
GROUND LEASE

Dated: _____, 20__

between

**AKRON-CANTON REGIONAL AIRPORT AUTHORITY,
as Landlord**

and

_____,
as Tenant

GROUND LEASE

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GROUND LEASE

THIS GROUND LEASE (“Ground Lease”) made and entered into the ____ day of _____, 20__, by and **between AKRON-CANTON REGIONAL AIRPORT AUTHORITY**, (“Landlord”), and _____ (“Tenant”).

WITNESSETH:

WHEREAS, Landlord is the owner of certain land in the City of Green, Summit County, Ohio, more particularly described in **Exhibit A** attached hereto, (hereinafter the “Premises”);

WHEREAS, Landlord desires to lease unto Tenant all of Landlord's interest in the Premises, (but specifically excluding any and all oil, gas and other mineral rights and rights under any oil, gas and other mineral rights leases and agreements, all of which are retained by the Landlord), for the purpose of constructing and occupying thereon a light industrial facility with ancillary office, warehouse, distribution facilities, and Tenant desires to lease from Landlord the Premises for those purposes;

NOW, THEREFORE, Landlord and Tenant, intending to be legally bound hereby, do agree that Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved on the part of the Tenant to be paid, kept and performed, does hereby demise and lease unto Tenant, and Tenant does hereby take and hire from Landlord, all such interest of Landlord in and to the Premises (as hereinafter defined), subject to the Permitted Encumbrances, for the uses and purposes hereinafter set forth and upon the following covenants, agreements, terms, provisions, conditions and limitations:

ARTICLE I

Definitions

For the purpose of this Ground Lease, unless the context otherwise clearly requires:

(a) The term "Base Rent" as used herein, means that portion of the Rent specified in Section 2.1 hereof.

(b) The term “Environmental Laws” is defined within the definition of “Hazardous Materials” in subsection (g) of these Definitions.

(c) The term "Event of Default" as used herein, means any event set forth in paragraphs (a) or (b), inclusive, of Section 16.1 hereof.

(d) The term “Hazardous Substances” as used herein, means (i) those substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “regulated substances,” or “solid waste” in the Toxic Substance Control Act, 15 U.S.C. § 2601 et. seq., as now existing or

hereafter amended (“TSCA”), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et. seq., as now existing or hereafter amended (“CERCLA”), the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et. seq., as now existing or hereafter amended (“RCRA”), the Federal Hazardous Substances Act, 15 U.S.C. § 1261 et. seq., as now existing or hereafter amended (“FHSA”), the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et. seq., as now existing or hereafter amended (“OSHA”), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et. seq., as now existing or hereafter amended (“HMTA”), and the rules and regulations now in effect or promulgated hereafter pursuant to each law referenced above; (ii) those substances listed in the United States Department of Transportation table (49 CFR § 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); and (iii) such other substances, mixtures, materials and waste which are regulated under applicable laws, or which are classified as hazardous or toxic under federal, state or local laws or regulations (all laws referenced in sections i, ii and iii above are collectively referred to as “Environmental Laws”).

(e) The term "Imposition" as used herein, means any tax, assessment, ad valorem real property tax, excise, levy, license or permit fee or other governmental charge, general and specific, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the Term may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect of, or become a lien on (a) the Premises or any part thereof, (b) the rent, income or other payments received by Tenant or anyone claiming by, through or under Tenant, (c) any use or occupation of the Premises or any part thereof, (d) such franchises as may be appurtenant to the use of the Premises or any part thereof and (e) this Lease, or any document to which Tenant is a party, creating or transferring an interest or estate in the Premises or any part thereof, (f) any imposed upon or measured by any rent or sum payable hereunder, including without limitation, any sales or gross income tax levied by the City of Green, Summit County, the State of Ohio, the Federal Government, or an other governmental body with respect to the receipt of such rent or other sums payable hereunder.

(f) The term "Institution" as used herein, means a savings bank, bank, trust or insurance company, pension fund (whether or not managed by a state agency), or lending institution authorized to make mortgage loans and supervised or regulated by the United States of America or any state thereof.

(g) The term "Landlord" as used herein means Akron-Canton Regional Airport Authority, its successors or assigns.

(h) The term "Lease Year" as used herein means a period of twelve (12) full consecutive months commencing upon the Rent Commencement Date.

(i) The term “Permitted Encumbrances” means the restrictions and the other items set forth in **Exhibit B** attached hereto and incorporated herein together with all matters of record or which would be shown by an accurate ALTA/NSPS survey.

(j) The term "Premises" as used herein means the real property described on **Exhibit A** attached hereto and made a part hereof, together with all improvements, fixtures and all alterations, replacements, additions and substitutions therefore, now or hereafter located thereon, but specifically excluding any and all oil, gas and other mineral rights and rights under any oil, gas and other mineral rights leases and agreements which are retained by the Landlord for all purposes.

(k) The term "Project" as used herein is described in Section 4.1.

(l) The term "Rent" as used herein means the sum of the Base Rent, Additional Rent and such other sums as are payable to Landlord in accordance with the terms hereof.

(m) The term "Rent Commencement Date" as used herein, shall mean _____, 20__.

(n) The term "Tenant" as used herein means _____, or any permitted assignee or permitted successor thereof.

(o) The term "Term" as used herein means the period of time described in Section 3.1 hereof, or if applicable, any extension term referenced in Section 3.2 hereof pursuant to an option to extend which has been duly exercised.

ARTICLE II

Rent

Section 2.1 Base Rent. As part of Rent, Tenant shall pay to Landlord, as Base Rent for the Premises, during the Term, the amounts set forth on **Exhibit C** attached hereto.

Base Rent for the extended terms which may be exercised under Section 3.2 hereof shall be as set forth on **Exhibit D** attached hereto.

The Base Rent shall be payable in successive monthly installments during the respective period in advance on the first day of each and every month during the respective period, the first such payment to include also any prorated Base Rent for the period from the date of the commencement of the Term to the first day of the first full calendar month in the Term. In the event of a fractional Lease Year with respect to which the Base Rent is to be paid, the Base Rent payable with respect to any calendar month thereof shall be prorated.

Section 2.2 Additional Rent. Any and all other amounts due from the Tenant under this Ground Lease shall constitute "Additional Rent" and shall be due as set forth in the applicable section of this Ground Lease providing for such payment or if no due date is set forth then the same shall be due and payable within thirty (30) days after Landlord provides Tenant with an invoice therefor.

Section 2.3 Place of Payments. Tenant shall make payment of each installment of Rent, without notice or demand, to Landlord in lawful money of the United States of America at

Landlord's Manager's offices which, until Tenant shall be otherwise notified in writing by Landlord, shall be _____. All such payments of Rent, except as otherwise provided herein, shall be made without deduction, counterclaim, abatement, suspension, deferment, defense, diminution or setoff for any reason whatsoever and except as provided herein, Tenant shall not have and hereby forever waives any right or claim of setoff against the payments of Rent to be paid by Tenant hereunder.

ARTICLE III

Term

Section 3.1 Initial Term. The covenants, conditions and obligations of the parties under this Lease and possessory rights hereunder shall become effective upon the execution of this Lease by both parties. Notwithstanding the foregoing, the "Term" of this Lease shall not be deemed to commence until the Rent Commencement Date and shall expire at midnight on [FORTY YEAR INITIAL TERM].

Section 3.2 Extension. Tenant may extend the Initial Term of this Lease for three (3) successive additional periods, the first being for twenty (20) years, the second being for twenty (20) years and third being for nineteen (19) years. These options shall be exercised upon written notice received by Landlord not later than one hundred eighty (180) days prior to the expiration of the then existing Term of this Lease as it would expire without such an extension. Such extended term(s) shall be subject to all of the terms and conditions of this Lease. Tenant's right to extend shall terminate if this Lease or Tenant's right to occupy the Premises shall be terminated on default of Tenant or as otherwise provided herein.

ARTICLE IV

Construction, Ownership of Improvements, Easements, Zoning and Approvals

Section 4.1 Project. Tenant intends to utilize the Premises by constructing and occupying thereon a light industrial facility with ancillary office, warehouse, distribution facilities. Such development, together with related amenities, improvements, structures, or appurtenances as Tenant may eventually elect to construct on the Premises consistent with the above permitted uses in accordance herewith, shall be referred to as the "Project." Tenant shall install and operate "obstruction to avigation" lights on all buildings on the Premises in accordance with Landlord's rules and regulations and any rules of applicable governmental authority. The number and placement of such lights shall otherwise be reasonably agreed upon by Tenant and Landlord.

[Insert project specifications, if any, and deadlines, if any]

Section 4.2 Approvals. The Project is subject to all conditions and approvals required under any applicable rules and regulations of the Landlord. Tenant is responsible for assuring it obtains all requisite approvals under all building, zoning use and other permits and approvals required under applicable law.

Section 4.3 Landlord's Project Responsibilities. In connection with the Project, Landlord shall be responsible for the following:

[Complete as necessary]

Section 4.4 No Joint Venture. Landlord is not a joint venturer with Tenant in any construction and Landlord's interest in the Premises shall not be subject to any mechanics or other liens related to any construction or improvements.

Section 4.5 Ownership of Improvements. Tenant, during the Term of this Ground Lease, shall own all buildings and improvements placed by Tenant on the Premises. On termination of this Lease, by lapse of time or for any other cause, subject to the attornment provisions of Article XIX, and the rights of such parties holding title to such buildings and improvements as set forth herein, Landlord shall have the option without expense to (a) take ownership of all said buildings and improvements (including, but not limited to, those placed upon the Premises by Tenant or any sublessees), or (b) require Tenant to remove all such buildings and improvements and fill any excavations resulting therefrom and bring the same to consistent grade with adjacent property.

A. **Section 4.6 Reserved Easements.** Landlord specifically reserves the exclusive right to grant or cause to be granted easements, rights-of-way, or consents over, under, and across Premises lying within 20 feet of the property line. Such easements, rights-of-way, and consents may be for the following purposes: (a) the construction, operation, and maintenance of underground utility lines, pipes, and systems to serving other lands; (b) to permit a utility to provide utility services to such other land; or (c) to permit ingress and egress on such Premises for purposes of servicing and maintaining such utilities. Tenant irrevocably appoints the Landlord as its attorney-in-fact for purposes of granting a similar easement, right-of-way, or consent from Tenant, or any other occupant of the Premises to any such utility.

Any such easements, rights-of-way, or consents granted by the Landlord may be granted across, through, under, and over any permitted improvements within such setback areas, now existing or hereafter established. Any such easements, rights-of-way, or consents granted by the Landlord shall provide that such utility shall repair, at its sole expense, any damage to any improvements, including without limitation any driveways, parking areas, fences, and walkways occurring as a result of the installation, relocation, maintenance, or repair of such utilities.

If any utility granted an easement, right-of-way, or consent by the Landlord should require, in addition, a similar easement, right-of-way, or consent from the Tenant, then Tenant, or any other occupant, by virtue of acquiring such right, title, or interest in such Premises, jointly and severally, covenants and agrees to execute and deliver such easement, right-of-way, or consent upon the request of the Landlord. Landlord further reserves an easement to utilize portions of the Premises for the purpose of drainage of surface water provided such does not materially adversely interfere with Tenant's use of the Premises. Landlord reserves the following additional easements:

[Insert if any].

ARTICLE V

Uses and Conduct of Business

Section 5.1 Purpose. Tenant shall use and occupy the Premises in compliance with the applicable laws, codes, regulations and ordinances and solely for the purpose of a light industrial facility with ancillary office, warehouse, distribution facilities, or for any other purpose approved in advance in writing by Landlord, which approval may be withheld in the sole judgment of Landlord, (a) if such use and occupancy would not be compatible with light industrial facility with ancillary office, warehouse, distribution facilities or (b) if such use is prohibited by the terms of any existing law, rule or regulation applying to Landlord or to Tenant or the terms of any existing agreement or ground lease to which Landlord is a party, or (c) if such use poses a safety hazard to the regional airport operated by Landlord.

Section 5.2 Summit County Resolution. This Ground Lease is subject to the terms of a resolution adopted by the Board of County Commissioners of Summit County, Ohio, on March 27, 1944, constituting an agreement by said County with the United States relative to the operation and maintenance of the Akron-Canton Regional Airport. It is agreed between the parties hereto that Lessee will not grant to any person, firm or corporation or permit any persons, firms or corporations to exercise any exclusive right for the use of the Airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or carrying on of any other exclusive right forbidden by 49 United States Code, Section 40103(e). It is specifically agreed that nothing herein contained shall be construed as granting or authorizing the granting of any exclusive right within the meaning of such Section of said Federal Aviation Act.

Section 5.3 No Discrimination. In Tenant's use of, and operations in connection with, the Premises during the Term of this Ground Lease and any and all renewals thereof, Tenant agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or on any other basis prohibited by applicable law. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or any other basis prohibited by law. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Tenant agrees that in the sale of goods, or rendering of services to the public, it will sell or furnish such goods or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and that it will charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that Tenant may be allowed to make reasonable and non-discriminatory discounts, rates or price reductions to volume users or purchasers.

Section 5.4 **Tenant's Responsibility.** Except as otherwise provided herein, Tenant's use and occupancy of the Premises shall be at its sole cost and expense and Landlord shall have no responsibility whatsoever therefor.

Section 5.5 **Conduct of Business, etc.** Tenant shall (a) conduct its business and operate the Premises at all times in a reasonable, safe and reputable manner, (b) keep or cause to be kept the Premises and improvements thereon, including entry ways, signage, graphics, and exterior and interior portions of doors, windows and other glass and plate glass fixtures thereon, in a neat, clean, sanitary and attractive condition, and (c) not unreasonably interfere with, hinder or obstruct Landlord's operations at the Airport or other owners or occupants of the Park.

Section 5.6 **Rules and Regulations.**

(a) Tenant shall comply with all reasonable rules and regulations issued by Landlord from time to time.

ARTICLE VI

Impositions

Section 6.1 **Payment by Tenant.** Tenant shall pay, before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all Impositions related to the Premises during the Term; provided, however, that if, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments as may become due during the Term as the same respectively become due and before any fine, penalty, further interest or cost may be added thereto; provided, further, however, that the amount of all installments of any such Imposition which are to become due and payable after the expiration of the Term shall be paid on or before the date of such expiration. It is further provided that any Imposition, other than Impositions which have been converted into installment payments by Tenant as aforesaid relating to a fiscal period of the taxing authority, a part of which period is included in a period of time after the expiration of the Term, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or in respect to or become a lien upon the Premises or shall become payable during the Term) be apportioned between Landlord and Tenant as of the expiration of the Term.

Section 6.2 **Landlord's Obligations.** Nothing herein contained shall require Tenant to pay municipal, state, county or federal income taxes assessed against Landlord, or any municipal, state, county or federal capital, levy, succession or transfer taxes of Landlord.

Section 6.3 **Right to Contest.** Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition unless such payment would operate as a bar to

such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 6.1 hereof, Tenant may postpone or defer payment of such Imposition if neither the Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost. Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

Section 6.4 **Separate Assessments.** Landlord shall use reasonable efforts to obtain real estate tax assessments for the Premises which are segregated from the remainder of the Park. In the event that such segregated assessments are obtained, Landlord shall cooperate with Tenant in requesting the appropriate public authorities to send all notices relating to Impositions directly to Tenant during the Term; Tenant shall promptly deliver to Landlord copies of all such notices received by Tenant.

Section 6.5 **No Joinder in Proceedings.** Landlord shall not be required to join in any proceedings referred to in Section 6.3 hereof unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord, in which case Landlord shall join in such proceedings or permit the same to be brought in its name. Landlord shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Tenant will indemnify, protect and save harmless Landlord from any such costs and expenses. Tenant shall be entitled to any refund of any Imposition and penalties or interest thereon received by Landlord which have been paid by Tenant, or which have been paid by Landlord but previously reimbursed in full by Tenant.

ARTICLE VII

Insurance

Section 7.1 **Liability Insurance.** Tenant shall, in addition to any other insurance required to be maintained by Tenant under the provisions of this Article VII, beginning with the commencement of the Term, maintain standard contractual liability insurance covering Tenant's indemnification of Landlord as provided in Section 13.1 hereof with limits of not less than those provided for in Section 7.3 hereof.

Section 7.2 **Casualty Insurance.** Tenant shall keep or cause its permitted sublessees or successors to keep, the Premises, together with any alterations, additions or improvements made thereto by or through Tenant, and all fixtures, contents, personal property and equipment contained therein and belonging to Tenant or Tenant's sublessees insured during the Term against loss or damage by perils insured under an "all risk" policy and any such other risks and casualties for which insurance is customarily provided for improvements of similar character in an amount not less than the greater of (a) eighty percent (80%) of the current full replacement value of such property (such value to be determined at least once every three (3) years by the underwriter of such insurance or by a qualified appraiser) or (b) the outstanding principal balance existing from time to time of any indebtedness secured by a lien upon the Tenant's leasehold interest in the Premises, provided, at any time Tenant's leasehold interest in the Premises secures blanket mortgage indebtedness in an

aggregate amount which exceeds the replacement value of such property located upon the Premises, then Tenant shall maintain not less than the limit of insurance specified in clause (a) of this Section 7.2.

Section 7.3 Public Liability Insurance. Tenant shall maintain during the Term comprehensive general public liability insurance against claims for personal injury, bodily injury, death or property damage occurring on or in the Premises, with a combined single limit of not less than Five Million Dollars (\$5,000,000.00), or the equivalent thereof. Notwithstanding the foregoing and without regard to whether Tenant is financing any portion of the Premises, at no time shall the aforesaid limits be less than the minimum limits from time to time customarily required by institutional lenders in connection with the financing of improvements of similar character. In the event of any dispute as to the limits which may be customarily required by institutional lenders, the dispute shall be resolved by averaging limits provided by two (2) lenders in the Akron, Ohio market with Landlord and Tenant each to select a lender to provide a limit.

Section 7.4 Violation. Tenant shall not knowingly violate or knowingly permit to be violated any of the conditions or provisions of any policy provided for in this Article VII.

Section 7.5 Type of Policies. All insurance provided for in this Article VII shall be effected under valid and enforceable policies issued by insurers rated at least "A" by Best's Rating Guide which are licensed to do business in the State of Ohio. If at any time the said Rating Guide shall cease to be published, there shall be substituted therefor the most similar rating guide then published. Insurer certified duplicates or originals of such policies bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord at Landlord's written request.

Section 7.6 Tenant as Insured. All policies of insurance provided for in Sections 7.1 and 7.3 hereof shall name Tenant as an insured. Such policies shall also name Landlord (and its Manager, if applicable) as a named insured. Each such policy shall contain an agreement (if commercially available) by the insurer that such policy shall not be canceled without at least thirty (30) days' prior written notice to Landlord. The loss, if any, under any policies provided for in Section 7.2 hereof shall be adjusted with the insurance companies by Tenant; the proceeds of any such insurance, as so adjusted, shall be payable to Tenant for the purposes set forth in Article XIV hereof.

Section 7.7 Blanket Policies. Any insurance provided for in this Article VII may be effected by a policy or policies of blanket insurance; provided, however, that the amount of the total insurance allocated to the Premises shall be such as to furnish the equivalent of separate policies in the amounts herein required; and provided further that in all other respects, any such policy or policies shall comply with all other provisions of this Article VII.

Section 7.8 Waiver. Tenant and Landlord hereby mutually waive to the fullest extent permitted by law any right of subrogation that either of their respective insurance carriers may have from time to time against the other party hereto, said party's directors, officers, employees, agents, tenants and visitors and their respective heirs, personal representatives and assigns. For the purposes of this Section 7.8, Tenant and Landlord will cause to be delivered to each other

certificates issued by their respective insurance carriers acknowledging the foregoing waiver by them of such right of subrogation.

ARTICLE VIII

Services to, and Repairs and Maintenance of, the Premises

Section 8.1 Landlord Obligations. Except as provided in Section 4.3, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations, additions or improvements in or to the Premises.

Section 8.2 Tenant Obligations. Tenant shall furnish at its sole cost and expense all services and facilities and make any repairs or alterations, additions or improvements on or to the Premises which are deemed necessary or desirable by Tenant or which are necessary to maintain the Premises in a condition at least equal to that generally prevailing from time to time, subject to normal wear and tear, with respect to other high quality commercial/light industrial improvements. Without limiting the foregoing, Tenant shall, or shall cause its permitted sublessees to, take good care of and make necessary repairs, structural or otherwise, to the Premises, and the buildings, fixtures, equipment and furnishings therein, roadways and parking areas, utility lines and the appurtenances thereto.

Section 8.3 Tenant's Neglect. In the event that after thirty (30) days prior written notice Tenant refuses or neglects to make the repairs specified in Section 8.2 hereof and such repairs are necessary to avoid an unsafe, hazardous or dangerous condition on the Premises or in the event that Landlord is required to make any repairs necessitated by the negligent acts or omissions of Tenant, its employees, agents, servants, subtenants, licensees or concessionaires, Landlord shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account of Tenant, but only after providing to Tenant notice of such refusal or omission and reasonable opportunity to cure the same. In the event that Landlord shall make such repairs, such work shall be paid for by Tenant at cost plus ten percent (10%) for Landlord's overhead and supervision.

Section 8.4 Triple Net Lease. The parties intend that this Ground Lease be a "triple net lease", meaning that Tenant shall pay all real estate taxes, all special assessments (if any), all insurance premiums, all expenses and assessments incident to the Premises and improvements thereon and each and every other cost and expense pertaining to Tenant's use and possession of the Premises and maintenance thereof.

ARTICLE IX

Compliance with Laws; Environmental Compliance

Section 9.1 Tenant's Covenant. Tenant shall promptly comply with or shall cause each occupant of the Project and Premises to comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters, or

any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Project and/or Premises or to the use or manner of use of the Project and/or Premises or any part thereof.

Section 9.2 **Right to Contest.** Tenant shall have the right to contest by appropriate proceedings diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 9.1 hereof. If by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrence of any lien of any kind against the Premises or Tenant's leasehold interest therein and without subjecting Landlord to any criminal liability for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding, provided that Tenant prosecutes the contest with due diligence. Landlord shall join in any proceedings referred to in this Section 9.2 if the provisions of any applicable law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord.

Section 9.3 **Environmental Covenants.**

(a) Except as provided below, Tenant will not, nor will Tenant allow any sublessee, during the Term, to manufacture, process, store, distribute, use, discharge or dispose of any Hazardous Substances in, under or at the Project or on the Premises (or any property adjacent thereto). Notwithstanding the foregoing, Landlord agrees Tenant may use and store on the Premises: (i) Hazardous Materials contained in office supplies customarily used in connection with general office uses, (ii) batteries and other fuels necessary to operate its conveyors, fork lifts and other equipment and vehicles used in the conduct of its business at the Property, and/or (iii) Hazardous Materials commonly used in Tenant's industrial manufacturing and industrial warehouse use of the Property; provided that (in each case) Tenant complies with all Environmental Laws and the Landlord's rules and regulations at all times in connection with such Hazardous Materials. Further, Tenant may store at the Project in limited quantities on a temporary basis from time to time of unopened, manufactured consumer goods which are in transport for delivery to their final destination, provided such storage is not in violation of any Environmental Law or other applicable law, rule or regulation.

(b) Tenant shall notify Landlord promptly in the event of any spill or release of Hazardous Substances into, on, or onto the Premises or at the Project regardless of the source of spill or release, whenever Tenant knows that such a release occurred.

(c) Tenant will not be involved in operations at the Property which would lead to the imposition on the Tenant or the Landlord of liability or the creation of a lien on the Premises, under the Environmental Laws.

(d) Except as provided in Section 9.4 below, Tenant shall contain at or remove from the Premises, or perform any other necessary remedial action regarding, any Hazardous Substance in any way affecting the Premises during the Term (and after the Term to the extent caused by Tenant or any sublessee or user permitted by Tenant) if, as and when such

containment, removal or other remedial action is required under any Environmental Laws or the CCRs and, whether or not so required, shall perform any containment, removal or remediation of any kind involving any Hazardous Substance in any way materially adversely affecting the Property which was caused by Tenant or any sublessee or user permitted by Tenant in compliance with all laws, rules and regulations and, upon reasonable request of Landlord after consultation with Tenant (which request may be given only if Landlord has received information such that it reasonably believes that environmental contamination exists which may have a material adverse effect on the Premises), shall arrange a site assessment, or such other or further testing or actions as may be required by applicable laws, rules and regulations or as may be mutually agreed to by Landlord and Tenant, to be conducted at the Property by qualified companies retained by Tenant specializing in environmental matters and reasonably satisfactory to Landlord in order to ascertain compliance with all Environmental Laws and the requirements of this Ground Lease, all of the foregoing to be at Tenant's sole cost and expense provided, that Tenant shall have the right to accompany Landlord or its agent in connection with any such entry.

Section 9.4 **Tenant Indemnity.** Tenant undertakes to protect, indemnify, save and defend Landlord and its managers, trustees, directors, officers, shareholders, employees and their respective successors, heirs and assigns (collectively the "Landlord Indemnitees") harmless from any and all liability, loss, damage and expense, including reasonable attorneys' fees, claims, suits and judgments that Landlord or any other Landlord Indemnitee, may suffer as a result of, or with respect to:

(a) The violation by Tenant or its agents, employees, contractors, or invitees of any Environmental Law at the Premises during the Lease Term, including the assertion of any lien thereunder and any suit brought or judgment rendered regardless of whether the action was commenced by a citizen (as authorized under the Environmental Laws) or by a government agency; and

(b) Any spill or release of or the presence of any Hazardous Substances brought upon the Premises by Tenant or any of its agents, employees, contractors, invitees or any third party (other than Landlord) during the Lease Term.

ARTICLE X

Liens

Section 10.1 **No Liens.** Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Tenant, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Pursuant to the provisions of Chapter 1311 of the Ohio Revised Code (or other applicable sections), under no circumstances shall the interest of Landlord in and to the Land or the Project be subject to liens for

improvements made by Tenant or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligation of Tenant.

Section 10.2 Discharge of Liens. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant shall with all due diligence cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. In the event such a lien is filed and is not claimed against the fee interest of Landlord, Tenant may contest the same with all due diligence and during the period of contest need not have the same discharged as required above.

Section 10.3 No Landlord Privity. Nothing in this Ground Lease shall be deemed or construed in any way as constituting the request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof.

ARTICLE XI

Right to Perform Covenants

Section 11.1 Landlord's Rights as to Insurance. If Tenant shall at any time fail to pay for or maintain any of the insurance policies provided for in Article VII hereof or cause the same to be done, then Landlord, after thirty (30) days' prior written notice to Tenant and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) pay for and maintain any of the insurance policies provided for in Article VII hereof. Tenant may, at its election, replace any such insurance so obtained by Landlord with substitute policies which satisfy the requirements of Article VII.

Section 11.2 Landlord's Rights as to Impositions. If Tenant shall at any time fail to make payment of any Imposition as and when required in Article VII hereof, then Landlord, after thirty (30) days' prior written notice to Tenant, and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any such payment as provided for in Article VI hereof.

Section 11.3 Tenant's Lack of Diligence. If Tenant shall at any time fail to make any payment or perform with due diligence any other act on its part to be made or performed under the terms of any mortgage which constitutes a lien on Tenant's leasehold estate in the Premises, Landlord, without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any payment or perform any other act on Tenant's part to be made or performed thereunder, unless such performance or obligation on Tenant's part is being reasonably contested by Tenant.

Section 11.4 Additional Rent. All sums paid by Landlord pursuant to this Article XI and all costs and expenses incurred by Landlord in connection with the performance of any such act shall constitute additional Rent payable by Tenant under this Ground Lease upon invoicing by Landlord.

ARTICLE XII

Entry on Property by Landlord

Upon reasonable request of Landlord, Tenant shall assist Landlord in obtaining reasonable access to such portions of the Premises as Landlord may request. Landlord's entry shall be conducted subject to reasonable protection of Tenant's permitted sublessees' or occupants' rights to maintain the confidentiality of proprietary information or trade secrets. Except in the case of an emergency, entry shall be during normal business hours and upon 24-hour prior notice.

ARTICLE XIII

General Indemnification

Section 13.1 Tenant. Tenant shall indemnify, protect and save harmless Landlord and its managers, trustees, directors, officers, shareholders, employees, and their respective successors, heirs and assigns from and against all liabilities, damages, penalties, claims, costs and expenses, including reasonable architect's and attorney's fees, which may be imposed upon or incurred by, or asserted against them, or any of them, arising out of or in connection with any intentional, willful or negligent act of Tenant or its sublessees during the period of Tenant's use and/or occupancy of the Premises, or otherwise arising out of any failure by Tenant to perform or comply with the terms hereof, or to cause its sublessees' or subtenants' agents, employees or assigns to perform and comply with the covenants, agreements, terms or conditions contained herein which are to be performed or complied with by Tenant.

ARTICLE XIV

Damage or Destruction

Section 14.1 No Termination. In the event of casualty to the Project resulting in damage or destruction, this Ground Lease shall not terminate but shall continue in accordance with its terms.

Section 14.2 No Rent Abatement. No damage to or destruction of the Premises or any part thereof by fire or other casualty shall terminate or permit Tenant to surrender this Ground Lease, nor shall it relieve Tenant from its liability to pay the Rent and other charges payable under this Lease.

Section 14.3 Restoration In case of the damage to or destruction of the Project or any part thereof by fire or other casualty, subject to the rights of the most senior leasehold mortgagee or any Landlord consent to mortgage, if any, Tenant shall restore, repair, replace, rebuild or alter the Project as nearly as possible to their values, condition and character immediately prior to such event. Provided Tenant is not then in default under this Ground Lease, Tenant shall receive all of the insurance proceeds payable under Tenant's insurance policies for such purposes.

ARTICLE XV

Condemnation

Section 15.1 Eminent Domain. In the event that the Premises or any part thereof shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord and Tenant and those authorized to exercise such right, or shall incur a compensable injury under the eminent domain, the Landlord and Tenant and any person or entity having an interest in the Landlord's or Tenant's share of the award shall have the right to participate in any condemnation proceedings or agreement as aforesaid for the purpose of protecting their respective interests hereunder.

Section 15.2 Substantial. If at any time during the Term title to the whole or substantially all of the Premises shall be taken by the exercise of the right of condemnation or eminent domain or by agreement between the Landlord and Tenant, and those authorized to exercise such right, this Lease may be terminated by Tenant on the date of such taking and the Rent provided to be paid by Tenant shall be apportioned and paid to the date of such taking. In such event, Impositions shall be apportioned only to the extent actually collected by Landlord, and, if uncollected, Landlord shall assign to Tenant any claim to recover such Impositions. For the purposes of this Section 15.2 "substantially all of the Premises" shall be deemed to have been taken if the portion of the Premises not so taken and taking into consideration the amount of the net award available for such purpose, cannot be so repaired or reconstructed as to constitute a complete, usable structure. If this Lease is not terminated by Tenant hereunder, then Tenant shall be entitled to a proportionate abatement of Rent equal to the percentage of the Premises which has been taken.

Section 15.3 Payment of Proceeds. In the event of the taking of the whole or substantially all of the Premises, subject to the rights of the mortgagee, if any, the rights of Landlord and Tenant to share in the proceeds of any award received for the Premises upon any such taking or injury shall be as follows and in the following order of priority:

(a) Landlord shall be entitled to a sum equal to the then current fair market value of the land (provided, however, that unless the taking occurs in the last extension available of the Term, there shall be excluded from such value any increase attributable to Tenant's improvements thereon or adjacent thereto);

(b) Tenant shall be entitled to a sum equal to the then current fair market value of Tenant's leasehold estate created hereunder for the term then in effect (not including extensions which are unexercised prior to knowledge of the desire of the taking authority to acquire the Premises or part thereof), plus improvements not included in the market value of the land as in (a) above.

Section 15.4 Restoration. If any time during the Term title to less than the whole or substantially all of the Premises shall be taken as aforesaid, Tenant or its sublessees or successors, to the extent that condemnation proceeds, if any, shall be sufficient for the purpose, shall restore, repair, replace, rebuild or alter the Premises as nearly as possible to their value, condition and character immediately prior to such event and subject to the rights of the mortgagee, if any, all of

the award or awards collected therefor shall first be applied and paid over toward the cost of such demolition, repair and restoration. Any balance remaining after payment of such costs of demolition, repairs and restoration shall be applied and paid over substantially in the same manner and subject to the same conditions as those provided in Section 15.3 hereof as such provisions related to the portion of the Premises so taken.

Section 15.5 Reduction. Except as herein otherwise specifically provided, if title to less than the whole or substantially all of the Premises shall be taken or injured as aforesaid, this Lease shall continue, and Tenant shall continue to pay the Rent and other charges herein reserved with appropriate abatement determined by Landlord based upon the portion of the Premises/Improvements taken or rendered unusable by the taking.

Section 15.6 Notice. If the temporary use of the whole or any part of the Premises shall be taken by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt notice thereof to Landlord, the Term shall not be reduced or affected in any way, Tenant shall continue to pay in full the Rent and other charges herein reserved, without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payment made for such use during the Term, subject to the rights of any mortgagee.

ARTICLE XVI

Conditional Limitations - Default Provisions

Section 16.1 Tenant Events of Default. If any one or more of the following events shall happen:

(a) if default shall be made in the due and punctual payment of Rent when and as the same shall become due and payable, and such default shall continue for a period of seven (7) days after written notice thereof from Landlord to Tenant (provided such notice need only be given once in any single calendar year); or

(b) if default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Ground Lease other than those referred to in the foregoing paragraph (a), and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant;

Then and in case of such event under (a) or (b) ("Events of Default") Landlord at any time thereafter during the continuance of such event or Events of Default may give written notice to Tenant, specifying such event or Events of Default and stating that this Ground Lease and the Term hereby demised shall expire and terminate on the date specified in such notice or that Landlord may at its election cure such default at Tenant's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Ground Lease and the Term and all rights of Tenant under this Lease shall expire and terminate unless the Tenant shall have cured same within said forty-five (45)-day period; (except that in connection with a default under subparagraph (b) not susceptible of being cured with due

diligence within forty-five (45) days, the time of Tenant within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Tenant commences and proceeds diligently to cure the same within the aforesaid forty-five (45) day period and further provided that such period of time shall not be so extended as to subject Landlord to any criminal liability).

Section 16.2 Surrender of Premises. Subject to rights of sublessees and/or parties validly holding title or an ownership interest in improvements upon the Premises under Section 19.1 below, upon any expiration or termination of this Ground Lease, pursuant to the provisions of Section 16.1 hereof, Tenant shall quietly and peacefully surrender the Premises to Landlord in accordance with Article 18, and Landlord, upon or any time after such expiration or termination, may, without further notice, enter upon and re-enter the Premises and, subject to the rights of permitted sublessees or parties validly claiming ownership to buildings and/or improvements upon the Premises, possess or repossess itself thereof by summary proceeding, judgment or otherwise, and may have, hold and enjoy the Premises and the right to receive all rental income from the Premises.

Section 16.3 Reletting. Subject to the rights of permitted sublessees in possession of all or a portion of the Premises, and/or parties claiming title and/or ownership of improvements thereon, as set for in Section 19.1 below, at any time or from time to time after expiration or termination pursuant to the provisions of Section 16.1 hereof, Landlord may rent the Premises or any part thereof not then being occupied by any of the above-referenced parties, in the name of Landlord or otherwise for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive all rental income of and from the Premises.

Section 16.4 Landlord's Recovery. In the event of any such expiration or termination by reason of Tenant's default, whether or not the Premises or any part thereof shall have been relet, Tenant shall pay to Landlord and Landlord may recover from Tenant hereunder, the Rent and all other charges required to be paid by Tenant up to the time of such expiration or termination, together with all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, and expenses of preparation for reletting.

Section 16.5 Landlord Events of Default. If substantial and material default shall be made by Landlord in the performance of or compliance with any of the material covenants, agreements, terms or conditions contained in this Ground Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord;

Then and in any such event ("Events of Default") Tenant at any time thereafter during the continuance of such event or Events of Default may give written notice to Landlord, specifying such event or Events of Default and stating that this Lease shall terminate on the date specified in such notice or that Tenant may at its election cure such default at Landlord's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Ground Lease shall terminate unless the Landlord shall have cured same within said forty-five (45)-day period; (except that in connection with a default not susceptible of being cured with due diligence within forty-five (45) days, the time of Landlord

within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Landlord commences promptly and proceeds diligently to cure the same and further provided that such period of time shall not be so extended as to subject Tenant to any criminal liability).

Section 16.6 Remedies Cumulative. The rights of the parties upon default as aforesaid are cumulative and are in addition to all others allowed at law or in equity, including but not limited to rights of specific performance.

Section 16.7 Limitation of Landlord Liability. Notwithstanding any other provision of this Ground Lease to the contrary, Landlord shall not have any personal liability whatsoever for failure to perform any of its obligations hereunder and in the event of any breach, that if breach or Event of Default by Landlord, Tenant shall make no claim, nor enforce nor seek to enforce such claim, either by law or in equity, by attachment, execution or other legal or equitable means, against any of Landlord's assets other than the interest of Landlord in the Premises and the future rents, issues, profits, insurance proceeds and condemnation awards to be deemed therefrom.

ARTICLE XVII

Condition of and Title to Property; Quiet Enjoyment

Section 17.1 Title. Landlord's title to the Premises is specifically subject to the the Permitted Encumbrances and any additional easements or rights of way permitted to be created or reserved to Landlord under this Ground Lease.

Section 17.2 No Landlord Warranty. Landlord hereby expressly disclaims any warranties of any nature, expressed or implied, as to the integrity or suitability of the Premises for construction of the Project and any other warranties of any nature, expressed, implied or otherwise, except as expressly set forth in the Ground Lease. Tenant hereby accepts the Premises in "as is" condition. Tenant represents that it has made complete inspection of the Premises and that it has conclusively determined therefrom that the Premises is suitable for Tenant's intended use thereof.

Section 17.3 Landlord Representations. Landlord represents and warrants that it has the power and authority to enter into this Ground Lease and to grant the tenancy hereby created. If and so long as Tenant pays the Rent and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall and may, peaceably and quietly have, hold and enjoy the Premises for the entire Term without interference by Landlord or anyone claiming by, through or under Landlord, subject to all of the provisions of this Ground Lease. Notwithstanding the foregoing, Tenant understands and acknowledges that there are uses of property adjacent to or near the proposed boundaries of the Premises which Tenant may consider offensive or unsightly. Landlord shall not be responsible for limiting or regulating such uses, but shall cooperate with Tenant's efforts, if any, to abate same.

ARTICLE XVIII

Surrender of Premises

At the expiration of the Term, Tenant shall surrender the Premises to Landlord, together with all alterations, additions and improvements thereto, in broom-clean condition and in good order and repair except for ordinary wear and tear. During the Term, Tenant shall comply with applicable law regulating the use, storage and disposal of hazardous materials. At surrender, Tenant shall provide Landlord a Phase I environmental report from a company reasonably satisfactory to Landlord certifying that there are no recognized environmental conditions or concerns on the Premises, nor hazardous materials remaining for disposal. For purposes hereof, "hazardous materials and contamination" shall mean any material or contamination considered to be hazardous under any applicable federal, Ohio or local law, regulation or code.

ARTICLE XIX

Transfers of Tenant's Interest; Mortgages

Section 19.1 Sale, Sublease, etc.

(a) Tenant may only assign or otherwise transfer or sublease its interest in the Premises with Landlord's prior written consent. In any such cases, Landlord's consent shall not be unreasonably withheld and Landlord agrees to endeavor to respond to Tenant's request for consent within thirty (30) days after receipt of the proposed transaction and financial information establishing that the proposed transferee has sufficient assets and cash flow to fully perform under this Ground Lease. Failure of Landlord to respond to Tenant's request within such time period shall constitute disapproval of such contemplated transaction. No sublease, assignment or transfer of Tenant's interest or portion thereof shall constitute a release of Tenant, unless expressly agreed in writing at the time of subletting, assignment or transfer.

Section 19.2 Subordination. Tenant shall have the right during the Term to subject Tenant's leasehold interest in the Premises to a leasehold mortgage (including any extension, modification, renewal or replacement thereof or any refinancing thereof) to secure any loan provided, however, that:

(a) Landlord shall not be liable for the payment of the sum secured by such leasehold mortgage, nor for any expenses incurred in connection with the same, and neither such leasehold mortgage nor any instrument collateral thereto shall contain any covenant or other obligation on the part of Landlord to pay such debt, or any part thereof, or to take any affirmative action of any kind whatsoever in connection with such leasehold mortgage; furthermore, such mortgagee will seek no money judgment against Landlord in connection with such leasehold mortgage; and

(b) Neither the term of the debt secured by said leasehold mortgage nor the period over which said debt is amortized shall terminate subsequent to the expiration of the term of this Lease including extensions that have been exercised.

(c) Casualty insurance proceeds in the event of casualty must be used for restoration or if not so used by reason of the lender's refusal to permit same, then lender must permit use of so much thereof as are required to render the damaged improvements safe, secure and in compliance

with applicable code or so much as may be required to demolish the improvements and restore the site to grade.

ARTICLE XX

Estoppel Certificates

At any time and from time to time either party to this Ground Lease, on at least ten (10) business days' prior written request by the other party to this Lease, shall execute and deliver to the party making such request a statement in writing certifying that this Ground Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid and stating whether or not, to the best knowledge of the party executing such certificate, the party requesting such statement is in default in performance of any covenant, agreement or condition contained in this Ground Lease and, if so, specifying each such default of which the executing party may have knowledge.

ARTICLE XXI

Notices

Section 21.1 Place. All notices, demands and requests required under this Ground Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served personally, or by facsimile or reliable e-mail transmission with confirmation of receipt, private overnight delivery service or if sent by United States certified mail, postage prepaid, addressed as hereinafter provided. All such notices, demands and requests mailed to Landlord shall be _____ addressed _____ to _____ Landlord _____ at _____, or at such other address (and addressed to the attention of such officer or other person) as Landlord may from time to time designate by written notice to Tenant and any mortgagee. All such notices, demands and requests mailed to Tenant or any of them shall be addressed to Tenant at _____, or at such other address as Tenant may from time to time designate by written notice to Landlord. All such notices, demands and requests mailed to any mortgagee shall be addressed to such mortgagee at the address furnished to Landlord pursuant to the provisions of Section 19.2 hereof, or to such other address as such mortgagee may from time to time designate by written notice to Landlord.

ARTICLE XXII

Access

Section 22.1 Access. If the Premises does not have current access to a public road Landlord also grants to Tenant, for the use of Tenant, its subtenants and their respective contractors, employees and invitees, the non-exclusive right to use, in common with others, the following ingress and egress: INSERT IF APPLICABLE OR REFER TO EXHIBIT.

ARTICLE XXIII

Miscellaneous

Section 23.1 Transfers. In the event that Landlord transfers its interest in the Premises or transfers its interest under this Ground Lease (other than a contingent transfer made to secure any indebtedness), upon such transfer Landlord shall be released as of the effective date of any such transfer from all liability and obligations hereunder. Upon Landlord's written request, Tenant shall promptly execute and deliver all documents deemed necessary or desirable by Landlord to evidence such release.

Section 23.2 Whole Agreement. Anything in this Ground Lease or otherwise to the contrary notwithstanding, this Ground Lease shall constitute a lease agreement only between Landlord and Tenant and shall not constitute an agency, partnership, or joint venture, either express or implied.

Section 23.3 Strict Performance. No failure by either party to this Lease to insist upon the strict performance of any covenant, agreement, term or condition of this Ground Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance or payment of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party to this Ground Lease, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party to this Lease. No waiver of any breach shall affect or alter this Ground Lease, but each and every covenant, agreement, term and condition of this Ground Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 23.4 Memorandum of Lease. Upon the commencement of the Term, Landlord and Tenant shall execute, acknowledge and deliver a Memorandum of Lease in a form and content reasonably satisfactory to Landlord and Tenant. Such Memorandum shall be recorded, at the cost of Tenant, in the public records of Summit County, Ohio.

Section 23.5 Entire Agreement. This Ground Lease and the documents referred to herein contains the entire agreement and understanding among the parties hereto and shall be deemed to supersede and cancel all other agreements and understandings, written or oral, entered into prior to the date hereof, relating to the transactions herein contemplated.

Section 23.6 Warranty. Tenant and Landlord hereby represent and warrant to the other that, except as expressly listed herein, no real estate broker has or will represent it in this transaction and that no finder's fees have been earned by any third party engaged by it.

[Insert any Brokers]

Section 23.7 Captions. The captions of this Ground Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Ground Lease.

Section 23.8 Invalidity. If any provision of this Ground Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Ground Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 23.9 Singular/Plural. The singular shall include the plural; the plural shall include the singular; and the use of any gender shall refer to any other gender, all where applicable.

Section 23.10 Governing Law. This Ground Lease and all the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Ohio, exclusive of choice of law rules.

Section 23.11 Binding Effect. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and their respective successors and assigns, except as otherwise provided herein.

Section 23.12 Time. Time is of the essence of this Ground Lease, and of each Section hereof.

Section 23.13 Manager. Landlord shall have the right in its discretion to engage a management company ("Manager") to manage some or all of Landlord's rights and obligations under this Ground Lease. Landlord will provide notice of the name and address of the Manager to Tenant. Landlord reserves the right to change the Manager at any time. In the event Landlord does appoint a Manager, Tenant shall direct all matters relevant to this Ground Lease and the Premises to and through such Manager. The Manager shall have no right to amend or modify this Ground Lease.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Ground Lease the day and year first above written.

LANDLORD:

**AKRON-CANTON REGIONAL AIRPORT
AUTHORITY**

By: _____
Name: _____
Its: _____

TENANT:

By: _____
Name: _____
Its: _____

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said county and state, personally came the above-named, _____ on behalf of **AKRON-CANTON REGIONAL AIRPORT AUTHORITY**, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 20__.

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF _____)

Before me, a Notary Public, in and for said county and state, personally came the above-named, _____ on behalf of _____, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

In testimony whereof, I have hereunto set my hand and official seal at _____, Pennsylvania, this ____ day of _____, 20__.

Notary Public

EXHIBIT A

Legal Description of Premises

EXHIBIT B

Permitted Encumbrances

EXHIBIT C

BASE RENT

Base Rent Schedule – Include C.P.I. Adjustment if Applicable

Lease Years 1 through 10, Base Rent shall be _____.

During each successive period of 10 years during the Initial Term, beginning with Lease Year 11, the Base Rent shall be adjusted, at the beginning of each such 10-year period of time, and, for such 10-year period of time, shall be computed as follows: multiply the Base Rent for the previous 10-year period of time by a fraction, the numerator of which is the C.P.I. at the beginning of the 10-year period of time for which the Base Rent is being calculated, and the denominator of which is the C.P.I. at the beginning of the previous 10-year period of time, but in no event shall such Base Rent during the 10-year period of time for which the Base Rent is being calculated exceed 120 percent of the Base Rent payable during the previous 10-year period of time.

As used herein, "C.P.I." means the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-1984 = 100) or, in the event such index is not published at a time when its application is called for hereunder, then the most nearly equivalent index then being published by the federal government or other authoritative compiler of such statistics, and in general use in northeastern Ohio.

EXHIBIT D

Extension Term Rent Schedule or Formula – Include C.P.I. Adjustment if Applicable