and controls, heating, venting and air conditioning systems, inside stairways and elevators, and electrical and plumbing facilities so that Lessee may conduct its business therein at all times. In addition, Lessor shall provide, at Lessor's expense, the janitorial services.
- b) Assume liability for plate glass breakage not caused by Lessee and replace same.
- c) Provide passenger and freight elevator service to the Building.
- d) Provide water to the Building; pay all utility costs, except data, internet, and telephone services provided to the Leased Premises.
- e) Provide and maintain heating and air conditioning at 68°F - 74°F uniformly throughout the Leased Premises regardless of outside temperatures, subject only to governmental energy conservation controls.
- f) Make all repairs to and perform all maintenance required for the Leased Premises.
- g) Provide uniform diffused fluorescent or LED lighting of 70 foot-candles at desktop height at all workstations. This service shall include replacing light bulbs as needed.
- h) Provide complete preventive maintenance for the Leased Premises' mechanical systems.
- i) Provide and maintain landscaping and landscape services for all unpaved areas of the Leased Premises.
- j) Provide for the extermination of, and keep the Leased Premises free from, infestation of rodents, pests, and other vermin.

k) Provide refuse disposal.

XI. INSPECTION.

Lessee shall permit Lessor or its agents, upon notice, to enter upon the Leased Premises to examine same or to make such repairs or construct such improvements as may be necessary to eliminate hazards to the health and safety of the occupants and the general public, or to make any other repair or maintenance required hereunder. Provided, however, that Lessor may immediately enter upon the Leased Premises for the purpose of making emergency repairs but shall promptly give notice to Lessee of any such entry.

XII. LESSEE'S DUTIES.

Lessee shall perform or provide the following:

- a) Payment of all rentals as they become due;
- b) Abide by such reasonable rules and regulations promulgated in writing by Lessor to assure the proper operation of the Leased Premises, provided such rules and regulations are not inconsistent with the terms of this Lease.
- c) Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or municipal governments relating to Lessee's use and occupancy of the Leased Premises.
- d) Pay for all telephone, internet, or other data services furnished to the Leased Premises.

Lessee shall not make any changes, alterations or additions in the Leases Premises, without first obtaining the express written consent of Lessor. All such changes, alterations or additions approved by the Lessor shall be made using Lessor's current tenant improvement project process and its related policies and procedures which could become the property of the Lessor, if Lessor so desires, at the termination of this Lease.

Lessee shall report all needed repair to Lessor as soon as said needed repair comes to the attention of Lessee. Failure to timely report needed repair to Lessor may result in Lessee becoming financially responsible for any additional repairs and damages to the Building and Leased Premises.

Lessee shall be responsible for all repairs of damage to the Leases Premises caused by the misuse or neglect by Lessee.

Lessee shall be financially responsible for all repairs not covered under Lessee's insurance of the Leased Premises, when applicable.

Lessee shall be responsible for the removal and disposal of all personal property and furniture from the Leased Premises.

XIII. LESSEE'S ALTERATIONS/REPLACEMENT.

Lessee may request from Lessor, from time-to-time, such other and further additions or alterations to the Leased Premises or to replace the Improvements or any part thereof with such other structures or equipment as Lessee may deem desirable.

Any change to the Leased Premised requires Lessor's prior written approval, which approval shall not

be unreasonably withheld or delayed. Lessee shall be financially responsible for all additions and alterations to the Leased Premises.

XIV. LIABILITY.

Lessor acknowledges Lessee is a governmental agency and is not legally permitted under state law to contractually agree to indemnify Lessor for actions arising under this Lease. However, Lessee agrees to be responsible for any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Lessee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Lessee's occupation and use of the Leased Premises. Lessee shall investigate, handle and respond to any and all third-party claims pertaining to Lessee's use, operation, maintenance or repair of the Leased Premises. Lessee shall not hold Lessor responsible for any damage to or loss or theft to the Leased Premises or other property of Lessee that may from time to time be located in the Leased Premises, no matter how caused.

The provisions of this Paragraph XIV shall survive the expiration or termination of the term of this Lease.

XV. INSURANCE/DESTRUCTION OF THE LEASED PREMISES.

Lessee shall at all times during the term of this Lease, maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Leased Premises. To protect Lessor's interest, Lessee shall provide written proof (which is acceptable to Lessor) to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a material breach of this Lease.

XVI. EMINENT DOMAIN.

If the Leased Premises is taken in any appropriation proceedings or by any right of eminent domain, this Lease shall terminate from the time when possession of the Leased Premises is taken for public use. Such taking shall not operate as, or be deemed, an eviction of Lessee or a breach of Lessor's covenant of quiet enjoyment. Lessee shall pay all rent due and perform and observe all other covenants, up to the time when possession is surrendered by Lessee. Neither party hereto shall have a right of claim against the other for damages or participate in the amount of compensation awarded to the other party. However, Lessor agrees to immediately notify Lessee at the time such appropriation proceedings are initiated against Lessor so that Lessee shall be afforded the opportunity to participate in such proceedings in order to obtain compensation for its damages.

XVII. TERMINATION.

This Agreement may be terminated by Lessor upon ninety (90) days' written notice given to Lessee. On or before the date stated in such notice of termination, Lessee shall remove, or cause the removal of all component parts of the Improvement, at its own cost and expense and if Lessor so requests. Lessee shall have no claim against State for the value of any unexpired portion of the original term of this Lease. Upon termination of this Lease, Lessor shall have the immediate right to re-enter and repossess all or any portion of the Leased Premises.

This Lease may be terminated at any time by Lessee upon Lessee delivering ninety (90) days' written

notice to Lessor setting forth the date Lessee intends to terminate.

Upon either the voluntary termination of this Lease, or the end of the term hereof, Lessee shall remove all of Lessee's Improvements prior to termination, and shall return the Leased premise to its original condition, unless otherwise agreed to in writing by Lessor. Lessee's obligations hereunder shall continue until such time as the Improvements are fully removed and the Leased Premises fully repaired as required herein, notwithstanding the stated date of termination in the notice provided by Lessee, or in the Lease, but failure to remove the Improvements shall not be considered an extension of the term of the Lease. No portion of any consideration paid pursuant to the terms of the Lease will be refunded to Lessee.

XVIII. ASSIGNMENT AND SUBLETTING.

This Lease may not be assigned, sublet or transferred, in whole or in part, by Lessee without the prior written consent of Lessor, which consent may be withheld for any reason. Should consent to any such assignment, subletting or transfer be granted, such assignment, sublease or transfer shall not relieve Lessee of its obligations and duties under the terms, covenants and conditions of this Lease. Any assignee, sub-lessee or transferee shall expressly assume, and by reason of such assignment, sublease or transfer shall be deemed as having assumed, all of the obligations and duties of Lessee hereunder.

XIX. DEFAULT.

A. By Lessee. In the event that:

- (1) Lessee shall fail to pay an installment of rent or any portion thereof, or any of the other charges required to be paid by Lessee under this Lease, when the same shall become due and payable and the same shall remain unpaid for a period of thirty (30) days after the date of written notice thereof from Lessor; or Lessee shall be in material default of any other terms or provisions of this Lease and shall so remain for a period of sixty (60) days after the date of Lessor's written notice to Lessee of such default, by written notice; then Lessor may give written notice to Lessee to terminate this Lease effective upon the date specified in such notice, which such termination date shall not be less than thirty (30) days after the date of such termination notice. Upon the date specified in said notice of termination, the term of this Lease shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.
- (2) However if such default cannot reasonably be cured within the required period above, then Lessee shall not be deemed in default so long as it promptly commences and continues in good faith to cure such defaults within the required period and diligently pursues such curing thereafter.
- (3) Upon termination of this Lease, Lessor shall have the immediate right to re-enter and repossess the Leased Premises with or without due process of law.
- (4) Upon the termination of this Lease by reason of the happening of any event of default specified hereinabove, or upon Lessor recovering possession of the Leased Premises in the manner or under any of the circumstances herein mentioned, Lessee shall pay to Lessor any rents past due plus the remaining rents required to be paid by Lessee up to the Expiration Date of this Lease.

B. By Lessor. In the event that:

- (1) Lessor is in material default of any terms or provisions of this Lease and shall so remain for a period of thirty (30) days without cure after Lessor's receipt of Lessee's notice to Lessor of such default, then Lessee may give notice of termination to Lessor upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice. Upon the date specified in said notice of termination, the term of this Lease shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.
- (2) At its option, subsequent to the cure provision in Article XIX B(1), Lessee may resolve Lessor's default (or have the default resolved by others) and deduct the cost thereof from the Base Rent payable hereunder.
- (3) Notwithstanding Lessee's election under (1) or (2) of this Paragraph B, Lessee shall nonetheless be entitled to pursue any and all rights it may have at law or in equity.

XX. LESSEE'S PROPERTY.

Lessor shall not be liable for any claims, injuries or damage to any persons or property resulting from fire, explosion, any falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Leased Premises including pipes, appliances, plumbing, roof, or by dampness, or by any other cause whatsoever unless the same results from Lessor's negligence as determined by a court of competent jurisdiction.

XXI. FORCE MAJEURE.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, terrorism, or other reason not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay. Except as otherwise provided in this Lease, the provisions of this Article shall not operate to excuse the prompt payment of the rents or any other payments required by the terms of this Lease.

XXII. NOTICES.

All notices, demands, requests, consents, approvals, and other instruments required to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given when: 1) hand delivered, 2) sent by certified mail, return receipt requested, postage prepaid, 3) if certified mail is either refused or unclaimed, then by regular U.S. Mail, 4) by overnight delivery service with receipt (Airborne, Fed Ex, UPS, etc.), or 5) by fax or email, followed by one of the other methods of delivery described herein; fax or email delivery shall be deemed to be on the date of receipt of the fax and the parties hereto agree that a fax or email with confirmation shall be adequate proof of receipt:

with respect to Lessor, addressed to:

Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road

Columbus, Ohio 43228-1395
Attention: Administrator
Fax #: (614) 728-2400

with respect to Lessee, addressed to:

The City of Toledo
1 Government Center
Toledo, Ohio 43604
Attention: Mayor of Toledo
419-245-1001; Fax: 419-245-1090

Lessor and Lessee each shall have the right from time-to-time to specify changes to its street address, fax number, or email address for purposes of this Lease any other address or number in the United States of America upon giving written notice thereof to the other parties hereto, as provided herein.

XXIII. MISCELLANEOUS PROVISIONS.

If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law.

All rights and remedies of Lessor enumerated in this Lease shall be cumulative and, except as specifically contemplated otherwise by this Lease, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Lease.

This Lease may not be amended, changed, modified or discharged except by a writing signed by duly authorized representatives of both Lessor and Lessee.

This Lease, and any amendment or addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving the effect to any conflicts or choice of laws principles which otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this Lease or the subject matter hereof shall be brought and enforced exclusively in a court of competent jurisdiction in Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this Lease shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by Lessor from Lessee or others after the giving of any notice of default, or after the termination of this Lease, or after the commencement of any suit, shall reinstate, continue, or extend the term of this Lease, or affect any such notice, demand, or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

The representations, warranties, covenants, indemnities and agreements of the parties contained in this Lease shall survive the expiration or termination of the term of this Lease and shall be and continue in effect notwithstanding the fact that Lessee may waive compliance with any of the other provisions of this Lease.

The words "Lessor" and "Lessee," wherever used in this Lease, shall include the successors and assigns of Lessor and Lessee, respectively.

The headings to the various Articles and Exhibits to this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of this Lease.

This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Both Lessor and Lessee each covenant and warrant to the other that it is possessed of sufficient legal authority to execute, enter into and observe all the terms and conditions set forth in this Lease.

This Lease and attached exhibits constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this Lease shall not be valid unless made in writing and signed by both parties.

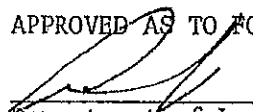
XXVII. XXIV. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

If applicable, Lessee certifies that neither Lessee nor any of Lessee's partners, officers, directors, shareholders, nor the spouse of any such person, have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

If applicable, Lessee certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives effective the date first written above.

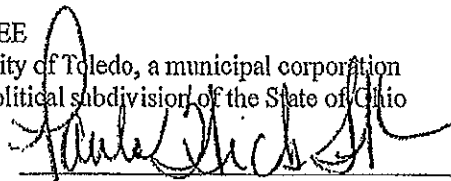
APPROVED AS TO FORM:


Department of Law 9/7/17

LESSEE

The City of Toledo, a municipal corporation and political subdivision of the State of Ohio

By:



Title: The Mayor of Toledo

ACKNOWLEDGMENT

State of Ohio, Lucas County, ss:

On this 7 day of September, 2017, before me personally appeared Paula Hudson-Hicks, known to me to be the Mayor of Toledo, a municipal corporation and political subdivision of the State Ohio, who acknowledged that she executed the foregoing Lease, that the same is her free and voluntary act

and deed, and that she is duly authorized to enter into this Lease for and on behalf of the municipal corporation and political subdivision of the State of Ohio.



[Signature]
Notary Public, State of Ohio
My Commission Expires 8/9/2020

LESSOR
The State of Ohio
By: [Signature]
John R. Kasich
Governor of Ohio

By: Robert Blair / G.S.Y.
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this 12 day of October, 2017 before me personally appeared Erik Yassenoff, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is her/his own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services



ASHLEE M CAVITT
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
12-23-2020

Ashlee M. Cavitt
Notary Public, State of Ohio
My Commission Expires 12/23/2020

APPROVED AS TO FORM:

Ohio Attorney General

By: [Signature] Date: 10/4/17
Jessica B. Tom, Senior Assistant Attorney General

This State of Ohio Lease Agreement prepared by:
Ohio Department of Administrative Services
General Services Division

Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

EXHIBIT "A"
FLOOR PLAN(S) OF LEASED PREMISES

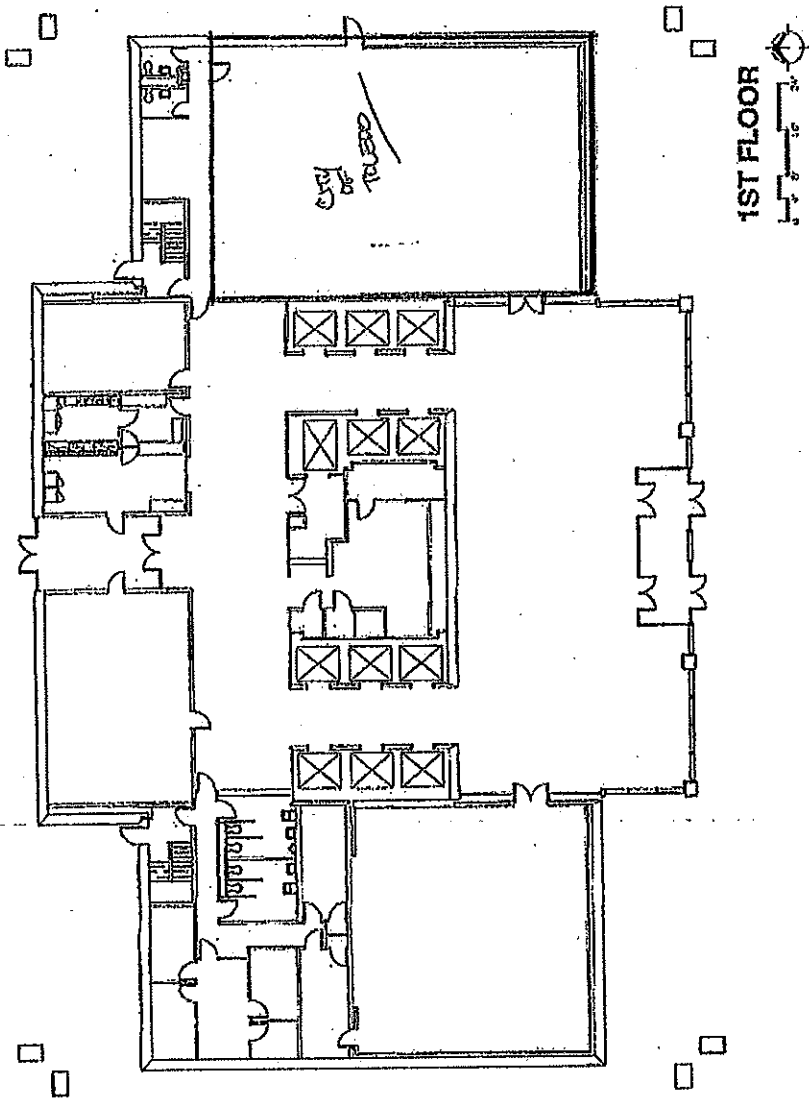


EXHIBIT "A" Continued

FLOOR PLAN(S) OF LEASED PREMISES

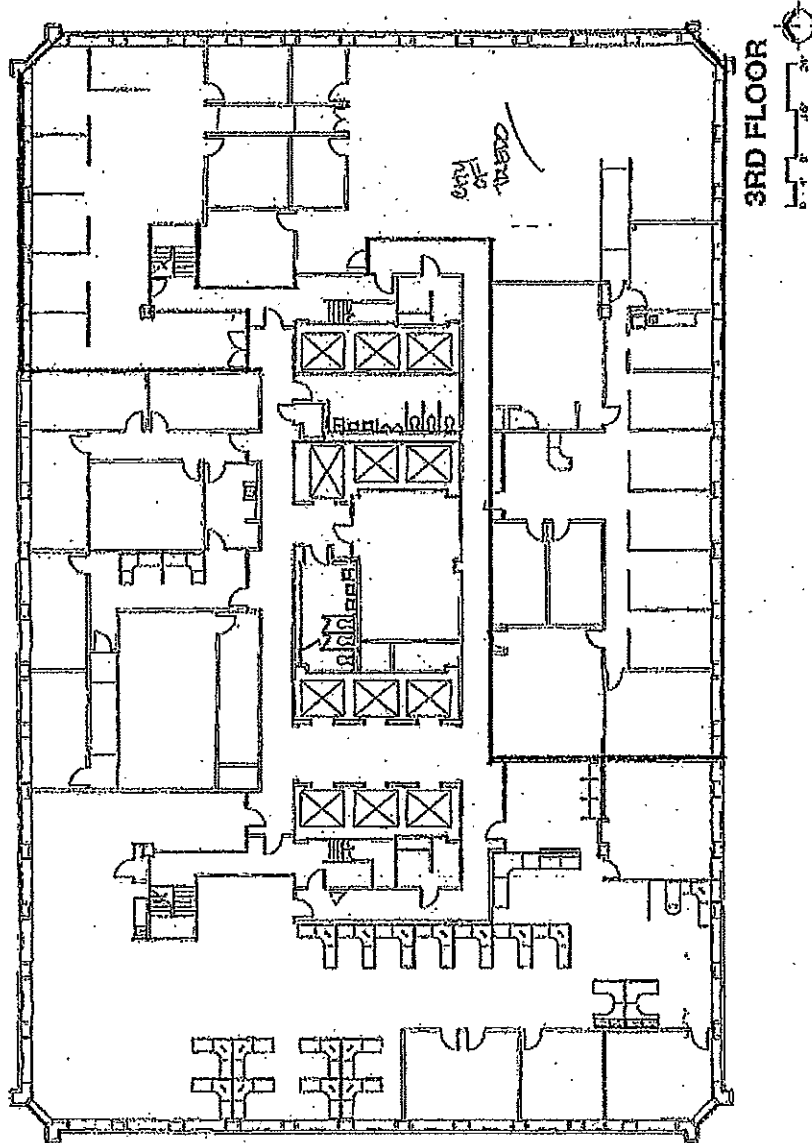


EXHIBIT "A" Continued

FLOOR PLAN(S) OF LEASED PREMISES

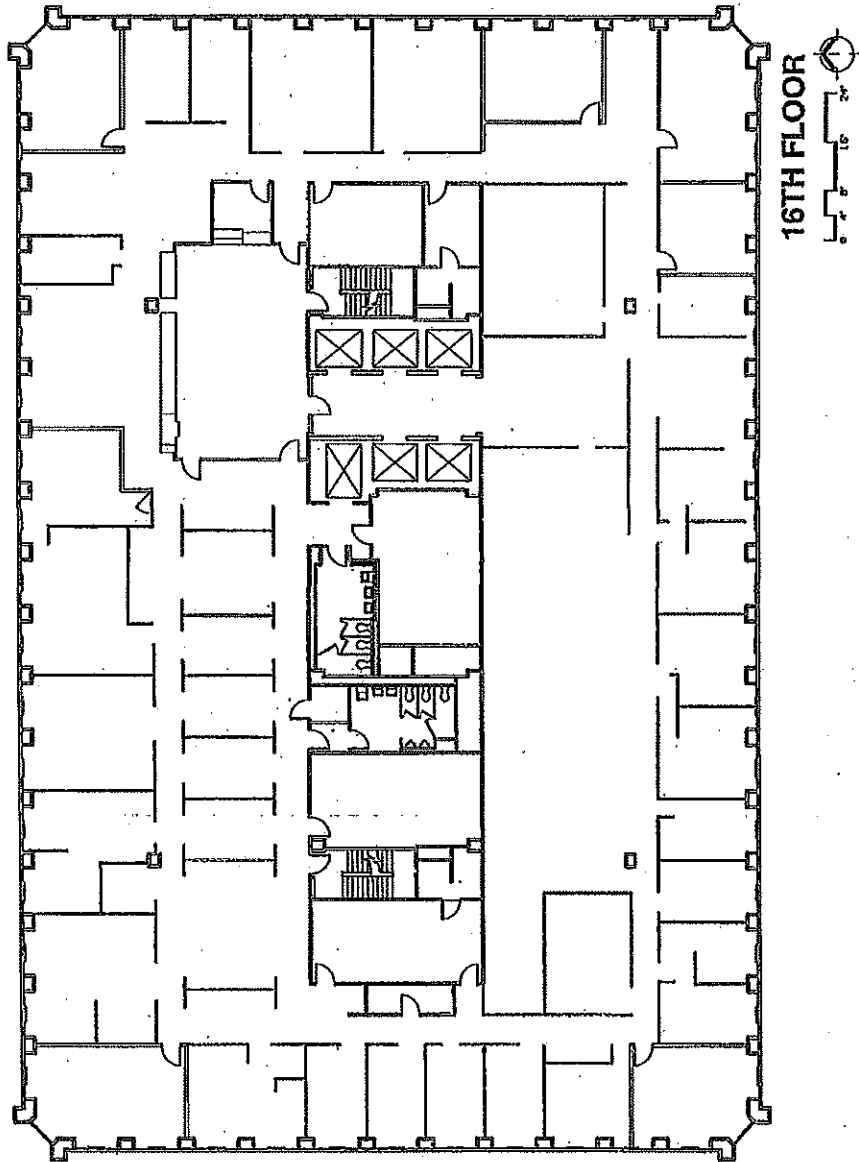


EXHIBIT "A" Continued

FLOOR PLAN(S) OF LEASED PREMISES

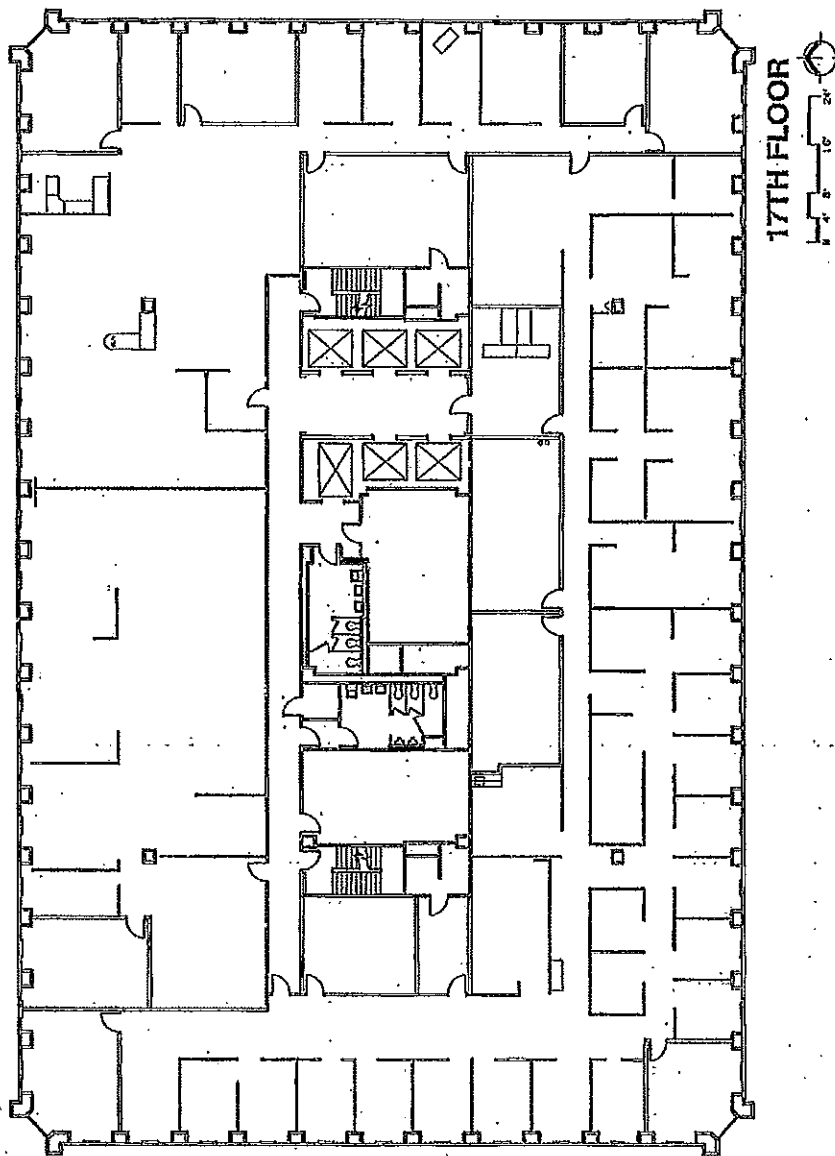


EXHIBIT "A" Continued

FLOOR PLAN(S) OF LEASED PREMISES

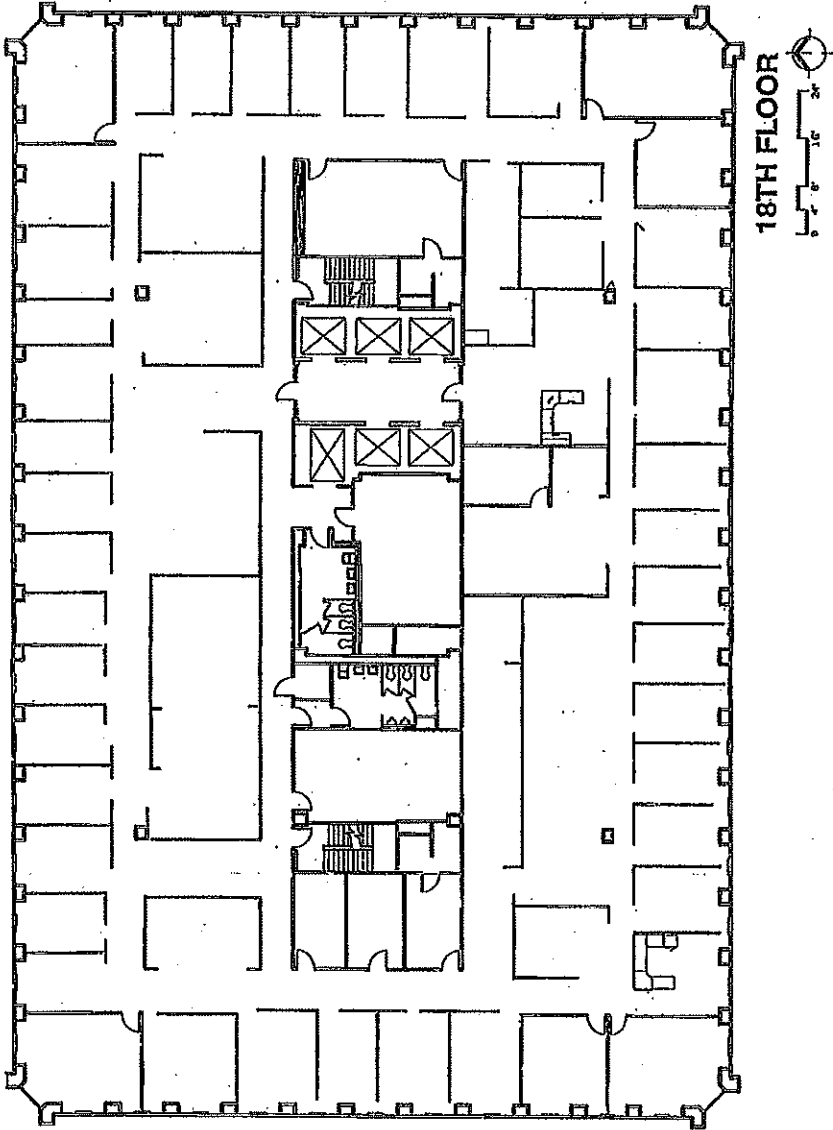


EXHIBIT "A" Continued

FLOOR PLAN(S) OF LEASED PREMISES

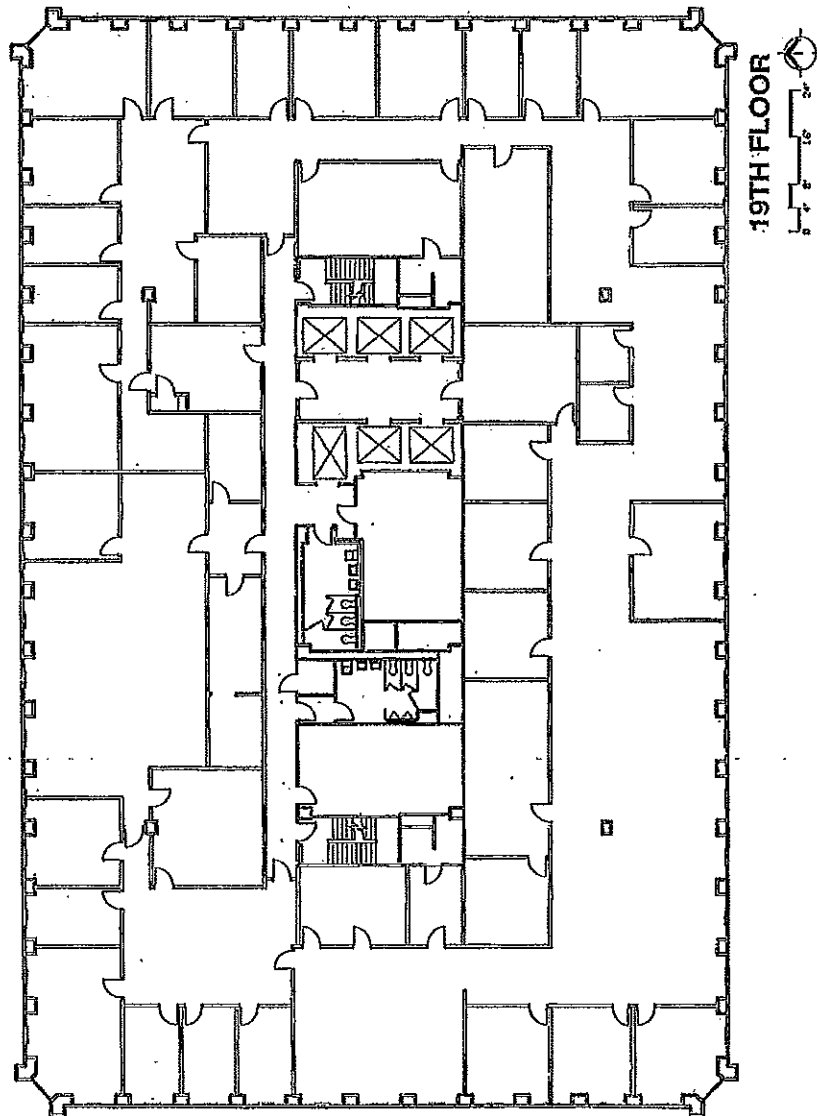


EXHIBIT "A" Continued
FLOOR PLAN(S) OF LEASED PREMISES

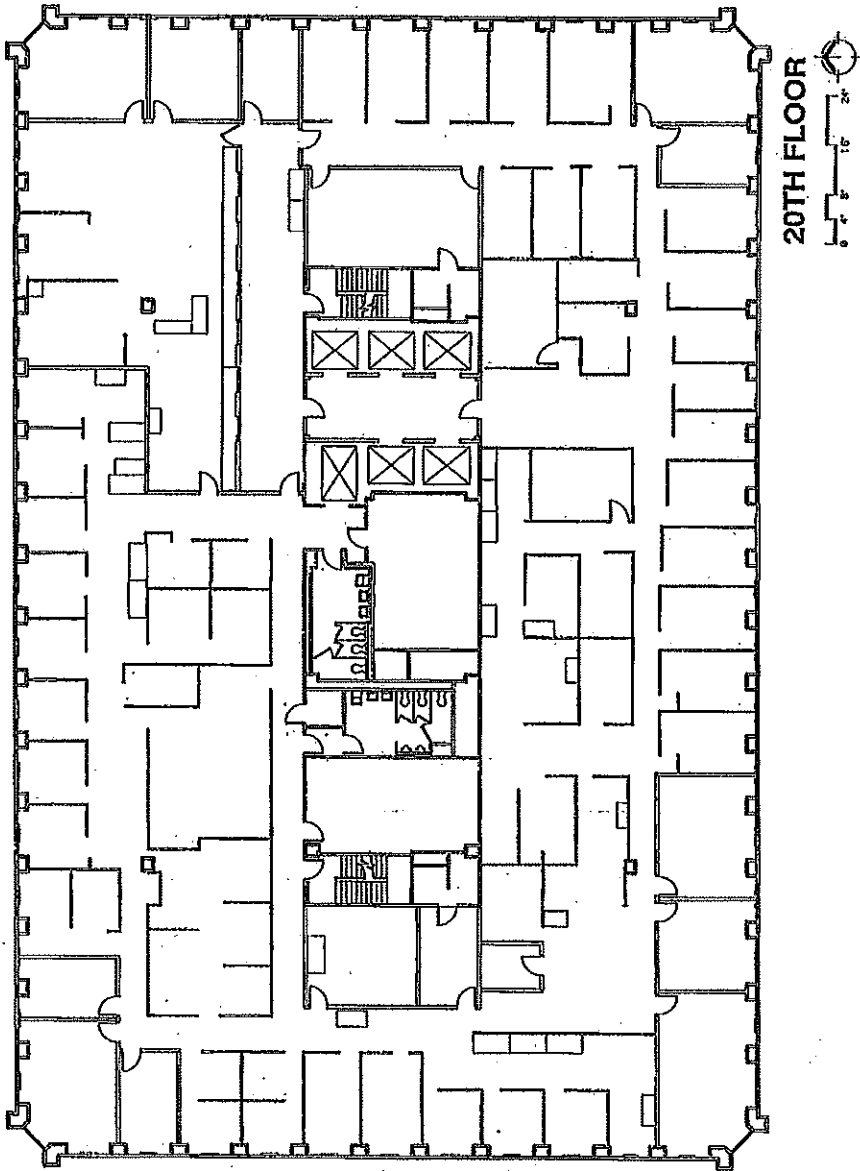


EXHIBIT "A" Continued
FLOOR PLAN(S) OF LEASED PREMISES

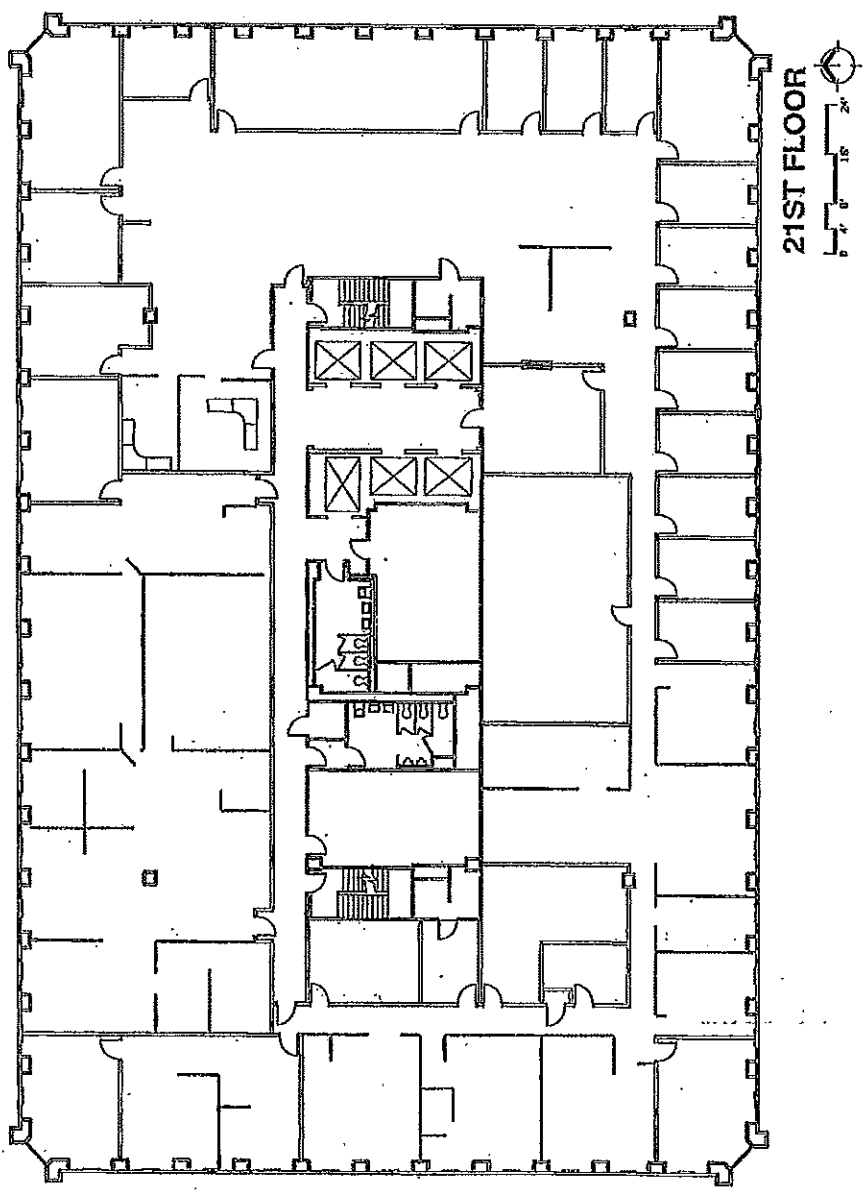


EXHIBIT "A" Continued
FLOOR PLAN(S) OF LEASED PREMISES

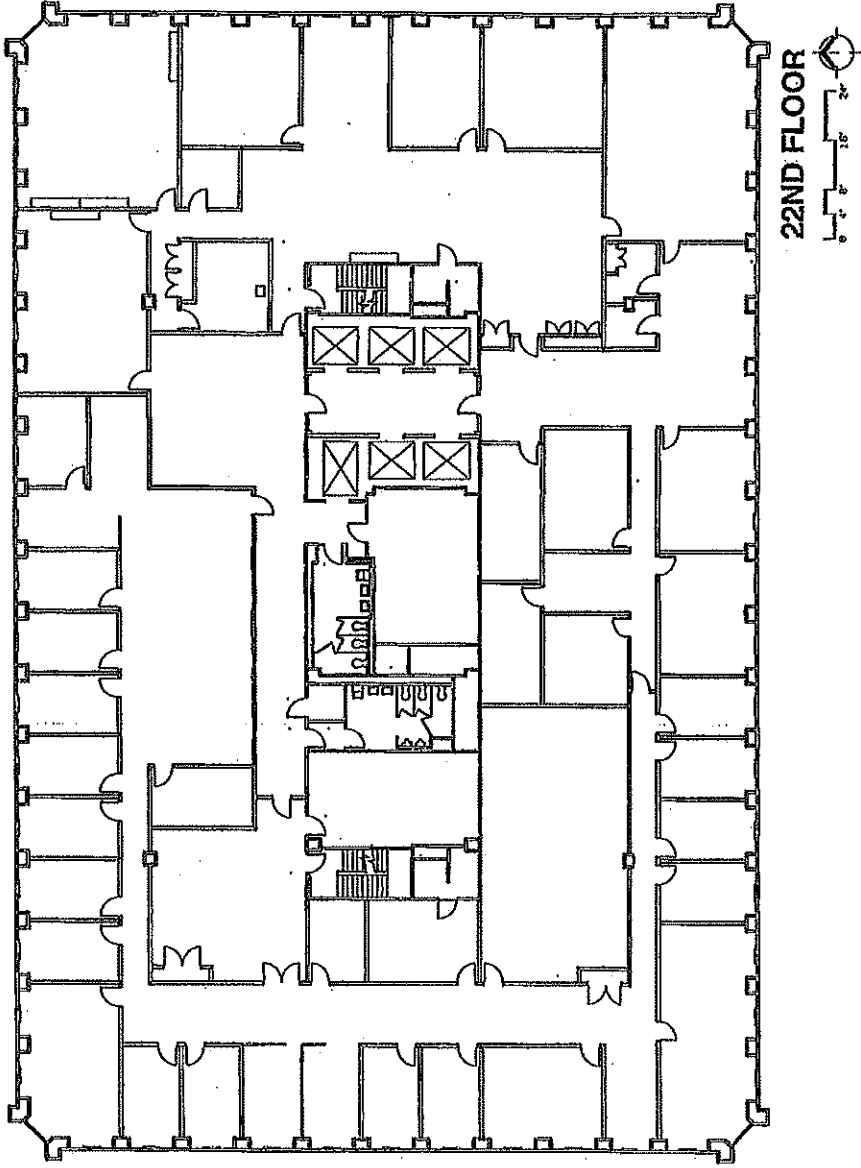


EXHIBIT "B"

**LEGAL DESCRIPTION OF THE LAND
UNDERLYING THE LEASED PREMISES**

Situated in the State of Ohio, County of Lucas, City of Toledo, and more particularly described as follows:

- Tract I: Being all of Lot Number Ten Hundred Fifty-One (1051), in the VISTULA DIVISION of the City of Toledo, Lucas County, Ohio.
- Tract II: Being the northeasterly fifty (50) feet of Lot Number Ten Fifty-Three (1053) in the VISTULA DIVISION of the City of Toledo, Lucas County, Ohio.
- Tract III: Being all of Lots Number Ten Hundred Fifty-Seven (1057), Ten Hundred Fifty-Eight (1058), and Ten Hundred Fifty-Nine (1059) in the VISTULA DIVISION of the City of Toledo, Lucas County, Ohio.
- Tract IV: Being all of Lot Number Ten Hundred Fifty-Two (1052) and the southwesterly fifty (50) feet of Lot Number Ten Hundred Fifty-Three (1053) in the VISTULA DIVISION of Toledo, Lucas County, Ohio.

EXHIBIT "C"

LESSEE IMPROVEMENTS

Intentionally Omitted

EXHIBIT "D"
PLANS AND SPECIFICATIONS

Intentionally Omitted

EXHIBIT "E"

CONSTRUCTION SCHEDULE

Intentionally Omitted