

## **SECOND AMENDMENT TO AND ASSIGNMENT AND ASSUMPTION OF LEASE**

This Second Amendment to and Assignment and Assumption of Lease ("Amendment") is made by and among the State of Ohio, acting by and through the Ohio Facilities Construction Commission ("OFCC"), as successor in interest to the Ohio Cultural Facilities Commission ("OCFC") and the Ohio Arts Facilities Commission ("O AFC" and collectively with the OFCC and OCFC, the "Assignor"), Toledo Science Center, an Ohio non-profit corporation ("Assignee"), and The City of Toledo, Ohio, a municipal corporation duly organized and existing under and by virtue of the constitution and the laws of the State of Ohio and a duly adopted Charter ("Landlord"), effective as of May 20, 2019 ("Effective Date").

### **RECITALS**

A. Assignor, as lessee, and Landlord entered into a certain Amended and Restated Lease Agreement dated June 16, 1994, as amended by that certain Amendment to Lease dated January 29, 1998 (collectively, the "Lease"), concerning the real property and improvements legally described on Exhibit A-1 and depicted on Exhibit A-2 each attached hereto and now commonly referred to as "Imagination Station."

B. Assignor desires to assign its interest in the Lease to Assignee, and Assignee desires to assume all of Assignor's obligations thereunder.

C. Assignor, Assignee and Landlord further desire to amend the Lease on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease.

2. **Assignment.** Assignor assigns to Assignee all of Assignor's rights, title and interest in and to the Lease.

3. **Assumption.** Assignee accepts the assignment of Assignor's rights, title and interest in the Lease; agrees to be bound by and observe all of the agreements, terms, covenants and conditions thereunder; and assumes all of the obligations and liabilities thereunder that arise or accrue after the Effective Date of this Amendment with the same force and effect as if Assignee had executed the instruments as the named party therein.

4. **Lease Term.** Assignor, Assignee and Landlord agree that the Initial Term of the Lease shall be extended through the date that is thirty (30) years after the issuance of the occupancy permit for the Theatre Improvements (defined below). Within thirty (30) days after the issuance of the occupancy permit Landlord and Assignee shall confirm in writing the expiration date of the Initial Term.

5. **Theatre Improvements/Subleases.** Landlord and Assignee acknowledge and agree that it is the intent of Assignee to sublease the portion of the Premises legally described on Exhibit A-3 attached hereto (the "Subleased Area") to IST Theatre, LLC (the "Sublessee"). It is the intent of the Sublessee to construct a high definition theatre, restaurant space and ancillary improvements on the Subleased Area (the "Theatre Improvements"). Upon completion of the Theatre Improvements, the Subleased Area will be sub-subleased back to Assignee for the management and operation of the same. Landlord hereby acknowledges and consents to (i) the sublease to Sublessee, (ii) the construction of the Theatre Improvements by Sublessee in a manner consistent with the site plan as approved by The Toledo Plan Commission and in accordance with all applicable laws, ordinances and regulations (and City hereby confirms the prior expiration and/or termination of the Vistula Meadows Urban Renewal Plan), (iii) the sub-sublease of the Subleased Area back to Assignee for the operation and management of the Theatre Improvements and any related and ancillary purposes otherwise permitted under the terms of the Lease, and (iv) that all right, title to and interest in the Theatre Improvements shall be vested in Sublessee until the expiration or termination of the sublease, at which time all of the Sublessee's right, title to and interest in the Theatre Improvements shall automatically vest in the Landlord.

6. **Insurance.** Assignee and Landlord hereby agree that notwithstanding anything to the contrary contained in the Lease, to the extent that Landlord maintains during the term of the Lease, at Landlord's expense, insurance at 100% of replacement costs on real property which is the subject of the Lease, Landlord, in the event of a covered loss, but only to the extent Assignee replaces and/or repairs damage to the Premises due to such covered loss, shall assign Assignee applicable proceeds payable from its insurance policy. Landlord shall not be responsible for any damages or costs not covered due to any deductible amount or policy exclusion. Landlord shall provide Assignee a copy of the policy binder covering Premises. Assignee shall be responsible for requesting updated policy binders from Landlord and coordinating coverage to ensure that Premises are fully insured in compliance with the Lease terms.

7. **License.** Landlord agrees that, in addition to the Premises, Landlord hereby grants to Assignee a license for the use and enjoyment of the areas depicted on Exhibit B attached hereto and designated as (i) the Access and Loading Area and (ii) the Concourse Offices. Landlord further agrees that Assignee and its invitees, customers, sublessees and agents shall be entitled to use the Access and Loading Area for all purposes consistent with the terms of the Lease, to include, without limitation, staging and storage for the construction of the Theatre Improvements, the drop off and unloading of invitees, guests and customers to Imagination Station and the Theatre and related purposes, provided, that the Access and Loading Area shall at all times remain available to the public to provide access to the Maumee River. The license with respect to the Concourse Offices shall be exclusive and shall be used by Assignee to facilitate and support the management and operations of Imagination Station, to include the Theatre. Landlord and Assignee agree that the license for the Access and Loading Area and the Concourse Offices shall automatically terminate without any further action upon the expiration or termination of the Lease.

8. **Real Estate Taxes.** Notwithstanding the general obligation of the Assignee, during the Term of the Lease, to satisfy and discharge all taxes and assessments which are a lien on the Premises or any improvements located therein, Assignee and Landlord agree that Landlord shall be solely obligated to pay, satisfy and discharge all taxes and assessments related to the special energy assessment to be placed on the Premises. The special energy assessment relates to energy efficiency improvements to the Property made by Assignor and/or Sublessee and the total assessment shall not exceed \$400,000.00.

9. **Landlord Release.** Landlord hereby releases Assignor from any and all covenants and obligations under the Lease.

10. **Management Agreement/Authority Obligations.** In recognition and acknowledgment of this Amendment, Assignor and Assignee agree that that certain Amended and Restated Management Agreement by and between Assignee, as Manager, and Assignor, dated as of July 1, 2005, as amended by that certain First Addendum to the Amended and Restated Management Agreement dated August 25, 2009 (collectively, the "Management Agreement") is no longer required. To that end, Assignor and Assignee agree to enter into and execute that certain termination of management agreement to be effective as of the Effective Date in the form attached hereto as Exhibit C. Assignor further acknowledges and confirms that the Obligations (as initially issued by the Ohio Building Authority) have been satisfied in full and any prior assignment of the Assignor's interest to the Ohio Building Authority terminated.

11. **Notices.** The City and the Science Center hereby agree that the notice addresses contained within Section 2.2 of the Agreement shall be deleted in their entirety and replaced with the following:

If to the City :

The City of Toledo  
One Government Center  
Toledo, Ohio 43604  
Attn: \_\_\_\_\_

If to Science Center:

Toledo Science Center  
1 Discovery Way  
Toledo, Ohio 43604  
Attn: Lori A. Hauser

12. **Binding Effect.** This Amendment shall be for the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. **Counterparts.** This Amendment may be executed in counterparts, each of which individually shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Signatures to this Amendment executed and transmitted by facsimile (or by copies of physically signed documents exchanged via email attachments in PDF format or equivalent) shall be valid and effective to bind the party so signing. Each party agrees to deliver promptly an executed original of this Amendment with its actual signature to the other party upon request, but a failure to do so shall not affect the enforceability of this Amendment, it being expressly agreed that each party to this Amendment shall be bound by its own telecopied or electronically transmitted signature and shall accept the telecopied or electronically transmitted signature of the other party to this Amendment.

14. **Incorporation.** All recitals and all exhibits are incorporated by reference as if fully set forth herein.


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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**ASSIGNEE:**

**Toledo Science Center**

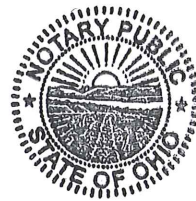
By:   
Name: Lori A. Hauser  
Title: CEO

STATE OF OHIO                    )  
  ):  
COUNTY OF LUCAS            )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2019 by Lori A. Hauser, the CEO of **Toledo Science Center**, an Ohio non-profit corporation, on behalf of the corporation.

  
Notary Public

My Commission Expires: \_\_\_\_\_



[SEAL]  
**DAWN M. WAGNER**  
Notary Public, State of Ohio  
My Commission Expires 9-24-23

ASSIGNOR:

State of Ohio, acting by and through the  
Ohio Facilities Construction Commission

By: \_\_\_\_\_

Name: DAVID M. WILLIAMSON

Title: EXECUTIVE DIRECTOR

STATE OF Ohio )

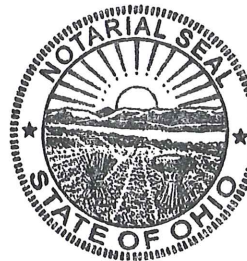
COUNTY OF Franklin )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of may, 2019 by David M. Williamson, the Executive Director of State of Ohio, acting by and through the Ohio Facilities Construction Commission, a State agency and instrumentality of the State of Ohio, on behalf of the State.

\_\_\_\_\_  
Notary Public

My Commission Expires: 8/6/2021

[SEAL]



ELIZABETH A. PERRY  
Notary Public, State of Ohio  
My Commission Expires 08-08-2021

**LANDLORD:**

**The City of Toledo, Ohio,  
a municipal corporation**

By: Wade Kapszukiewicz  
Name: Wade Kapszukiewicz  
Title: Mayor

Ord # 206-19  
**Approved as to Legal Form:**

Eileen M. Granata  
Department of Law

Date: 7/2, 2019

**Approved as to Content:**

A. Salim Odeh  
Real Estate Division/Development  
Date: 7/2, 2019

STATE OF Ohio )  
 ):  
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2019 by Wade Kapszukiewicz, the Mayor of the City of Toledo, Ohio, a municipal corporation, on behalf of the corporation.

Eileen M. Granata  
Notary Public

My Commission Expires: \_\_\_\_\_



**EILEEN M. GRANATA**  
Attorney at Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

[SEAL]

**EXHIBIT A-1**  
**PREMISES**  
**(Legal Description and Depiction)**

Exhibit A-1

LEGAL DESCRIPTION

PARCEL 1: A parcel of land being part of Lot number two (2) in "SeaGate", part of Lots numbers nine hundred thirty (930) thru nine hundred thirty-six (936) in "Port Lawrence Division" and also part of Water Street, all being located in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the point of intersection of the centerline of Adams Street with the centerline of Summit Street; thence in a Northeasterly direction along the said centerline of Summit Street, having an assumed bearing of North forty-one (41) degrees, fifty-four (54) minutes, eleven (11) seconds East, a distance of thirty-three and one hundredth (33.01) feet to the intersection of the Northwesterly extension of the Southwesterly lot line of said Lot number two (2) in "SeaGate"; thence South forty-eight (48) degrees, six (06) minutes, thirty-five (35) seconds East along the said Northwesterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate", a distance of seventy-five and zero hundredths (75.00) feet to the intersection of a line drawn seventy-five and zero hundredths (75.00) feet Southeasterly of and parallel with the said centerline of Summit Street, said point of intersection being the true point of beginning; thence North forty-one (41) degrees, fifty-four (54) minutes, eleven (11) seconds East along said line drawn seventy-five and zero hundredths (75.00) feet Southeasterly of and parallel with the centerline of Summit Street, a distance of one hundred four and eighty-two hundredths (104.82) feet to a turning point; thence South forty-eight (48) degrees, eight (08) minutes, four (04) seconds East along a line, a distance of seventy and seventy-six hundredths (70.76) feet to a turning point; thence North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along a line a distance of twenty-three and twenty-three hundredths (23.23) feet to a turning point; thence North forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along a line a distance of thirty-six and seven hundredths (36.07) feet to a turning point; thence South forty-eight (48) degrees, eight (08) minutes, four (04) seconds East along a line a distance of one hundred eighty-nine and seventy-nine hundredths (189.79) feet to a turning point; thence North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along a line a distance of sixty-nine and eighty-three hundredths (69.83) feet to a turning point; thence North forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along a line a distance of seven and seven hundredths (7.07) feet to a turning point; thence North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along a line a distance of sixteen and ninety-seven hundredths (16.97) feet to a turning point; thence South forty-eight (48) degrees, eight (08) minutes, four (04) seconds East along a line a distance of forty-five and zero hundredths (45.00) feet to a turning point; thence South three (03)

(Continued)

Exhibit A-1

LEGAL DESCRIPTION  
(Cont.)

degrees, eight (08) minutes, four (04) seconds East along a line a distance of seventy and zero hundredths (70.00) feet to a turning point; thence South forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along a line a distance of seventy-one and eighty-five hundredths (71.85) feet to the intersection of the Southeasterly line of the recorded Subdivision Plat of said "Port Lawrence Division"; thence South fifty-four (54) degrees, forty-four (44) minutes, fifty-nine (59) seconds West along said Southeasterly line of the recorded Subdivision Plat of "Port Lawrence Division", a distance of ninety-one and thirty-nine hundredths (91.39) feet to a turning point; thence South eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along a line a distance of twenty-one and ninety-two hundredths (21.92) feet to the intersection of the Southeasterly extension of said Southwesterly lot line of Lot number two (2) in "SeaGate", said Southeasterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate" also being a line drawn thirty-three and zero hundredths (33.00) feet Northeasterly of and parallel with the centerline of Adams Street; thence North forty-eight (48) degrees, six (06) minutes, thirty-five (35) seconds West along the said Southeasterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate" and along said Southwesterly lot line of Lot number two (2) in "SeaGate", a distance of three hundred ninety-seven and four hundredths (397.04) feet to the true point of beginning.

The above described parcel of land contains an area of sixty-nine thousand five hundred sixty-three (69,563) square feet, or one and five hundred ninety-seven thousandths (1.597) acres of land, more or less.

Excepting from the above described parcel of land the two (2) attached Exhibits titled as follows:

~~Exhibit One "Lower Cupola Level" description~~

~~Exhibit Two "Upper Cupola Level" description~~

Exhibit One "Lower Cupola Level" Description

A parcel of land being part of Lot number two (2) in "SeaGate", a Subdivision in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the point of intersection of the centerline of Adams Street with the centerline of Summit Street; thence in a Northeasterly direction along said centerline of Summit Street having an assumed bearing of North forty-one (41) degrees, fifty-four (54) minutes, eleven (11) seconds East, a distance of thirty-three and one hundredth (33.01) feet to the intersection of the Northwesterly extension of the Southwesterly lot line of said Lot number two (2) in "SeaGate"; thence South forty-eight (48) degrees, six (06) minutes, thirty-five (35) seconds East along said Northwesterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate", and along said Southwesterly lot line of Lot number two (2)

(Continued)

Exhibit A-1

LEGAL DESCRIPTION  
(Cont.)

in "SeaGate", a distance of one hundred thirty-two and fifty-four hundredths (132.54) feet to the intersection of the Northwestern face of the design curtain wall for the said "Lower Cupola Level", said point of intersection being the true point of beginning; thence North forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Northwestern face of the design curtain wall, a distance of five and ninety-three hundredths (5.93) feet to the intersection of the Westerly face of said design curtain wall; thence North three (03) degrees, eight (08) minutes, four (04) seconds West along said Westerly face of the design curtain wall, a distance of eight and thirty-five hundredths (8.35) feet to the intersection of the Southwesterly face of said design curtain wall; thence North forty-eight (48) degrees, eight (08) minutes, four (04) seconds West along said Southwesterly face of the design curtain wall, a distance of nine and fifty hundredths (9.50) feet to the intersection of the Southeasterly face of the design curtain wall separating the "Gas Meter Room" from the "Cupola Maintenance Room"; thence North forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Southeasterly face of the design curtain wall, a distance of thirteen and fifty hundredths (13.50) feet to the intersection of the Southwesterly face of the design curtain wall separating the said "Cupola Maintenance Room" from the "Service Facility"; thence South forty-eight (48) degrees, eight (08) minutes, four (04) seconds East along said Southwesterly face of the design curtain wall and along the Southwesterly face of the design curtain wall separating said "Lower Cupola Level" from the said "Service Facility", a distance of eighteen and sixty-five hundredths (18.65) feet to the intersection of the Southerly face of said design curtain wall; thence North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Southerly face of the design curtain wall, a distance of eight and forty-nine hundredths (8.49) feet to the intersection of the Southwesterly face of said design curtain wall; thence South forty-eight (48) degrees, eight (08) minutes, four (04) seconds East along said Southwesterly face of the design curtain wall, a distance of six and fifty-six hundredths (6.56) feet to the intersection of the Westerly face of the said design curtain wall; thence South three (03) degrees, eight (08) minutes, four (04) seconds East along said Westerly face of the design curtain wall, a distance of five and ninety-five hundredths (5.95) feet to the intersection of the Northwestern face of said design curtain wall; thence South forty-one (41) minutes, fifty-one (51) minutes, fifty-six (56) seconds West along said Northwestern face of the design curtain wall, a distance of twenty-seven and fourteen hundredths (27.14) feet to the intersection of said Southwesterly lot line of Lot number two (2) in "SeaGate"; thence North forty-eight (48) degrees, six (06) minutes, thirty-five (35) seconds West along said Southwesterly lot line of Lot

(Continued)



Exhibit A-1

LEGAL DESCRIPTION  
(Cont.)

number two (2) in "SeaGate", a distance of twenty and zero hundredths (20.00) feet to the true point of beginning.

Said parcel of land containing an area or eight hundred six (806) square feet, or nineteen thousandths (0.019) acres of land, more or less.

Said parcel of land being all that part of the Real Property lying below a tangent to the surface of the earth and parallel to the top-most level of the design Structure Floor Slab (Finished Floor) now under construction upon said premises.

Said plane being located at an approximate elevation of six hundred and zero hundredths (600.00) feet above sea level based on City of Toledo datum.

Exhibit Two "Upper Cupola Level" Description

A parcel of land being part of Lot number two (2) in "SeaGate", a Subdivision in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the point of intersection of the centerline of Adams Street with the centerline of Summit Street; thence in a Northeasterly direction along said centerline of Summit Street having an assumed bearing of North forty-one (41) degrees, fifty-four (54) minutes, eleven (11) seconds East, a distance of thirty-three and one hundredth (33.01) feet to the intersection of the Northwesterly extension of the Southwesterly lot line of said Lot number two (2) in "SeaGate"; thence South forty-eight (48) degrees, six (06) minutes, thirty-five (35) seconds East along said Northwesterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate" and along said Southwesterly lot line of Lot number two (2) in "SeaGate", a distance of one hundred thirty-five and three hundredths (135.03) feet to a point; thence North forty-one (41) degrees, fifty-three (53) minutes, twenty-five (25) seconds East along a line a distance of three and forty-two hundredths (3.42) feet to the intersection of the Southwesterly face of the design curtain wall, of said "Upper Cupola Level", said intersection being the true point of beginning; thence North three (03) degrees, eight (08) minutes, four (04) seconds West along the Westerly face of said design curtain wall, a distance of fifteen and forty-two hundredths (15.42) feet to the intersection of the Northwesterly face of said design curtain wall; thence North forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Northwesterly face of the design curtain wall, a distance of fifteen and forty-two hundredths (15.42) feet to the intersection of the Northerly face of said design curtain wall; thence North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Northerly face of the design curtain wall, a distance of fifteen and forty-two hundredths (15.42) feet to the intersection of the Northeasterly face of said design curtain wall; thence South forty-eight (48) degrees, eight (08)

(Continued)



Exhibit A-1

LEGAL DESCRIPTION  
(Cont.)

minutes, four (04) seconds East along said Northeasterly face of the design curtain wall, a distance of fifteen and forty-two hundredths (15.42) feet to the intersection of the Easterly face of said design curtain wall; thence South three (03) degrees, eight (08) minutes, four (04) seconds East along said Easterly face of the design curtain wall, a distance of fifteen and forty-two hundredths (15.42) feet to the intersection of the Southeasterly face of said design curtain wall; thence South forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southeasterly face of the design curtain wall, a distance of fifteen and forty-two hundredths (15.42) feet to the intersection of the Southerly face of said design curtain wall; thence South eighty-eight (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southerly face of the design curtain wall, a distance of fifteen and forty-two hundredths (15.42) feet to the intersection of said Southwesterly face of the design curtain wall; thence North forty-eight (48) degrees, eight (08) minutes, four (04) seconds West along said Southerly face of the design curtain wall, a distance of fifteen and forty-two hundredths (15.42) feet to the true point of beginning.

Said parcel of land containing an area of one thousand one hundred forty-eight (1,148) square feet, or twenty-six thousandths (0.026) acres of land, more or less.

Said parcel of land being all that part of the Real Property lying above a tangent to the surface of the earth and parallel to the top-most level of the design Structure Floor Slab (Finished Floor) now under construction upon said premises.

Said plane being located at an approximate elevation of six hundred and zero hundredths (600.00) feet above sea-level based on City of Toledo datum.

PARCEL 2: "Leased Property Easement No. 1" -

A parcel of land being part of Lot number nine hundred thirty (930) in "Port Lawrence Division" and also being part of a parcel of land lying between the Southeasterly line of the Recorded Subdivision Plat of "Port Lawrence Division" and the Northwesterly "Maumee River Harbor Line" as established by the U.S. Army Corps. of Engineers and shown on Drawing dated November 29, 1916 denoted "Toledo Harbor, Ohio - Established Harbor Lines", File NO. 1-1-40, all being in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the point of intersection of the centerline of Adams Street with the centerline of Summit Street; thence in a Northeasterly direction along the said centerline of Summit Street, having an assumed bearing of North forty-one (41) degrees, fifty-four (54) minutes, eleven (11) seconds East, a distance of thirty-three and one hundredth (33.01)

(Continued)

LEGAL DESCRIPTION  
(Cont.)

feet to the intersection of the Northwesterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate"; thence South forty-eight (48) degrees, six (06) minutes, thirty-five (35) seconds East along said Northwesterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate", and along said Southwesterly lot line of Lot number two (2) in "SeaGate", and along the Southeasterly extension of said Southwesterly lot line of Lot number two (2) in "SeaGate", a distance of four hundred seventy-two and four hundredths (472.04) feet to the intersection of the Southerly line of the proposed "Portside Marketplace Lease Area", said Southeasterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate" also being a line drawn thirty-three and zero hundredths (33.00) feet Northeasterly of and parallel with the said centerline of Adams Street; thence North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Southerly line of the proposed "Portside Marketplace Lease Area", a distance of one and fifteen hundredths (1.15) feet to the intersection of the Southwesterly face of the design retaining wall, said point of intersection also being the true point of beginning; thence continuing North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Southerly line of the proposed "Portside Marketplace Lease Area", a distance of twenty and seventy-seven hundredths (20.77) feet to the intersection of the Southeasterly line of said proposed "Portside Marketplace Lease Area"; thence North fifty-four (54) degrees, forty-four (44) minutes, fifty-nine (59) seconds East along said Southeasterly line of the proposed "Portside Marketplace Lease Area", a distance of fourteen and thirty-five hundredths (14.35) feet to the intersection of the Northeasterly face of said design retaining wall; thence South forty-eight (48) degrees, eight (08) minutes, four (04) seconds East along said Northeasterly face of the design retaining wall, a distance of eleven and one hundredth (11.01) feet to a point; thence South forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along a line a distance of two and zero hundredths (2.00) feet to the intersection of the Southwesterly face of said design retaining wall, said point of intersection being located two and zero hundredths (2.00) feet Northwesterly of an angle point in said Southwesterly face of the design retaining wall; thence South eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along a line a distance of thirty-four and eighty-nine hundredths (34.89) feet to the intersection of the Southeasterly face of said design retaining wall,

LEGAL DESCRIPTION  
(CONT.)

said intersection being located two and zero hundredths (2.00) feet Northeasterly of an angle point in said Southeasterly face of the design curtain wall; thence South forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southeasterly face of the design retaining wall, a distance of two and zero hundredths (2.00) feet to the intersection of said Southwesterly face of the design retaining wall; thence North forty-eight (48) degrees, eight (08) minutes, four (04) seconds West along said Southwesterly face of the design retaining wall, a distance of four and twenty-two hundredths (4.22) feet to the true point of beginning.

Said parcel of land containing an area of one hundred thirty-nine (139) square feet or three thousandths (0.003) acres of land, more or less.

## PARCEL 3: "Leased Property Easement No. 2" -

A parcel of land being part of Lots number nine hundred thirty-two (932) thru nine hundred thirty-seven (937) in "Port Lawrence Division", also being part of a parcel of land lying between the Southeasterly line of the Recorded Subdivision Plat of "Port Lawrence Division" and the Northwesterly "Maumee River Harbor Line" as established by the U.S. Army Corps. of Engineers and shown on Drawing dated November 29, 1916 denoted "Toledo Harbor, Ohio - Established Harbor Lines", File No. 1-1-40, and also being part of vacated Water Street, all being in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the point of intersection of the centerline of Adams Street with the centerline of Summit Street; thence in a Northeasterly direction along the said centerline of Summit Street, having an assumed bearing of North forty-one (41) degrees, fifty-four (54) minutes, eleven (11) seconds East, a distance of thirty-three and one hundredth (33.01) feet to the intersection of the Northwesterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate"; thence South forty-eight (48) degrees, six (06) minutes, thirty-five (35) seconds East along said Northwesterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate" and along said Southwesterly lot line of Lot number two (2) in "SeaGate" and along the Southeasterly extension of said Southwesterly lot line of Lot number two (2) in "SeaGate", a distance of four hundred seventy-two and four hundredths (472.04) feet to the intersection of the Southerly line of the proposed "Portside Marketplace Lease Area", said Southeasterly extension of the Southwesterly lot line of Lot number two (2) in "SeaGate" also being a line drawn thirty-three

(Continued)

LEGAL DESCRIPTION  
(Cont.)

and zero hundredths (33.00) feet Northeasterly of and parallel with the said centerline of Adams Street; thence North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Southerly line of the proposed "Portside Marketplace Lease Area", a distance of twenty-one and ninety-two hundredths (21.92) feet to the intersection of the Southeasterly line of the proposed "Portside Marketplace Lease Area"; thence North fifty-four (54) degrees, forty-four (44) minutes, fifty-nine (59) seconds East along said Southeasterly line of the proposed "Portside Marketplace Lease Area", a distance of seventy-seven and thirty-one hundredths (77.31) feet to the intersection of the Southerly face of the design retaining wall, said point of intersection being the true point of beginning; thence continuing North fifty-four (54) degrees, forty-four (44) minutes, fifty-nine (59) seconds East along said Southeasterly line of the proposed "Portside Marketplace Lease Area", a distance of fourteen and eight hundredths (14.08) feet to an angle point in said Southeasterly line of the proposed "Portside Marketplace Lease Area"; thence North forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along said Southeasterly line of the proposed "Portside Marketplace Lease Area", a distance of seventy-one and eighty-five hundredths (71.85) feet to the intersection of the Easterly line of said proposed "Portside Marketplace Lease Area"; thence North three (03) degrees, eight (08) minutes, four (04) seconds West along said Easterly line of the proposed "Portside Marketplace Lease Area", a distance of seventy and zero hundredths (70.00) feet to the intersection of the Northeasterly line of said proposed "Portside Marketplace Lease Area"; thence North forty-eight (48) degrees, eight (08) minutes, four (04) seconds West along said Northeasterly line of the proposed "Portside Marketplace Lease Area", a distance of forty-five and zero hundredths (45.00) feet to the intersection of the Northerly line of said proposed "Portside Marketplace Lease Area"; thence South eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Northerly line of the proposed "Portside Marketplace Lease Area", a distance of four and thirty-one hundredths (4.31) feet to a point; thence North forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along a line a distance of twenty-two and sixty-eight hundredths (22.68) feet to a point; thence South forty-eight (48) degrees, eight (08) minutes, four (04) seconds East along a line a distance of twenty and ninety hundredths (20.90) feet to the intersection of the Northerly face of said design retaining wall, said point of intersection being located two and zero hundredths (2.00) feet Easterly of an angle point in said Northerly face of the design retaining wall; thence South three (03) degrees, eight (08) minutes, four (04) seconds East along a line a distance of two and zero hundredths (2.00) feet to the intersection of the Southerly face of said design retaining wall; thence South eighty-six

(Continued)

LEGAL DESCRIPTION  
(Cont.)

(86) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southerly face of the design retaining wall, a distance of one and seventeen hundredths (1.17) feet to the intersection of the Southeasterly face of said design retaining wall; thence South forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southeasterly face of the design retaining wall, a distance of ten and seventeen hundredths (10.17) feet to the intersection of the Northeasterly face of said design retaining wall; thence South forty-eight (48) degrees, eight (08) minutes, four (04) seconds East along said Northeasterly face of the design retaining wall, a distance of thirty-seven and ninety-two hundredths (37.92) feet to a point; thence North eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds East along a line a distance of ten and fifty hundredths (10.50) feet to a point; thence South three (03) degrees, eight (08) minutes, four (04) seconds East along a line a distance of twenty-three and twenty hundredths (23.20) feet to the intersection of the Southerly face of said design retaining wall; thence South eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southerly face of the design retaining wall and along the Westerly extension of said Southerly face of the design retaining wall, a distance of ten and fifty hundredths (10.50) feet to the intersection of the Northerly extension of the Easterly face of said design retaining wall; thence South three (03) degrees, eight (08) minutes, four (04) seconds East along said Northerly extension of the Easterly face of the design retaining wall and along said Easterly face of the design retaining wall a distance of fifty-one and sixty-six hundredths (51.66) feet to the intersection of the Southeasterly face of said design retaining wall; thence South forty-one (41) degrees, fifty-one (51) minutes, ~~fifty-six (56) seconds West along said Southeasterly face of the design~~ retaining wall, a distance of forty-one and forty-two hundredths (41.42) feet to the intersection of the Southerly face of said design retaining wall; thence South eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southerly face of the design retaining wall, a distance of seven and seven hundredths (7.07) feet to the intersection of the Southeasterly face of said design retaining wall; thence South forty-one (41) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southeasterly face of the design retaining wall, a distance of thirty and zero hundredths (30.00) feet to the intersection of said Southerly face of the design retaining wall; thence South eighty-six (86) degrees, fifty-one (51) minutes, fifty-six (56) seconds West along said Southerly face of the design retaining wall, a distance of eighteen and twenty-eight hundredths (18.28) feet to the true point of beginning.

Said parcel of land containing an area of two thousand eight hundred fifty-nine (2,859) square feet or sixty-six thousandths (0.066) acres of

(Continued)

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**J. C. ANDRUS & ASSOCIATES, INC.****ENGINEERS - SURVEYORS - PLANNERS**

445 - 10TH STREET TOLEDO, OHIO 43024

(419) 248-3737 • (419) 248-0801 • (313) 243-8877

FAX (419) 248-1089 • 1-800-669-5315



December 1, 1893

Revised: May 17, 1898

Survey Number: 936-7033

**TOTAL COSJ BOUNDARY**  
**1.944 Acre Parcel**

A parcel of land being a part of Lot No. 2 and Lot No. 3 in "Seagate", a part of Lots No. 930 through 937 in "Port Lawrence Division", Part of vacated Water Street and part of a parcel of land lying between the Southeastern line of the recorded Subdivision plot of "Port Lawrence Division" and the Northwestern Maumee River Harbor line, as established by the U.S. Army Corps of Engineers and shown on a drawing dated November 29, 1818, denoted Toledo Harbor, Ohio - Established Harbor Line, file No. 1-1-40, all in the City of Toledo, Lucas County, Ohio and being more particularly described as follows:

Commencing at the point of Intersection of the centerline of Adams Street with the centerline of Summit Street;

thence North  $41^{\circ} 54' 11''$  East, on the centerline of Summit Street, a distance of 33.01 feet to the Intersection of the centerline of Summit Street with the Northwestern extension of the Southwestern line of Lot No. 2 in "Seagate";

thence South  $48^{\circ} 08' 36''$  East, on the Northwestern extension of the Southwestern line of Lot No. 2 in "Seagate", a distance of 75.00 feet to a point on the Southeastern right-of-way line of Summit Street, said point being the TRUE POINT OF BEGINNING of the parcel herein described;

thence North  $41^{\circ} 54' 11''$  East, on the Southeastern right-of-way line of Summit Street, a distance of 104.82 feet to a point;

thence South  $48^{\circ} 08' 04''$  East, a distance of 70.76 feet to a point;

thence North  $86^{\circ} 51' 58''$  East, a distance of 23.23 feet to a point;

thence North  $41^{\circ} 51' 58''$  East, a distance of 38.07 feet to a point;

thence South  $48^{\circ} 08' 04''$  East, a distance of 188.78 feet to a point;

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**TOTAL COSI BOUNDARY**  
 1.944 Acre Parcel  
 Page 2

thence North 88° 51' 56" East, a distance of 59.83 feet to a point;

thence North 41° 51' 56" East, a distance of 7.07 feet to a point;

thence North 86° 51' 56" East, a distance of 16.87 feet to a point, said point being within Lot No. 936, "Port Lawrence Division";

thence North 88° 28' 45" East, a distance of 27.31 feet to a point of intersection with the Southerly face of an existing 2 foot wide concrete wall, said point being within Lot No. 937;

thence North 88° 54' 13" East, on the Southerly face of an existing 2 foot wide concrete wall, a distance of 15.27 feet to the intersection of the Southwesterly face of an existing 2 foot wide concrete wall;

thence South 38° 00' 42" East, on the Southwesterly face of an existing 2 foot wide concrete wall, a distance of 63.55 feet to the intersection of the Northwesterly face of an existing 2 foot wide concrete wall;

thence South 17° 51' 02" East, on a line passing through Lot No. 938 and the Southeasterly line of the recorded Subdivision Plat of "Port Lawrence Division", a distance of 39.33 feet to the point of intersection with the Westerly face of an existing 2 foot wide concrete wall;

thence South 08° 17' 38" West, on the Westerly face of an existing 2 foot wide concrete wall, a distance of 27.18 feet to the intersection of the Northwesterly face of an existing 2 foot wide concrete wall;

thence South 50° 38' 53" West, on the Northwesterly face of an existing 2 foot wide concrete wall, a distance of 144.06 feet to the intersection of the Northerly face of an existing 2 foot wide concrete wall;

thence South 88° 59' 51" West, on the Northerly face of an existing 2 foot wide concrete wall, a distance of 47.02 feet to the intersection of the Northeasterly face of an existing 2 foot wide concrete wall;

thence South 85° 28' 35" West, a distance of 18.95 feet to a point on the Southeasterly line of Lot No. 930, "Port Lawrence Division";

thence South 88° 51' 56" West, a distance of 21.82 feet to a point on the Southwesterly line of Lot No. 930, "Port Lawrence Division";

Exhibit A-1

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FEB 25 '98 12:55PM COSI

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**TOTAL COSI BOUNDARY**  
1.844 Acre Parcel  
Page 3

thence North  $48^{\circ} 06' 35''$  West, on the Southwesterly line of Lot No. 830, "Port Lawrence Division", passing through the 66 foot wide right-of-way of Vacated Water Street and on the Southwesterly line of Lot No. 2 of "Seagate", a distance of 192.24 feet to a point of intersection with the Northerly face of an existing 2 foot wide concrete wall;

thence South  $86^{\circ} 51' 56''$  West, on the Northerly face of an existing 2 foot wide concrete wall, a distance of 22.57 feet to the intersection of the Northeasterly face of an existing 2 foot wide concrete wall;

thence North  $48^{\circ} 08' 04''$  West, on the Northeasterly face of an existing 2 foot wide concrete wall, passing through the end of said 2 foot wide concrete wall, an opening for an existing stairway and the start of an existing 1 foot wide concrete wall, a distance of 29.72 feet to the intersection of the Northerly face of an existing 1 foot wide concrete wall;

thence South  $86^{\circ} 51' 56''$  West, on the Northerly face of an existing 1 foot wide concrete wall, a distance of 4.70 feet to the intersection of the Northwesterly face of an existing 1 foot wide concrete wall;

thence South  $41^{\circ} 51' 56''$  West, on the Northwesterly face of an existing 1 foot wide concrete wall, a distance of 25.51 feet to a point of curvature of said 1 foot wide concrete wall;

thence Westerly on a curve to the right, on the Easterly face of an existing 1 foot wide concrete wall, said curve having a radius of 8.00 feet, a central angle of  $180^{\circ} 00' 00''$ , an arc length of 25.13 feet, a chord bearing of North  $48^{\circ} 08' 04''$  West and a chord length of 16.00 feet to a point of tangency, said point of tangency also being the point of intersection of the Southeastery face of an existing 1 foot wide concrete wall;

thence North  $41^{\circ} 51' 56''$  East, on the Southeastery face of an existing 1 foot wide concrete wall, a distance of 1.00 feet to the intersection of the Northeasterly face of an existing 1 foot wide concrete wall;

thence North  $48^{\circ} 08' 04''$  West, on the Northeasterly face of an existing 1 foot wide concrete wall and on the Northwesterly extension of said concrete wall, a distance of 63.00 feet to a point;

thence North  $41^{\circ} 51' 56''$  East, a distance of 44.94 feet to a point on the Southwesterly line of Lot No. 2 in "Seagate";

thence North  $48^{\circ} 06' 35''$  West, on the Southwesterly line of Lot No. 2 in "Seagate", a distance of 76.60 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 1.844 acres of land, more or less, subject to any and all leases, easements or restrictions of record.




Exhibit A-1

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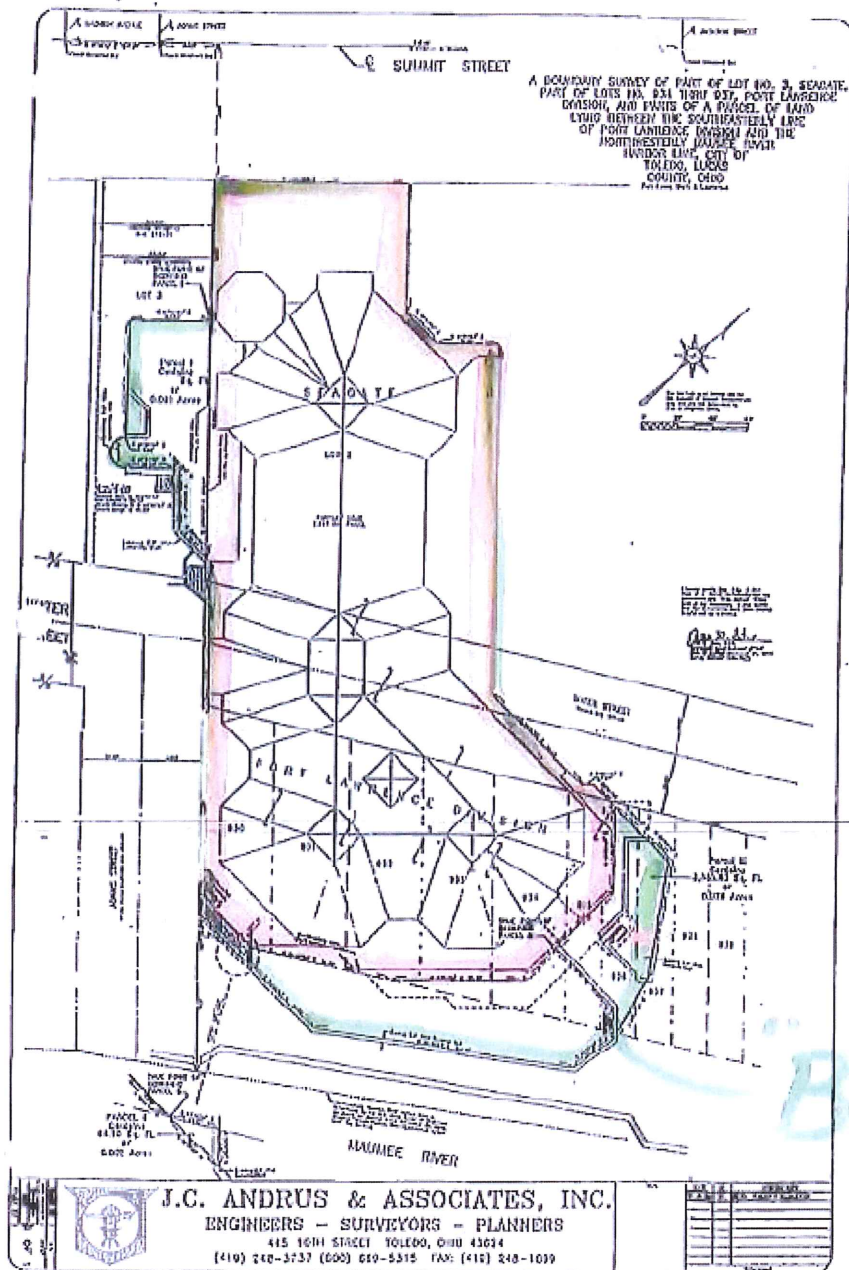
TOTAL COSI BOUNDARY  
1.844 Acre Parcel  
Page 4

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

  
Jose G. Silva, P.L.S.  
Registered Land Surveyor #7247

# EXHIBIT A-2

## Premises - Depiction



## EXHIBIT A-3

### Subleased Area – Legal Description

A parcel of land being part of Lot 2 of the plat of Seagate, in the City of Toledo, Lucas County, Ohio, Bounded and described as follows:

COMMENCING at an iron pin in a monument box found at the intersection of the centerlines of Summit Street and Adams Street;

Thence North 33 degrees 10 minutes 17 seconds East a distance of 33.01 feet, along said centerline of Adams Street to the intersection of the northwesterly extension of the southwesterly line of said Lot 2 of Seagate;

Thence South 56 degrees 50 minutes 18 seconds East a distance of 87.00 feet, along said northwesterly extension of and the northwesterly line of said Lot 2 to a point on a line being 87.00 feet northeasterly of and parallel with the centerline of Summit Street;

Thence North 33 degrees 10 minutes 17 seconds East a distance of 11.22 feet, along said line being 87.00 feet northeasterly of an parallel with the centerline of Summit Street to the TRUE POINT OF BEGINNING;

Thence North 33 degrees 10 minutes 17 seconds East a distance of 92.35 feet, continuing along said line being 87.00 feet northeasterly of an parallel with the centerline of Summit Street to a point;

Thence South 56 degrees 50 minutes 13 seconds East a distance of 58.54 feet to a point;

Thence North 78 degrees 09 minutes 47 seconds East a distance of 22.88 feet to a point;

Thence South 11 degrees 50 minutes 13 seconds East a distance of 1.65 feet to a point;

Thence South 78 degrees 09 minutes 47 seconds West a distance of 1.94 feet to a point;

Thence South 11 degrees 50 minutes 13 seconds East a distance of 64.55 feet to a point;

Thence South 78 degrees 09 minutes 47 seconds West a distance of 43.04 feet to a point;

Thence South 33 degrees 09 minutes 47 seconds West a distance of 38.75 feet to a point;

Thence North 56 degrees 50 minutes 13 seconds West a distance of 41.19 feet to a point;

Thence North 11 degrees 50 minutes 13 seconds West a distance of 11.39 feet to a point;

Thence North 33 degrees 08 minutes 32 seconds West a distance of 1.94 feet to a point;

Thence North 56 degrees 50 minutes 13 seconds West a distance of 38.71 feet to the POINT OF BEGINNING, containing 9,837.5 square feet or 0.2258 acres more or less.

Bearings used hereon are based on the State Plane coordinate system (Ohio North Zone) NAD88 2016 adjustment.

## **EXHIBIT B**

### **Loading and Access Area and Concourse Offices**

**(See Attached)**

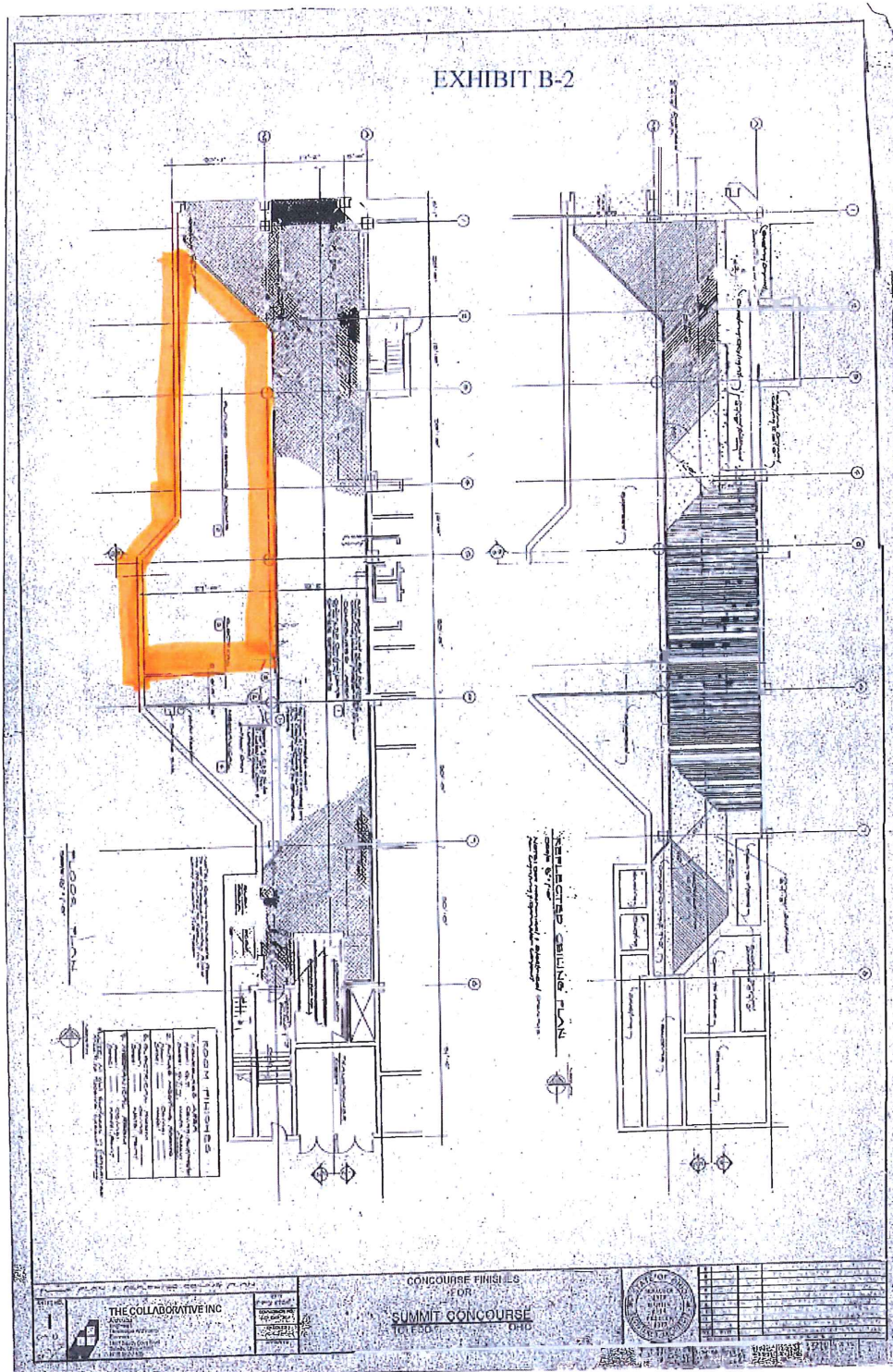
(non exclusive area for license indicated by yellow outline)











## **EXHIBIT C**

### **TERMINATION OF AMENDED AND RESTATED MANAGEMENT AGREEMENT**

THIS TERMINATION OF AMENDED AND RESTATED MANAGEMENT AGREEMENT (the "Agreement") is made effective the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the State of Ohio, acting by and through the Ohio Facilities Construction Commission ("OFCC"), as successor in interest to the Ohio Cultural Facilities Commission ("OCFC") and the Ohio Arts Facilities Commission ("O AFC" and collectively with the OFCC and the OCFC, the "State") and the Toledo Science Center, an Ohio non-profit corporation ("Manager").

#### ***WITNESSETH:***

WHEREAS, State and Manager entered into that certain 2005 Amended and Restated Management Agreement dated July 1, 2005, as amended by that certain First Addendum to the Amended and Restated Management Agreement dated August 25, 2009 (collectively, the "Management Agreement") for the management of the real property and improvements further described in the Management Agreement (the "Property"); and

WHEREAS, the State and Manager desire to terminate the Management Agreement as of the Effective Date;

NOW, THEREFORE, in consideration of the foregoing premises and their mutual agreements hereinafter contained, the parties hereto agree as follows:

1. The Management Agreement is hereby terminated as of the Effective Date.
2. The parties hereby release and forever discharge each other from any liability, obligation, cost, expense, loss, claim, demand, action, and cause of action which are contained in, arise out of or are associated with the Management Agreement.
3. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and, except as set forth above, supersedes any prior or contemporaneous agreements and understandings, including without limitation the Management Agreement.

This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

**STATE:**

**State of Ohio, acting by and through the  
Ohio Facilities Construction Commission**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MANAGER:**

**Toledo Science Center**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_