

GROUND LEASE

THIS GROUND LEASE (this "Lease"), is made and entered into effective the 1st day of June, 2002 by and between the MASON CITY SCHOOL DISTRICT ("Tenant") and THE CITY OF MASON ("Landlord").

RECITALS:

WHEREAS, the residents of Tenant have passed a tax levy for, among other things, the construction, furnishing and equipping of a new high school and a community recreation center; and

WHEREAS, Landlord owns the real estate on which said high school and community recreation center have been constructed; and

WHEREAS, pursuant to an Agreement to Proceed with a community recreation center, dated December 15, 1999, the Parties have entered into the Joint Use and Operation Agreement, of even date herewith (the "Joint Use Agreement"), which sets forth Tenant's and Landlord's joint rights and obligations with respect to the operation and maintenance of said community recreation center and certain portions of said real estate on which the community recreation center has been constructed pursuant to applicable provisions of the Ohio Revised Code, including O.R.C. § 755.16; and

WHEREAS, pursuant to the Joint Use Agreement, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord the real estate on which said high school and community recreation center have been constructed, operated and maintained.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE I. DEFINITIONS

"ADDITIONAL FACILITIES" means the means the Gas Line Facilities, Sewer Facilities, Water Facilities, Utility Facilities, City Municipal Sign and Community Facilities Sign.

"BASE RENT" means the rent payable pursuant to Section 3.2 of this Agreement.

"CITY MUNICIPAL BUILDING" the building located on the Contiguous Parcel that functions as the administrative building for the City and designated as the "City Municipal Building" on the Site Plan.

"CITY MUNICIPAL SIGN" means the Sign located on the Contiguous Parcel and designated as the "City Municipal Sign" on the Site Plan.

"COMMUNITY CENTER" means that portion of the Community Facility which Tenant is subleasing to Landlord and Landlord is subleasing from Tenant under the Sublease and which is more particularly described in the Joint Use Agreement.

"COMMUNITY FACILITIES" means the Community Facility, Community Facility Parking Lots, Community Facility Sidewalks, Community Facility Driveways, Main Sign and High School Sign.

"COMMUNITY FACILITIES SIGN" means the Sign located on that portion of the Land that is designated as the "Community Facilities Sign" on the Site Plan.

"COMMUNITY FACILITY" means the Community Center and the Interior Shared Areas (as defined in the Joint Use Agreement).

"COMMUNITY FACILITY DRIVEWAYS" means those Driveways located on the Land which are color blocked in light blue on the Site Plan.

"COMMUNITY FACILITY PARKING LOTS" means those Parking Lots located on the Land which are color blocked in red on the Site Plan.

"COMMUNITY FACILITY SIDEWALKS" means those Sidewalks located on the Land which are color blocked in dark gray on the Site Plan.

"CONTIGUOUS PARCEL" means that certain parcel of land, owned by Landlord, which is contiguous to the Land which includes (a) that real estate described on the attached Exhibit "A" and (b) that portion of the real estate, depicted as "City of Mason 118.264 Acres OR 275, Page 53 (SR 66-88)" ("118 Acre Parcel") on the Utilities Plan (as defined by the Easement Agreement) and legally described on Exhibit "B", on which a portion of the Detention Areas (as defined by the Easement Agreement), Perimeter Road, Bike Path, and Outdoor Recreation/Athletic Facilities (as depicted on the Site Plan) are located as depicted on the Site Plan. Those portions of the 118 Acre Parcel to which the Detention Areas, Perimeter Road, Bike Path and Outdoor Recreation/Athletic Facilities are not applicable or on which the Detention Areas, Perimeter Road, Bike Path and Outdoor Recreation/Athletic Facilities are not located are not included within the definition of "Contiguous Parcel" and are not subject to this Lease.

"CONTRACT YEAR" means the fiscal year of Landlord, which runs from January 1 to December 31 of each calendar year.

"DRIVEWAYS" means the School Driveways and Community Facility Driveways.

"EASEMENT AGREEMENT" means the Restrictions and Easement Agreement, of even date herewith, which has been executed by Landlord and Tenant pursuant to the Joint Use Agreement, wherein Landlord and Tenant impose certain restrictions with respect to the use of the Land and the Contiguous Parcel and grant to each other certain easements with respect to the Project.

"EQUIPMENT" means the fitness and weight equipment, furniture, technology equipment, aquatic equipment (exclusive of any aquatic mechanical, filtration and circulation systems which are hereby deemed to be fixtures and part of the structure of the Community Facility and exclusive of any heating, ventilation or air conditioning systems, plumbing, electrical and other utility systems, all of which are hereby deemed to be fixtures and part of the structure of the Community Facility), as more particularly described in the Joint Use Agreement, as well as the "New Equipment", as that term is defined by the Joint Use Agreement.

"GAS LINE FACILITIES" means those certain gas lines and related facilities which are located in the Gas Line Easement Area, as such term is defined by the Easement Agreement.

"HIGH SCHOOL FACILITIES" means the High School, School Parking Lot, School Driveways, School Sidewalks and certain other unimproved areas located on the Land and including, without limitation, all other improvements (except the Community Facilities, any Additional Facilities and Perimeter Road) made constructed or installed by Tenant on the Land and including any future expansion, replacements, modifications or alterations thereof made in accordance with Joint Use Agreement or this Lease.

"HIGH SCHOOL" means that portion of the High School Facilities which is designated on the Site Plan as the "High School".

"HIGH SCHOOL SIGN" means the Sign located on that portion of the Land that is designated as the "High School Sign" on the Site Plan.

"JOINT USE AGREEMENT" means the Joint Use and Operation Agreement, of even date herewith, by and between Landlord and Tenant with respect their joint rights and obligations regarding the use, operation and maintenance of the Community Facilities and that portion of the Land on which the Community Facilities are located.

"LAND" means that certain parcel of real estate which is owned by Landlord and leased to Tenant pursuant to this Lease, as more particularly described on Exhibit "C" attached hereto and incorporated herein by reference.

"LARGER PARCEL" means that certain tax parcel of real estate, of which the Land and Contiguous Parcel are or were a part, which is identified as the real estate acquired by Landlord in an instrument appearing of record in Official Record 2270, Page 374 of the Warren County, Ohio Recorder's records and identified as SR 115-24 by the Warren County, Ohio Auditor.

"LEASE" means this Ground Lease.

"MAIN SIGN" means the Sign located on the Contiguous Parcel and designated as the "Main Sign" on the Site Plan.

"PARKING LOTS" means the School Parking Lots and the Community Facility Parking.

"PARTY" means Landlord or Tenant and their respective successors and assigns (subject to Section 10.1 hereof).

"PERIMETER ROAD" means the road located around a portion of the perimeter of the Land and on a portion of the Contiguous Parcel, as designated on the Site Plan.

"PREMISES" means, collectively, the Land and the Project Improvements and that portion of the Perimeter Road located on the Land and all other improvements to be constructed and installed or which may be constructed and installed thereon pursuant to this Lease, together with all appurtenant easements, rights of way and other appurtenances in adjoining and adjacent land, highways, roads, streets and lanes, whether public or private, reasonably required for the installation, maintenance, operation and service of the Utilities (as defined by Section 3.3(b) hereof) and for driveways and approaches to and from abutting highways, for the use and benefit of the Land.

"PROJECT" means the Project Improvements, Additional Facilities, and Perimeter Road, including any future expansion, replacements, modifications, alterations and additions thereof made in accordance with the Joint Use Agreement or this Lease.

"PROJECT IMPROVEMENTS" means the Community Facilities and High School Facilities.

"SCHOOL DRIVEWAYS" means those Driveways color blocked in dark blue on the Site Plan.

"SCHOOL PARKING LOTS" means those Parking Lots color blocked in yellow on the Site Plan.

"SCHOOL SIDEWALKS" means those Sidewalks color blocked in orange on the Site Plan.

"SEWER FACILITIES" means the sewer lines and related facilities which are located in the Sewer Easement Area, as such term is defined by the Easement Agreement.

"SIDEWALKS" means the Community Facility Sidewalks and the School Sidewalks.

"SIGNS" means the four (4) signs, designating various portions of the Project and/or the name of the City Municipal Building (as defined by the Ground Lease), located on those areas designated on the Site Plan.

"SITE PLAN" means the drawing which depicts the Project, as constructed on the Land, and portions of the Contiguous Parcel. A true and accurate copy of the Site Plan is attached hereto as Exhibit "D".

"SUBLEASE" means the Sublease Agreement, of even date herewith, by and between Landlord and Tenant, wherein Tenant subleases to Landlord and Landlord subleases from Tenant the Community Center, as more particularly described in Section 13.2 of this Lease.

"UNAPPROVED EQUIPMENT" means New Equipment (as defined by the Joint Use Agreement) which has not been mutually approved for acquisition by the Parties but which is purchased by a Party in accordance with the Joint Use Agreement.

"UTILITY FACILITIES" means those certain utility lines and related facilities which are located in the Utility Easement Area, as such term is defined by the Easement Agreement.

"WATER FACILITIES" means the water lines and related facilities located in the Water Easement Area, as defined by the Easement Agreement.

ARTICLE II. LEASE OF PREMISES

2.1 DEMISE AND TERM.

(a) Demise. In consideration of and subject to the Rent (as defined in Section 3.3 hereof) herein reserved and the covenants and conditions herein contained on the part of Tenant to be paid, performed, observed and complied with, Landlord hereby lets, leases and demises unto Tenant, and Tenant hereby lets, leases and takes from Landlord, the Premises, to have and to hold the Premises during the Term (as defined in Section 2.2(a) hereof), unless and until sooner terminated as expressly provided herein, subject to the Joint Use Agreement, Easement Agreement and Sublease.

(b) Mutual Performance. Landlord and Tenant each hereby covenant and agree to perform, fulfill and observe their respective covenants, obligations and conditions herein contained.

(c) Ownership of Premises. The Project Improvements and that portion of the Perimeter Road located on the Land and all other improvements constructed on the Land by or on behalf of Tenant (including, without limitation, any future expansion, replacements, alterations or modifications of or additions or alterations of or to the Project Improvements or said portion of the Perimeter Road) shall be owned by Tenant in fee, pursuant and subject to the terms and conditions of this Lease, the Joint Use Agreement, Sublease and Easement Agreement provided that Landlord is and shall be the owner of the Land, in fee. Tenant shall have the absolute right to pledge, encumber and or hypothecate its interest in the Project Improvements and that portion of the Perimeter Road located on the Land and in this Lease and any other improvements constructed on the Land by or on behalf of Tenant pursuant to this Lease, without the consent of Landlord, as provided by Section 8.2 of this Lease.

2.2 TERM.

(a) Initial Term and Renewal Terms. The initial term of this Lease shall commence on March 1, 2003 (the "Commencement Date") and shall terminate twenty (20) Contract Years thereafter; provided that if the Commencement Date is other than January 1st of a Contract Year, such initial term of twenty (20) Contract Years shall be extended by a period of time equal to the balance of such partial Contract Year (the "Initial Term"). This Lease shall automatically be renewed for three (3) additional consecutive terms of twenty (20) Contract Years and one (1) additional consecutive term of nineteen (19) Contract Years (collectively, the "Renewal Terms" or, individually, "Renewal

Term") (collectively, the Initial Term and all Renewal Terms, if applicable, shall be referred to herein as the "Term"), unless, not less than one hundred eighty (180) days prior to the end of the Initial Term or the then current Renewal Term, as the case may be, Tenant provides written notice to Landlord of Tenant's intent to terminate this Lease, in which event this Lease shall terminate at the expiration of the last Contract Year of the Initial Term or the then current Renewal Term, as the case may be. All the terms, covenants and conditions of this Lease shall continue in full force and effect during each of the Renewal Terms, subject to Section 10.1(b) hereof. Notwithstanding the foregoing, in the event that this Lease is terminated pursuant to the terms of the Joint Use Agreement, the Term shall also terminate or, in the event only Tenant's right to lease the Community Center and Gymnasium is terminated pursuant to the Joint Use Agreement, Tenant's rights and obligations with respect to the Community Center and the Gymnasium hereunder shall terminate on the date on which the Joint Use Agreement dictates that such termination shall be effective, neither Party having any further rights or obligations hereunder or, if such termination only applies to the Community Center and Gymnasium, any further rights with respect to the Community Center and Gymnasium, except to the extent that this Lease specifically provides that such rights or obligations shall survive the expiration of the Term or earlier termination of this Lease.

(b) Effect of Termination. In the event that this Lease is terminated or cancelled pursuant to Section 2.2(a) above or for any reason specifically permitted under this Agreement, as of the effective date of such cancellation or termination, neither Party shall have any further rights or obligations hereunder or, if this Lease has terminated only as to the Community Center and Gymnasium, with respect to the Community Center and Gymnasium except to the extent this Lease specifically provides otherwise or provides that such rights or obligations shall survive the expiration of the Term or earlier termination of this Lease.

2.3 SURRENDER.

(a) Surrender of Premises. At the expiration of the Term or earlier termination of this Lease, Tenant agrees to peaceably surrender and deliver to Landlord the Premises or, if this Lease has terminated only as to the Community Center and the Gymnasium, the to peaceably surrender and deliver to Landlord Community Center and the Gymnasium in the state of repair required of Tenant pursuant to this Lease, except for loss or damage caused by an Event of Casualty (as defined by Section 11.1(a) hereof) or by Condemnation (as defined in Section 11.2(a) hereof) (to the extent Tenant is not required to restore repair same pursuant to this Lease or the Joint Use Agreement) and ordinary wear and tear, depreciation and obsolescence, and the acts or omissions of Landlord, its agents, employees and/or contractors all excepted. Tenant shall not have the right to remove the Project Improvements, Additional Facilities or Perimeter Road from the Land at anytime during the Term or upon the expiration of the Term or earlier termination of this Lease. Subject to Tenant's rights under Sections 11.1(a) and 11.2(a) hereof, on the date on which the Term expires or this Lease is terminated

or cancelled as to the entire Premises, Landlord shall be deemed the fee owner of the Project and all other improvements constructed on the Land by Tenant, and Tenant shall, at Landlord's request and expense, execute and deliver to Landlord a quitclaim deed to the Project Improvements, any Additional Facilities and the Perimeter Road and all other improvements constructed on the Land by Tenant; provided that if, pursuant to the Joint Use Agreement, this Lease terminates only as to the Community Center and Gymnasium, Landlord shall only be deemed to the fee owner of the Community Center and Gymnasium, and Tenant shall, at Landlord's request and expense, execute and deliver to Landlord a quitclaim deed only to the Community Center and Gymnasium.

(b) Removal of Personalty. Notwithstanding the foregoing, Tenant shall have the right at any time, during the Term and from time to time until thirty (30) days after the expiration of the Term or earlier termination of this Lease, to remove all or any Personalty (as defined by Section 8.1 hereof) from the Premises subject to such termination so long as any physical damage to the Premises occasioned by such removal is repaired by Tenant.

(c) Survival. This Section 2.3 shall survive the expiration of the Term or earlier termination of this Lease.

2.4 COVENANTS OF TITLE AND QUIET ENJOYMENT.

(a) Covenant of Title. Landlord warrants that it has fee simple title to the Land and that the Land shall be delivered to Tenant free and clear of all claims, obligations, mortgages, assessments, liens and encumbrances of any nature whatsoever, subject to matters expressly approved in writing by Tenant.

(b) Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent hereby reserved, and performing and observing the covenants hereof to be kept and performed by Tenant, shall peaceably hold and enjoy the Premises with exclusive control and possession of the Premises for the Term, except as may be otherwise expressly stated herein and subject to the Joint Use Agreement, Sublease and Easement Agreement.

(c) Access to Premises. Subject to Landlord's rights and obligations under the Joint Use Agreement, Sublease and Easement Agreement, Landlord, and any agents, employees, officers and independent contractors of Landlord, will have access to the Premises for the purpose of examining and inspecting same at all reasonable times and upon not less than five (5) days prior written notice to Tenant (except in cases of emergency), and with Tenant having the right to have an agent at all times present during such entry.

2.5 HOLDING OVER. If Tenant remains in possession of the Premises after the expiration of the Term or earlier termination of this Lease or, if this Lease terminates only as to the Community Center and the Gymnasium, if Tenant remains in possession of the Community Center and Gymnasium after such termination and without an agreement

concerning such holding over and Landlord accepts Rent in respect thereof, unless this Lease has been assigned to an FMR Assignee Tenant (as defined in Section 10.1(b) hereof) (in which case a tenancy from month to month shall be deemed to have been created), a tenancy from year to year shall be deemed to have been created. Such tenancy may be terminated at any time by either Landlord or Tenant by notice to the other with the termination date to be set out in the notice and to be at least sixty (60) days after delivery of the notice. Such tenancy, in the absence of written agreement to the contrary, shall be subject to all the terms of this Lease, except as to the Term and except that the Base Rent payable during such tenancy shall be increased by an amount equal to ten percent (10%) of the Base Rent payable during the preceding Contract Year.

2.6 EASEMENTS. Subject to the Easement Agreement, Landlord hereby grants to Tenant, appurtenant to the leasehold estate demised hereby in the Premises, the easements and rights in the nature of easements which are appurtenant to the Land, including, but not limited to, perpetual, non-exclusive ingress/egress easements for vehicular and pedestrian access from and to the Premises from dedicated public roads over and across and through adjoining tracts and other necessary tracts.

ARTICLE III. RENT

3.1 COVENANT TO PAY. Tenant covenants and agrees to pay the Rent as herein provided.

3.2 BASE RENT. No Base Rent shall be payable by Tenant to Landlord prior to the Commencement Date. Beginning on the Commencement Date and continuing thereafter for each Contract Year during the Term, Tenant shall pay to Landlord Base Rent of One and 00/100 Dollar (\$1.00) per Contract Year which shall be payable, in advance, on the first day of each Contract Year during the Term, with the first such payment of Base Rent being due on the Commencement Date. Tenant may prepay Base Rent for all or any portion of the Term at any time.

3.3 TAXES, UTILITY AND OTHER CHARGES. The following costs and expenses shall be referred to herein as "Additional Rent" (collectively, Base Rent, Additional Rent and all other costs, charges and expenses due from Tenant hereunder shall be referred to herein as "Rent") and shall be paid pursuant to this Section 3.3.

(a) Real Property Taxes.

(i) Exemption from Real Property Taxes. Landlord and Tenant acknowledge and agree that the Land and the Project Improvements and that portion of the Perimeter Road located thereon and any other improvements which may be constructed thereon are currently exempt from real estate taxes assessed by the Treasurer of Warren County, Ohio ("Real Property Taxes"). The foregoing notwithstanding, to the extent, at any time during the Term, that the Premises are no longer exempt from Real Property Taxes, Tenant shall pay to Landlord Tenant's

share of the Real Property Taxes applicable to the Larger Parcel pursuant to Section 3.3(a)(ii) and (iv) below.

(ii) Share of Real Property Taxes. In the event that the Land is then assessed as a separate tax parcel from the Larger Parcel by the Warren County, Ohio Auditor's office, Tenant shall reimburse Landlord for the Real Property Taxes which become a lien with respect to the Premises during the Term within thirty (30) days of written notice and presentation of photocopies of paid tax statements and other written evidence proving that such Real Property Taxes have been paid. The foregoing notwithstanding, until the Land is so separately assessed, Tenant's share of Real Property Taxes applicable to the Larger Parcel shall be the sum equal to (the "Share") (1) thirty (30%) percent of the Real Property Taxes paid with respect to the value of the Project Improvements (if applicable) and that portion of the Perimeter Road located on the Land (which value shall be reasonably determined by Landlord and Tenant based upon the applicable tax bill), plus (2) thirty (30%) percent of the Real Property Taxes paid with respect to the value of the Land, which value shall be determined by multiplying the land value (and not the value of the Project Improvements or Perimeter Road or any improvements or buildings located on the Larger Parcel) for the Larger Parcel (as reflected by the applicable tax bill) by a fraction where (A) the numerator is the acreage of the Land and (B) the denominator is the acreage of the Larger Parcel. If the acreage of the Larger Parcel changes during the Term, the denominator of the fraction shall change accordingly, and Landlord shall document such change in writing to Tenant. Tenant shall only be responsible for Real Property Taxes which become a lien during the Term with respect to the Premises, and each and every installment of Real Property Taxes attributable to the Premises shall be prorated based on actual days elapsed, if applicable, for any partial tax year during the Term. Landlord agrees to pay, before they become delinquent, all Real Property Taxes lawfully levied or assessed against the Premises and the Larger Parcel; subject to Tenant's obligation to reimburse Landlord for the applicable Real Property Taxes (or Share thereof, as the case may be) within thirty (30) days of written notice and presentation of photocopies of paid tax statements and other written evidence proving that the Real Property Taxes have been paid. Either Tenant or Landlord may, at its expense, contest and dispute any Real Property Taxes, and in such case, the disputed Real Property Taxes need not be paid until finally resolved, unless otherwise required by applicable law.

(iii) Payment of Real Property Taxes on Landlord's Behalf. If Landlord fails to pay when due any Real Property Taxes required to be paid by Landlord pursuant to this Lease and Landlord is not contesting the same by appropriate proceedings as permitted in the preceding Section 3.3(a)(ii), Tenant shall have the right to pay the same after fifteen (15) days prior written notice to Landlord thereof, and Landlord covenants to

reimburse to Tenant, for any amounts (less the Share) so paid by Tenant within fifteen (15) days after expiration of such notice period.

(iv) Termination of Joint Use Agreement. In the event that the Joint Use Agreement is terminated and, pursuant to the terms of the Joint Use Agreement, Tenant retains the right and/or obligation to lease any portion of the Project and Land (as to that portion of the Project and Land and any other improvements which Tenant continues to lease hereunder after termination of the Joint Use Agreement, the "Leased Premises"), the Share to be paid by Tenant with respect to the Real Property Taxes applicable to the Larger Parcel shall, as of the date on which the Joint Use Agreement terminates, be as follows: (1) one hundred (100%) percent of the Real Property Taxes paid with respect to the value of the Project and other improvements that are part of the Leased Premises (which value shall be reasonably determined by Landlord and Tenant based upon the applicable tax bill), plus (2) one hundred (100%) percent of the Real Property Taxes paid with respect to the value of that portion of the Land that is part of the Leased Premises, which value shall be determined by multiplying the land value (and not the value of the Project Improvements, Perimeter Road or any improvements or buildings located on the Larger Parcel) for the Larger Parcel (as reflected by the applicable tax bill) by a fraction where (A) the numerator is the acreage of the portion of the Land that is part of the Leased Premises and (B) the denominator is the acreage of the Larger Parcel. In the event that the Joint Use Agreement is terminated other than on the first or last day of a tax year, any increase in the Share, as provided above, shall be prorated based on actual days elapsed, if applicable, from the date of such termination through the last day of the tax year in which said termination occurs.

(b) Utilities. From and after the Commencement Date and thereafter during the Term, all charges and rates, including all taxes, assessments and payments in lieu thereof, for utilities (including, without limitation, sewer, refuse removal, gas, water, heat and electricity services but excluding telephone services) (collectively, "Utilities") which are applicable to the Premises shall be paid pursuant to the Joint Use Agreement, provided that all Utilities Charges (as hereinafter defined) generated by the Additional Facilities for Utilities used or consumed by property other than the Project shall be paid for by Landlord. For purposes of this Lease, all charges and rates, including all taxes, assessments and payments in lieu thereof, for Utilities shall be referred to herein as "Utilities Charges". The foregoing notwithstanding, if the Joint Use Agreement is terminated and, pursuant to the terms of the Joint Use Agreement, this Lease remains in effect, Tenant shall, as of the date on which the Joint Use Agreement terminates, pay all Utilities Charges applicable to the Leased Premises, which accrue from the date of such termination and through the remainder of the Term; provided that if such termination is effective as to only a part of the Project and the Utilities Charges cannot be separately metered to the Leased Premises and the portion of the Project to which such termination is effective, the Parties shall

apportion such Utilities Charges between themselves based upon some fair and equitable method, mutually acceptable to the Parties. The foregoing notwithstanding, Landlord shall continue to be responsible for all Utilities Charges generated by the Additional Facilities for Utilities used or consumed by property other than the Project.

(c) Other Taxes. Subject to the Joint Use Agreement, from and after the Commencement Date and thereafter during the Term, any business taxes or license fees and similar taxes which may be charged, levied or assessed in connection with the Premises or Tenant's leasehold interest therein, which taxes or fees are properly levied or assessed against Tenant shall be paid by Tenant before delinquency.

3.4 LANDLORD MAY PAY ADDITIONAL RENT. If Tenant fails to pay when due any Additional Rent required to be paid by Tenant pursuant to this Lease and Tenant is not contesting the same by appropriate proceedings (which is hereby permitted), Landlord shall have the right to pay the same at the expense of Tenant after fifteen (15) days prior written notice to Tenant thereof, and Tenant covenants to reimburse to Landlord, as Rent, for any amounts so paid by Landlord within fifteen (15) days after expiration of such notice period.

3.5 CONTEST BY TENANT.

(a) Permitted Contests. Tenant shall have the right, at Tenant's expense, by appropriate proceedings conducted diligently and in good faith.

(i) to contest or apply for a reduction of the amount, legality or mode of payment of any Utilities charges or rates, Real Property Taxes or any other charges, taxes, assessments or fees of any nature whatsoever payable by Tenant hereunder or payable pursuant to the Joint Use Agreement; to contest any lien or claim for lien levied or charged in respect of the Premises; and to contest any statute, law, ordinance, regulation or order affecting the Premises; and

(ii) to intervene in any Condemnation or expropriation proceedings, to defend and to prosecute any claims and, in general, to take any appropriate actions to protect and enforce any rights or interests it may have acquired and/or hereafter acquire by virtue of this Lease.

(b) Period of Contest. During the period of any contest, application or action made or taken in accordance with this Section, no Event of Default (as defined in Section 12.1(a) hereof) by Tenant shall be deemed to have occurred in the performance of the covenant, obligation or agreement under this Lease, which is the subject matter of such contest, application or action; provided, however, that during the period of any such contest, application or action, there shall be no abatement of Rent by reason of this Section, except to the extent permitted by applicable laws or proceedings.

(c) No Loss. No contestation by Tenant shall be conducted in such a manner as to cause the loss of the Premises through sale or forfeiture. If any such contestation could reasonably result in such loss, Landlord may require Tenant to post security (either in the form of cash, a bond or a letter of credit, as Tenant may reasonably elect) in the full amount of the lien or claim being contested.

(d) Assistance by Landlord. Landlord hereby agrees to render to Tenant any and all reasonable assistance, at no cost to Tenant, in any action taken by Tenant under this Section, including (if required) joining in the signing of any protests, complaints, pleadings or other documents which Tenant may reasonably deem advisable to file.

(e) Rebates and Refunds. Any rebate or refund made or paid on account of any action taken by Tenant under this Section shall be repaid to the Party who made the payment on account of which the rebate or refund has been made or paid.

(f) Survival. This Section shall survive the expiration of the Term or earlier termination of this Lease.

3.6 PAYMENTS OF RENT. All Rent shall be paid at the office of Landlord designated in Section 13.4 hereof, or at such other place in the United States of America designated by at least ten (10) business days' prior written notice from Landlord, in lawful money of the United States of America, without any prior demand therefore. Tenant covenants and agrees that the Rent to be paid hereunder shall be paid without abatement, off-set or deduction, except as otherwise expressly provided herein or permitted by law.

3.7 NET LEASE. Tenant acknowledges and agrees that, from and after the Commencement Date, it is intended that this Lease is, except as otherwise expressly stated herein and subject to the Joint Use Agreement, Sublease and Easement Agreement, a completely "net lease" to Landlord, and that Landlord is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises, including, without limitation, the Project Improvements or that portion of the Perimeter Road located on the Land or arising from or relating to the use and occupancy thereof, the contents thereof or the business carried on therein, except as may be otherwise expressly stated herein or in the Joint Use Agreement, Sublease or Easement Agreement.

ARTICLE IV. USE OF PREMISES

4.1 USE OF THE PREMISES. Subject to the Joint Use Agreement, Sublease and Easement Agreement, Tenant may use the Premises for any legal purposes, including, without limitation, educational and related extracurricular and intramural purposes ("Educational Uses") and community and fitness center purposes. The Educational Uses and intramural purposes and community and fitness center purposes shall be collectively referred to herein as the "Intended Uses."

4.2 PROHIBITED ACTIVITIES AND OBSERVANCE OF LAW. Tenant covenants and agrees that Tenant (a) will not use or permit, or suffer the use of the Premises, or any part thereof, for any act or omission which constitutes waste upon or damage to the Premises and (b) shall, at its sole cost and expense, promptly observe and comply with all provisions of law and all requirements of all governmental authorities, including federal, state and municipal authorities, now or hereafter in force which pertain to or affect Tenant's use of the Premises or the conduct of any business in the Premises, or the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Premises (collectively, "Compliance"). Notwithstanding the foregoing, Compliance, as it relates to the Community Facilities, Sidewalks, Driveways, Parking Lots, Additional Facilities, and Perimeter Road shall be governed by and subject to the terms of the Joint Use Agreement, Sublease and Easement Agreement, as applicable, and Tenant shall have no greater obligation with respect to Compliance under this Lease than that which is expressly imposed upon Tenant under the terms of the Joint Use Agreement, Sublease or Easement Agreement, as the case may be. Further, the foregoing notwithstanding, if any Compliance requires any capital improvements to be made to the High School Facilities during the last three (3) Contract Years of the Term, then the amount thereof shall be amortized over the useful life of the improvement in question and, upon the expiration of the Term or earlier termination of this Lease, Landlord shall reimburse Tenant for the portion of such cost (if any) attributable to periods of time after the expiration of the Term or earlier termination of this Lease. The rights and obligations imposed in the preceding sentence shall survive the expiration of the Term or earlier termination of this Lease.

ARTICLE V. ADDITIONAL REPRESENTATIONS AND WARRANTIES

5.1 Intended Uses. Landlord represents and warrants to Tenant the following, all of which shall survive the expiration of the Term or earlier termination of this Lease, (a) that the Utilities will be furnished by a public utility company or companies and will be available to the Premises at the boundary line of the Premises in sufficient quantities as required for the operation of the Project during the Term for the Intended Uses; (b) that there are no public or private restrictions, easements or conditions of any kind whatsoever, including, but not limited to, those appearing in the title to the Land, Larger Parcel or Contiguous Parcel, or in any plat thereof, nor any ordinances, statutes or regulations, including, but not limited to, set-back, side-yard and buffer restrictions, sign, curb-cut and parking requirements, that would in any manner prevent, limit or restrict the Intended Uses on the Premises; and (c) that the Intended Uses on the Premises are permitted uses under the zoning classification applicable to the Premises as of the Commencement Date. Landlord hereby acknowledges that Tenant is relying upon the foregoing representations and warranties in executing this Lease, that the matters so represented and warranted are material, and that in the event of any breach of such warranties or any misrepresentation herein, Tenant may terminate this Lease, without any liability, on not less than thirty (30) days' prior written notice to Landlord. If Tenant, at any time during the Term, shall be prevented from using the Premises for the Intended Uses because of zoning ordinances, restrictions or conditions in the title to the Premises, Larger Parcel or Contiguous Parcel or because of regulations of any kind or any other

reason beyond the reasonable control of Tenant, then Tenant may terminate this Lease on not less than thirty (30) days' prior written notice to Landlord.

5.2 IMPROVEMENTS ON OTHER LAND. Landlord covenants and agrees that (except with respect to the City Municipal Building and Main Sign) during the Term it shall not allow any billboards or similar signs or any other improvements (collectively, "Other Improvements") to be placed on the Contiguous Parcel except as permitted by and in accordance with the Easement Agreement. If any Other Improvements are erected in violation hereof, Tenant may, upon not less than ten (10) days' prior written notice to Landlord, remove said Other Improvements and deduct the costs of doing so from Rent due or charge Landlord for such costs which shall be payable upon demand, unless such Other Improvements are removed within said ten (10) days.

5.3 COOPERATION BY LANDLORD. Landlord hereby covenants and agrees that it will, in good faith, use its best efforts to cooperate with Tenant in connection with Tenant's operations of the Project Improvements which cooperation shall include, without limitation, refraining, in Landlord's capacity as the City of Mason, Ohio, from imposing upon Tenant any requirements or conditions other than as expressly set forth in this Lease or under applicable governmental laws, rules and regulations with respect to the Project.

ARTICLE VI. LEASEHOLD TITLE INSURANCE

6.1 LEASEHOLD TITLE INSURANCE. Tenant may, at Tenant's expense, obtain a policy of title insurance (the "Title Policy") from any title insurance company it chooses ("Title Company") which insures Tenant's leasehold estate in the Premises created hereby, any easement estates created under the Easement Agreement and any Leasehold Mortgages (as defined by Section 8.2(a) hereof) to be granted to any lender providing financing to Tenant ("Financing Lender"). Landlord and Tenant agree to act reasonably and in good faith in order to satisfy all requirements required by the Title Company in connection with issuance of the Title Policy including, without limitation, execution, delivery and recording in the records of the Warren County, Ohio Recorder of a memorandum of this Lease, reasonably satisfactory to the Title Company, Landlord and Tenant (the "Memorandum"). Without limitation, Landlord agrees to execute and deliver, in form acceptable to the Title Company and in connection with the issuance of the Title Policy, any affidavits or certificates required thereby. Landlord also agrees, without limitation, to deliver satisfactory evidence to the Title Company of Landlord's authority to execute this Lease and of the authority of the party or parties signing on behalf of Landlord to act on behalf of Landlord.

6.2 SURVEY. Tenant may, at its expense, obtain a Minimum Standard Detail Requirement for Ohio Land Title survey of the Land and that part of the Contiguous Parcel on which the City Municipal Sign, Main Sign, and a portion of the Additional Facilities and Perimeter Road are located (the "Survey"), reflecting the total area thereof, the location of all existing improvements, recorded easements and encroachments, if any, located thereon and all building and set back lines and other matters of record (including, without limitation, any matters set forth in the commitment for title insurance issued in

connection with the Title Policy) with respect thereto. The Survey shall be prepared by a surveyor licensed within the State of Ohio and chosen by Tenant.

ARTICLE VII. ALTERATIONS AND MAINTENANCE

7.1 ADDITIONS, ALTERATIONS OR REMODELING.

(a) Project. Tenant, at its sole cost and expense, shall have the right to remodel and make any additions, alterations or extensions to the High School Facilities or to the Land, subject to the terms and conditions of the Joint Use Agreement, provided that any other improvement to the Land which is not part of the Project Improvements shall not be subject to the Joint Use Agreement and provided further that Tenant shall provide Landlord with written notice at least sixty (60) days prior to commencing any material modifications or material additions to the High School Facilities. Tenant shall also have the right to erect, install, maintain and operate in and on the Premises such Personalty as Tenant may deem advisable. Tenant will comply with all applicable laws with respect thereto. Any remodeling, additions, alterations or extensions to the Community Facilities and that portion of the Land on which the Community Facilities are located and/or the Perimeter Road, Additional Facilities and/or Signs shall be made pursuant and subject to the terms and conditions of the Joint Use Agreement; provided that if the Joint Use Agreement is terminated and this Lease remains in effect, Tenant shall, from the effective date of such termination and for the remainder of the Term, have the right to remodel and made any additions, alterations or extensions to that portion of the Project that is part of the Leased Premises, without regard to the terms and conditions of the Joint Use Agreement but subject to the Easement Agreement. Tenant will indemnify and save and hold Landlord harmless from any and all mechanics' liens or claims that may be filed against the Premises by reason of any such remodeling, additions, alterations or extensions made by or on behalf of Tenant pursuant to this Section. Tenant shall have the right to contest the validity of any such lien or claim filed or asserted against the Premises. Tenant is hereby expressly given the right, exercisable at any time and from time to time during the Term, and for a period of up to thirty (30) days after the expiration of the Term or earlier termination of this Lease, to remove any Personalty, but shall not be obliged to do so. Tenant shall make reasonable repairs to the Premises for any physical injury caused by such removal, but without any liability for diminution in value of the Premises caused by the absence of the Personalty so removed and without any necessity for replacing same.

7.2 REPAIR OF HIGH SCHOOL FACILITIES. Subject to the rights and obligations created under the Joint Use Agreement and subject to provisions hereof relating to an Event of Casualty, Condemnation and force majeure (as set forth in Section 13.16 hereof), Tenant, at all times hereunder and at its cost, will keep and maintain the High School Facilities and that portion of the Land on which the High School Facilities are located in a good state of repair. The foregoing notwithstanding, the maintenance, and all costs related thereto, of the Community Facilities, (including, without limitation,

the Party Wall [as defined by the Joint Use Agreement]), Additional Facilities and that portion of the Land on which the Community Facilities are located and that portion of the School Sidewalk and Perimeter Road located on the Land, shall be performed and paid pursuant to the rights and obligations set forth in the Joint Use Agreement; provided that if the Joint Use Agreement is terminated and, pursuant to the terms of the Joint Use Agreement, this Lease remains in effect, Tenant shall, from the effective date of such termination and for the remainder of the Term, maintain the Leased Premises, provided that that portion of the Perimeter Road located on the Land shall be maintained pursuant to the Easement Agreement. Notwithstanding anything herein to the contrary, the Additional Facilities, and that portion of the Perimeter Road which is located on the Contiguous Parcel shall, at all times, be maintained by Landlord pursuant to the Easement Agreement.

ARTICLE VIII. RIGHT TO ENCUMBER

8.1 RIGHT TO ENCUMBER PERSONALTY. Tenant shall have the right, without Landlord's consent or approval being necessary or required, to place liens upon or give security interests in any or all, furniture, fixtures, trade fixtures, equipment, materials, supplies, inventory, books, records or other personalty, and/or the proceeds of any thereof, any time or from time to time located, erected or installed on the Premises by Tenant during the Term (including, without limitation, the Unapproved Equipment purchased by Tenant pursuant to the Joint Use Agreement) (collectively, the "Personalty"). Tenant shall also have the right to place liens upon or give a security interest in any Equipment located, erected or installed on the Premises by Tenant during the Term. Any such lien or security interest shall vest in the lien holder or secured party a prior lien on or security in such Personalty or such Equipment, as the case may be. Landlord shall execute any instruments that the lien holders or secured parties may reasonably request or require from Landlord, with respect to acknowledging: (a) the right of Tenant to erect or install such Personalty or such Equipment, as the case may be, and that same shall not be deemed to be nor become part of the Premises; (b) the right of the lien holder or secured party to maintain a lien thereon or security interest therein superior to any claim and interest of Landlord; (c) the right of the lien holder to remove any and all such Personalty or such Equipment, as the case may be, in the event of default in the instrument creating the lien or security interest, subject to making reasonable repairs to the Premises for any physical injury caused thereto by such removal, but without any liability for diminution in value of the Premises caused by the absence of the Personalty or Equipment, as the case may be, so removed and without any necessity for replacing same; and (d) the right of Tenant to grant to such lien holder a collateral assignment of its interest in this Lease as further security to such lien holder. Landlord shall, within ten (10) business days after submission of such instruments, execute and deliver same to Tenant.

8.2 RIGHT TO ENCUMBER LEASEHOLD ESTATE.

(a) Leasehold Mortgage. Tenant shall have the unrestricted right, at any time and from time to time during the Term, to encumber, hypothecate or mortgage Tenant's leasehold estate in the Project and/or, if applicable, any other

improvement constructed or installed on the Land by Tenant and all rights appurtenant to the Premises, including, without limitation, all easement estates granted to Tenant under the Easement Agreement (a "Leasehold Mortgage"), without the prior consent of Landlord. For purposes of this Lease, the term "Leasehold Mortgage" shall include, without limitation, a mortgage, deed to secure debt, deed of trust or any other security instrument by which Tenant may encumber, hypothecate or mortgage all or part of Tenant's leasehold estate pursuant to the terms hereof. There shall be no limitation or restriction on (i) the number of separate Leasehold Mortgages Tenant may place on this Lease and/or the leasehold estate hereunder; (ii) the principal amount and other sums secured by any such Leasehold Mortgage; or (iii) the types of security or collateral given by Tenant in connection with any loan secured by a Leasehold Mortgage. In no event shall Landlord be obligated to encumber or subordinate its fee interest in the Land, or any portion thereof, under or to any such Leasehold Mortgage.

(b) Leasehold Mortgagee's Rights. Should Tenant give a Leasehold Mortgage as provided in the foregoing Section 8.2(a) to a party ("Leasehold Mortgagee"), it is agreed by and between Landlord and Tenant as follows:

(i) Landlord will mail to the Leasehold Mortgagee a copy of any notice or other communication from Landlord to Tenant under this Lease at the time of giving such notice or communication to Tenant, and no termination of this Lease, or of Tenant's right to possession of the Premises or any reletting of the Premises by Landlord predicated on the giving of such notice, shall be effective unless Landlord gives to the Leasehold Mortgagee a concurrent written notice, or a concurrent copy of its notice to Tenant, the Event of Default by Tenant or other reason for termination. Upon the expiration of any applicable cure period, Landlord will notify Leasehold Mortgagee of Tenant's failure to effectuate a cure within said cure period.

(ii) In the Event of Default by Tenant under any of the provisions of this Lease, the Leasehold Mortgagee will have the same grace period as is given Tenant for remedying such Event of Default or causing it to be remedied, plus, in each case an additional period of thirty (30) days after the expiration thereof.

(iii) In the Event of Default by Tenant under any of the provisions of this Lease, the Leasehold Mortgagee, without prejudice to any of its rights against Tenant, shall have the right to cure such Event of Default hereunder within the applicable grace or cure period provided for in the preceding subsection (ii), and Landlord shall accept such performance on the part of the Leasehold Mortgagee as though the same had been performed by Tenant; and for such purpose Landlord and Tenant each hereby authorize the Leasehold Mortgagee to enter upon the Premises and to exercise any of Tenant's rights and powers under this Lease.

(iv) In the Event of Default by Tenant under any of the provisions of this Lease, and if prior to the expiration of the applicable grace period specified in subsection (ii) above, the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such Event of Default, or to cause the same to be cured, or to exercise its rights to acquire the interest of Tenant in the Lease and in the Premises, or any applicable portion thereof (and including, without limitation, all rights appurtenant to the Premises), by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, whether by performance on behalf of Tenant of its obligations under this Lease or by entry on the Premises by foreclosure or otherwise, then Landlord agrees that it will not terminate (to the extent it has the right to do so) or take any action to effect a termination of this Lease or reenter, take possession of or relet the Premises, or otherwise enforce performance of this Lease, so long as (1) the Leasehold Mortgagee is with all due diligence and in good faith engaged in effecting such foreclosure or in the curing of such Event of Default, and (2) all Rent is being paid currently; provided that the Leasehold Mortgagee shall have the right, but shall not be required, to continue such possession or continue such foreclosure proceedings after such Event Default is cured. In the event the nature of any Event of Default is such that the Leasehold Mortgagee must take possession of the Premises in order to cure such Event of Default, or there is an official restraint such as a judicial order or administrative order, including without limitation an automatic stay, then the running of all applicable grace or cure periods shall be tolled so long as all Rent is being paid current and the Leasehold Mortgagee is diligently attempting to obtain such possession by foreclosure or otherwise. To the extent Landlord has the right to terminate under this Lease, nothing herein shall preclude Landlord from terminating this Lease with respect to any additional Event of Default which may occur during the aforesaid period of forbearance which is not remedied within the period of grace or cure, if any, applicable to any such additional Events of Default, except that the Leasehold Mortgagee shall have the same rights specified in this Section with respect to any such additional Events of Default.

(v) If a default by Tenant occurs under the Leasehold Mortgage, the Leasehold Mortgagee may exercise with respect to the Premises any right, power or remedy under the Leasehold Mortgage which is not in conflict with any of the provisions of this Lease.

(vi) There shall be no merger of Tenant's leasehold estate hereunder with the fee estate in the Premises by reason of the fact that such leasehold estate may be held directly or indirectly by or for the account of any person who shall also hold directly or indirectly the fee estate, or any interest in such fee estate, nor shall there be any such merger by reason of the fact that all or any part of said leasehold estate may be conveyed or mortgaged to a Leasehold Mortgagee who shall also hold

directly or indirectly the fee estate, or any part thereof, in the Premises or any interest of Landlord under this Lease.

(vii) Subsequent to Tenant's delivery of a copy of the Leasehold Mortgage to Landlord, no right, privilege or option to cancel or terminate this Lease available to Tenant shall be deemed to have been exercised effectively unless joined in or consented to in writing by any such Leasehold Mortgagee.

(viii) No liability for the payment of Rent or the performance of any of Tenant's covenants and agreements hereunder shall be imposed upon any Leasehold Mortgagee by reason of its exercise, or attempt to exercise any of the rights provided for or reserved herein, unless such Leasehold Mortgagee expressly assumes the same in writing, all such liability being hereby expressly waived by Landlord; provided, such waiver shall not be deemed a cure of any Event of Default by Tenant for non-payment of Rent or of the performance of any of Tenant's covenants and agreements in this Lease.

(ix) In the event that Tenant's interest under this Lease shall be sold, assigned or transferred pursuant to the exercise of any remedy of the Leasehold Mortgagee, or pursuant to judicial proceedings or an assignment in lieu of foreclosure, and in the event that within ten (10) days thereafter the Leasehold Mortgagee (or its nominee or to the purchaser, assignee or transferee from the Leasehold Mortgagee) shall have paid, or arranged to the reasonable satisfaction of Landlord for the payment of all Rent and other charges which but for such termination would have become so due and payable from the date due pursuant to the terms of this Lease (but not for any damages or other costs incurred by the Tenant) of such termination through the thirtieth (30th) day thereafter, and shall have arranged to the reasonable satisfaction of Landlord for the curing of any Event of Default by Tenant, then Landlord, within thirty (30) days after receiving a written request therefore given any time prior to such thirtieth (30th) day and upon payment of all reasonable expenses, will execute and deliver to the Leasehold Mortgagee or its nominee or to the purchaser, assignee or transferee, as the case may be, a new lease of the Premises. Such new lease shall be for a term equal to the remainder of the Term before giving effect to such termination, shall contain the same Rent, covenants, agreements, conditions and limitations as this Lease, and shall be subject only to encumbrances and other matters existing as of the date hereof, and acts done or suffered by Tenant. Upon the execution and delivery of such new lease, the new tenant, in its own name or in the name of Landlord, may take all appropriate steps as may be necessary to remove Tenant from the Premises, but Landlord shall not be subjected to any liability for the payment of any fees (including counsel fees), costs or expenses in connection therewith. The new tenant shall pay all such fees on demand and make reimbursement therefore to Landlord. In such event

the ownership of all the Project and/or, if applicable, any other improvements constructed or installed by Tenant on the Land and all rights appurtenant to the Premises shall be deemed to have been transferred directly to such transferee of Tenant's interest in this Lease.

In the event a default under the Leasehold Mortgage, the Leasehold Mortgagee may exercise with respect to the Premises any right, power or remedy under the Leasehold Mortgage which is not in conflict with any of the provisions of this Lease.

8.3 SUBORDINATION AND ATTORNMENT. During the Term, Landlord shall have no right to encumber or mortgage the Premises, or any portion thereof. The foregoing notwithstanding, Tenant, upon request of Landlord, will subordinate this Lease to any first mortgage which shall hereafter affect the Land and to any renewal, modification or extension thereof; subject, however, to the following conditions and only if such conditions have been met. Tenant, upon request but at Landlord's sole expense, will execute and deliver such instruments as are reasonably required to subordinate this Lease to such mortgage; provided, however, as a condition precedent thereto Landlord shall simultaneously deliver or cause to be delivered to Tenant an agreement in writing executed by such mortgagee and by Landlord which shall provide, among other terms reasonably required by Tenant, that: (a) so long as Tenant shall faithfully discharge its obligations under this Lease, its tenancy shall not be disturbed nor shall this Lease be affected by any default of Landlord under such mortgage; (b) if the Joint Use Agreement is then in effect, so long as Tenant shall faithfully discharge its obligations under the Joint Use Agreement, its rights of use with respect to the Community Facilities, Perimeter Road, Additional Facilities and that portion of the Land on which the Community Facilities are located shall not be disturbed nor shall the Joint Use Agreement be affected by any default of Landlord under such mortgage; (c) if the Easement Agreement is then in effect, so long as Tenant shall faithfully discharge its obligations under the Easement Agreement, its rights under the Easement Agreement shall not be disturbed nor shall the Easement Agreement be affected by any default of Landlord under such mortgage; (d) in the event of a foreclosure sale of the Land pursuant to such mortgage, or any other sale, transfer, conveyance or other proceeding in lieu thereof, that same will be sold, transferred or conveyed subject to this Lease (including, without limitation, the Right of First Refusal, as defined by Section 13.1 hereof) and, if the Joint Use Agreement is then in effect, subject to the Joint Use Agreement and the Easement Agreement, the terms of which, specifically, shall be binding upon the mortgagee or other purchaser at foreclosure or other procedure or sale in lieu thereof, and upon their heirs, successors and assigns; and (e) that any insurance and/or Condemnation proceeds payable in the Event of Casualty or Condemnation shall be made available for repair and restoration of the Premises in accordance with the provisions of this Lease and, if then in effect, the Joint Use Agreement (collectively, "SNDA"). In the event Landlord shall commit a default on any such mortgage, Tenant may make payments on the mortgage, and any payments so made shall be a credit on the Rent or Tenant shall have the right to charge Landlord for any such payments made by Tenant, which shall be payable upon demand. Tenant's obligation to subordinate this Lease is expressly conditioned upon receipt of an SNDA as described above, in a form reasonably acceptable to Tenant from the holder of any

mortgage, deed to secure debt or deed of trust now or hereafter encumbering the Land or any part thereof.

8.4 LANDLORD'S RIGHT TO ENCUMBER. Subject to the foregoing Section 8.3 regarding the Land, Landlord shall have no right to encumber the Premises, or any portion thereof, without the prior written consent of Tenant, in each instance, provided that Landlord may sell the Premises subject to the Right of First Refusal, this Lease, the Joint Use Agreement and Easement Agreement.

8.5 SUBTENANT'S RIGHT TO ENCUMBER. Except with respect to Landlord, whose rights as subtenant under the Sublease shall be governed by and subject to the terms and conditions of the Sublease, any subtenant of Tenant with respect to all or any portion of the Premises shall have all of the same rights as those rights granted to Tenant under this Article VIII with respect to encumbering such subtenant's subleasehold estate in and to the Premises or any of such subtenant's Personalty.

ARTICLE IX. INSURANCE

9.1 LIABILITY INSURANCE ON PREMISES. Tenant, at all times during the Term from and after the Commencement Date and at its expense, will procure, maintain and keep in force commercial general liability insurance for claims for personal injury, death or property damage, occurring in or about the High School Facilities and that portion of the Land on which the High School Facilities are located with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence (collectively, the "Liability Insurance"). Notwithstanding anything herein to the contrary, but subject to Section 9.5 below, all insurance procured, maintained and paid for with respect to insuring the Community Facilities, Additional Facilities and Perimeter Road against the liability which is required to be insured against under the Liability Insurance shall be procured, maintained and paid for pursuant to the terms and conditions of the Joint Use Agreement or, as applicable, the Easement Agreement.

9.2 PERSONALTY INSURANCE.

(a) Project. Subject to Section 9.5 below, pursuant to the Joint Use Agreement, all insurance procured, maintained and paid for with respect to insuring the Project Improvements, Perimeter Road and Additional Facilities against any Event of Casualty shall be procured, maintained and paid for pursuant to the terms and conditions of the Joint Use Agreement or, as applicable, the Easement Agreement.

(b) Personalty and Equipment. Tenant, at all times during the Term from and after the Commencement Date and, at its expense, will procure, maintain and keep in force fire, extended coverage, vandalism and malicious mischief insurance on the Personalty for the insurable value thereof (as reasonably determined by Tenant) (collectively, the "Personalty Insurance") (collectively, the Liability Insurance and Personalty Insurance shall be referred to herein as the "Insurance"). In the event of any loss covered by the Personalty

Insurance, the proceeds therefrom shall be payable to Tenant or any party designated by Tenant. Subject to Section 9.5 below, pursuant to the Joint Use Agreement, all insurance procured, maintained and paid for with respect to insuring the Equipment against the casualty events which are required to be insured against under the Personalty Insurance shall be procured, maintained and paid for pursuant to the terms and conditions of the Joint Use Agreement.

9.3 GENERAL INSURANCE REQUIREMENTS. Tenant shall furnish to Landlord a certificate(s) of the Insurance and, if applicable the insurance required under Section 9.5 hereof, evidencing the coverage required hereunder with respect to the Insurance or, if applicable, the insurance required under Section 9.5 hereof and payment for same (a) prior to the Commencement Date and annually on each anniversary of the Commencement Date and (b) as may be reasonably requested from time to time by Landlord. The Insurance shall be issued by an insurance company with a Best Rating of "A" or above or by a self insurance program organized and maintained in accordance with ORC § 2744.08 and shall require that Landlord shall be given a minimum of thirty (30) days written notice by the insurance carrier prior to cancellation, modification or non-renewal of such coverage. Further, all Insurance shall include the endorsement required under Section 9.6 hereof.

9.4 BLANKET INSURANCE COVERAGE. Tenant may, at its option, provide the Insurance in a blanket policy or policies of insurance and may, at its option, effect the Insurance under a policy or policies in the amounts required, less a reasonable deductible amount, the loss with respect to which would be required to be borne by Tenant, subject to any liability imposed upon Landlord with respect to such loss under this Lease or applicable law.

9.5 TERMINATION OF JOINT USE AGREEMENT. In the event that the Joint Use Agreement is terminated and, pursuant to the terms of the Joint Use Agreement this Lease remains in effect, Tenant shall, promptly upon the effective date of such termination, (a) revise the Liability Insurance to include the Leased Premises and include Landlord as an additional insured with respect thereto; (b) procure, maintain and pay for insurance for the Leased Premises which includes coverage and terms which are substantially similar to that which is required under the Property Insurance (as defined by the Joint Use Agreement) except that the insurable value of the Leased Premises shall be subject to the reasonable determination of Tenant ("Tenant's Property Insurance"); (c) procure, maintain and pay for insurance for the Perimeter Road to the extent such insurance is required pursuant to the terms of the Easement Agreement in the event that the Joint Use Agreement is terminated; and (d) add that portion of the Equipment which Tenant is entitled to under the terms of the Joint Use Agreement upon its termination to the Personalty Insurance. Tenant shall also have the right to add any applicable Financing Lender and/or Equipment Lender as loss payee under the Tenant's Property Insurance and Personalty Insurance with respect to the Leased Premises and the Equipment described in the foregoing subpart (d) of this Section.

9.6 WAIVER OF SUBROGATION. To the extent permitted by law, each party hereto ("Waiving Party") hereby releases, on behalf of such Waiving Party and its

agents, employees, licensees and invitees (collectively, "Waiving Parties"), and, to the extent it is legally possible for it to do so, on behalf of all insurers providing such Waiving Parties with insurance coverage, the other party hereto and its agents, employees, licensees and invitees (collectively, "Released Parties") from any and all liability or responsibility under or in connection with any and all claims for recovery from the Released Parties (or any of them) for (a) any loss or damage to any of the Waiving Parties' property caused by any Event of Casualty insured against or required to be insured against hereunder, even if such Event of Casualty shall have been caused by the fault or negligence of the Released Parties (or any of them or of anyone for whom any of the Released Parties may be legally responsible), (b) any loss or damage to buildings or other improvements or the contents thereof, (c) any loss or damage as a result of interruption of any of the Waiving Parties' businesses (or any of them), (d) any loss or damage caused by the negligence or misconduct of the Released Parties (or any of them or of anyone for whom any of the Released Parties may be legally responsible) and/or (e) any other direct or indirect loss or damage caused by fire or other risks or by any other cause or origin, to the extent (and only to the extent) the loss or damage under subparagraphs (a), (b), (c), (d) and/or (e) of this Section 9.6 is covered or required under this Agreement to be covered (whether or not such required insurance is in effect) by standard fire and extended coverage insurance, all risk insurance, or commercial general liability insurance. Each Waiving Party hereto hereby agrees to give immediately to any insurer that has issued to it the Insurance described hereunder or any other insurance maintained by such Waiving Party in connection with this Lease written notice of the mutual release contained in this Section and to have such policies endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such mutual release.

ARTICLE X. ASSIGNMENT AND SUBLETTING

10.1 ASSIGNMENT AND SUBLETTING.

(a) Right to Assign and Sublease. Tenant, without the consent of Landlord, and at any time and from time to time during the Term, shall have the right to assign this Lease, or its rights hereunder, and/or to sublet all or any part of the Premises without the consent of Landlord, provided that any assignee of this Lease ("Assignee Tenant"), so long as the Joint Use Agreement, Sublease and Easement Agreement are in effect, shall expressly assume, in writing, all of Tenant's obligations, responsibilities and duties under the Joint Use Agreement, Sublease and Easement Agreement and that any subtenant's rights to the Premises shall be subject to the terms and conditions of the Joint Use Agreement, Sublease and Easement Agreement. In the event of any such assignment or sublease, Tenant shall promptly provide Landlord with written notice of same, which notice shall include the name and address of the Assignee Tenant or subtenant, as the case may be, as well as identification of what is being assigned or subleased. Tenant will remain liable for the payment of all Rent required to be paid hereunder and for the performance of all of the terms, covenants and conditions herein for the Term; provided that in the event of any assignment, if Tenant has executed a total assignment of this Lease to the Assignee Tenant and such Assignee Tenant expressly assumes, in the instrument of assignment, Tenant's

obligations, responsibilities and duties under this Lease, Tenant shall be relieved of its obligations, responsibilities and duties hereunder from and after the date of such assignment.

(b) No Joint Use Agreement. If at any time during the Term, the Joint Use Agreement is terminated and an Assignee Tenant, who is not a public or private instrumentality or entity whose primary purpose is educational or eleemosynary in nature, is the tenant under this Lease at the time of such termination, provided this Lease remains in effect, Base Rent shall be adjusted to the Fair Market Rate (as hereinafter defined). The term "Fair Market Rate" shall mean an annual rental rate, as determined in accordance with second paragraph of this Section 10.1(b) below, based upon the then current arms-length negotiated rentals being charged for comparable space in comparable buildings located in the Greater Cincinnati Area, taking into account and giving effect to, in determining comparability, without limitation, such considerations as lease term and the age, size, location, condition, and amenities of the Leased Premises. For purposes of this Lease, an Assignee Tenant that is required to pay the Fair Market Rate shall be referred to herein as a "FMR Assignee Tenant". Base Rent shall not be adjusted for an Assignee Tenant that is a public or private instrumentality or entity whose primary purpose is educational or eleemosynary in nature.

Landlord and FMR Assignee Tenant will negotiate in good faith to attempt to agree upon the Fair Market Rate. If Landlord and FMR Assignee Tenant are not able to agree on the Fair Market Rate within a thirty (30) day period, then the Parties shall submit the determination of the Fair Market Rate to Binding Arbitration (as defined in Section 12.3(b)(i) hereof). If Landlord and FMR Assignee Tenant are not able to agree upon a single arbitrator within thirty (30) days after their agreement to arbitrate the dispute, then during the following ten (10) day period, Landlord and FMR Assignee Tenant shall each designate an expert, who shall be a licensed MAI appraiser or a commercial real estate agent with at least five (5) years experience in the commercial leasing market in which the Leased Premises are located, and which person shall not have been employed, regularly or as a consultant, during the past six (6) month period, by the respective party selecting such person. Notice shall be given to the other party of the name of the arbitrator so selected. The two (2) experts so selected shall, within thirty (30) days, appoint an arbitrator similarly qualified. Within thirty (30) days of the selection of the third independent arbitrator, a majority of the arbitrators shall determine whether Landlord's or FMR Assignee Tenant's submission as to Fair Market Rate is closer to the current Fair Market Rate, as determined by such majority, which determination shall be communicated to Landlord and FMR Assignee Tenant within five (5) days and shall be conclusive and binding upon Landlord and FMR Assignee Tenant as to the Fair Market Rate. The costs and expenses of the arbitration shall be shared equally by Landlord and FMR Assignee Tenant.

ARTICLE XI. EVENT OF CASUALTY, CONDEMNATION AND ACCESS LIMITATION

11.1 FIRE AND CASUALTY.

(a) Event of Casualty. In the event of damage or destruction to all or a portion of the Project (an "Event of Casualty"), the repair, restoration and/or replacement of same shall be performed pursuant and subject to the terms and conditions of the Joint Use Agreement and/or the Easement Agreement, as applicable. Notwithstanding the foregoing, in the event that the Joint Use Agreement is terminated and, pursuant to the terms of the Joint Use Agreement, this Lease remains in effect, unless the Parties agree otherwise, the proceeds of the Property Insurance (the "Insurance Proceeds") shall be applied by Tenant to the repair, restoration or replacement of the Leased Premises, which repair, restoration and replacement shall be performed by Tenant; provided that if a Leasehold Mortgagee with respect to the Leased Premises requires that the Insurance Proceeds be applied to reduce the loan or debt secured by the applicable Leasehold Mortgage ("Debt Reduction"), the Insurance Proceeds shall be applied to Debt Reduction. In the event that Tenant determines that the repair, restoration or replacement of the Leased Premises is not economically feasible, then Tenant shall have the right to terminate this Lease by written notice thereof to Landlord not more than ninety (90) days after the Event of Casualty whereupon this Lease shall terminate, and the Insurance Proceeds shall be distributed (a) first toward payment of Debt Reduction and (b) second, if any of such proceeds remain after Debt Reduction, to Tenant. Notwithstanding the foregoing, in the event that some improvement other than the Project Improvements (or portion thereof applicable to the Leased Premises) is the only part of the Leased Premises subject to such Event of Casualty, Tenant shall have no such right to terminate. If Tenant does not elect to terminate this Lease as provided above, Tenant shall diligently proceed with the necessary repair, restoration and replacement of the Leased Premises and shall complete same within a reasonable time after the Event of Casualty, subject to events or circumstances not within the reasonable control of Tenant. Notwithstanding the foregoing, if the Event of Casualty affects the Additional Facilities or that portion of the Perimeter Road located on the Contiguous Parcel the applicable repair, restoration and/or replacement shall be performed in accordance with the Easement Agreement.

11.2 CONDEMNATION.

(a) Condemnation of Community Facilities. In the event that all or a portion of the Community Facilities, or that portion of the Land on which the Community Facilities are located, shall be taken, condemned or appropriated under power of eminent domain or by any competent authority for any public or quasi-public use or purpose, whether such taking, condemnation or appropriation be by agreement (i.e. negotiated settlement) or by suit (as to any one of them, "Condemnation"), then this Lease shall be terminated as to that part the Community Facilities, or that portion of the Land on which the Community

Facilities are located, which is subject to such Condemnation on the date that the Parties are required to yield possession thereof, and all of the Parties' other respective rights and obligations with respect to such Condemnation shall be subject to the terms and conditions of the Joint Use Agreement. Notwithstanding the foregoing, in the event that the Joint Use Agreement is terminated, the Parties' respective rights and obligations with respect to any Condemnation of the Community Facilities and/or that portion of the Land on which the Community Facilities are located, shall be governed by Section 11.2(b) below.

(b) Joint Use Agreement Terminates. In the event that the Joint Use Agreement is terminated and, pursuant to the terms of the Joint Use Agreement, this Lease remains in effect, subject to Section 11.2(a) above, if there is a Condemnation of all or a portion of the Leased Premises, this Lease shall terminate as to the part subject to the Condemnation on the date that the Parties are required to yield possession thereof. If the Condemnation is only as to a part of the Leased Premises, then the proceeds of all awards, settlements or purchase monies received by either Party in connection with such Condemnation (collectively, "Condemnation Proceeds") shall be applied to the repair, restoration or replacement of the remaining portions of the Leased Premises, which repair, restoration or replacement shall be performed by Tenant; provided that if a Leasehold Mortgagee with respect to the Leased Premises requires that all or a portion of the Condemnation Proceeds, which are applicable to the Leased Premises be applied to reduce the loan or debt secured by the applicable Leasehold Mortgage ("Condemnation Debt Reduction"), the Condemnation Proceeds shall be applied to Condemnation Debt Reduction. To the extent Tenant determines that the repair, restoration or replacement of the remaining portions of the Leased Premises is not economically feasible or otherwise reasonable, then Tenant shall have the right to terminate this Lease by written notice thereof to Landlord not more than ninety (90) days after the date on which Tenant and Landlord are required to yield possession of that portion of the Leased Premises subject to the Condemnation, whereupon this Lease shall terminate, and the Condemnation Proceeds shall be distributed (1) first toward payment of Condemnation Debt Reduction and (2) second, if any of such proceeds remain after Condemnation Debt Reduction, toward payment to Landlord and Tenant, based on the value of Landlord's reversionary interest in the Land and Tenant's leasehold interest in that portion of the Land that is part of the Leased Premises for the balance of the Term and Tenant's fee ownership of that portion of the Project that is part of the Leased Premises and all other improvements constructed by Tenant on the Land that are part of the Leased Premises (notwithstanding Section 2.3(a) hereof). If Tenant elects to repair as provided above, Tenant shall diligently proceed with the necessary repair, restoration and replacement of the remaining Premises and shall complete same within a reasonable time, subject to events and circumstances not within its reasonable control.

(c) Bike Path, Roads and Additional Facilities. Notwithstanding anything herein to the contrary, to the extent that a Condemnation affects the Bike Path or Additional Facilities or that portion of the Perimeter Road located on the

Contiguous Parcel, the Easement Agreement shall govern the Parties' respective rights and obligations with respect to the Condemnation of same, and any Condemnation of the Perimeter Road, or any portion thereof, shall be subject to Section 8.4 of the Easement Agreement.

ARTICLE XII. DEFAULT AND REMEDIES

12.1 EVENTS OF DEFAULT.

(a) Event of Default by Tenant. If Tenant fails to pay when due any Rent due hereunder which failure continues for a period of thirty (30) days after receipt of written notice of such failure from Landlord to Tenant, or if Tenant fails to keep, perform or observe any of the other covenants to be kept, observed or performed by Tenant hereunder, which failure continues for a period of ninety (90) days after written notice of such failure from Landlord to Tenant (or such shorter period of time as is reasonably necessary under the circumstances in order to eliminate an unreasonable risk of material harm to persons or property or to stop already occurring material harm to persons or property or such failure is of such a nature that it will require more than ninety (90) days to cure, in which case such cure period shall be extended for so long as Tenant shall promptly commence and diligently prosecute the cure of such failure, and while doing so shall continue to perform all of its monetary obligations hereunder), then, in either of such events, an "Event of Default" by Tenant shall exist hereunder.

(b) Event of Default by Landlord. If Landlord fails to pay when due any sum due Tenant hereunder, which failure continues for a period of thirty (30) days after receipt of written notice of such failure from Tenant to Landlord, or if Landlord fails to keep, perform or observe any of the other covenants to be kept, observed or performed by Landlord hereunder, which failure continues for a period of ninety (90) days after written notice of such failure from Tenant to Landlord (or such shorter period of time as is reasonably necessary under the circumstances in order to eliminate an unreasonable risk of material harm to persons or property or to stop already occurring material harm to persons or property or unless such failure is of such a nature that it will require more than ninety (90) days to cure, in which case such cure period shall be extended for so long as Landlord shall promptly commence and diligently prosecute the cure of such failure, and while doing so shall continue to perform all of its monetary obligations hereunder), then, in either of such events, an "Event of Default" by Landlord shall exist hereunder.

12.2 REMEDIES.

(a) Tenant's Remedies. If an Event of Default by Landlord exists, then Tenant may exercise the following remedies while such Event of Default is continuing or remains uncured.

(i) to commence an action for specific performance or, if applicable, for injunctive or other equitable relief against Landlord and to recover in such proceeding any and all reasonable attorney fees and/or court costs incurred by Tenant in connection with enforcing Tenant's remedies under this Section 12.2(a)(i) against Landlord; and/or

(ii) to recover damages (including, without limitation, any costs and expenses which may have been incurred by and unreimbursed to Tenant under Section 12.2(a)(iii) hereof) suffered or incurred by Tenant as a result of such Event of Default by Landlord and any and all reasonable attorney fees and/or court costs and/or Binding Arbitration costs incurred by Tenant in connection with enforcing Tenant's remedies under this Section 12.2(a)(ii) in accordance with Section 12.3 hereof; and/or

(iii) to itself perform, or cause to be performed, the covenant, performance or condition required to be kept, observed or performed by Landlord and which is the subject of the Event of Default by Landlord; in which event Landlord shall reimburse Tenant, within thirty (30) days after a written notice requesting same, for Tenant's reasonable costs and expenses actually incurred in doing so; and/or

(iv) to terminate this Lease by written notice thereof to Landlord.

Notwithstanding any provisions of this Lease or of applicable law or equity to the contrary, the foregoing remedies shall be the sole remedies available to Tenant in connection with an Event of Default by Landlord. Further, any damages and/or costs and expenses (including, without limitation, the reasonable attorney's fees and court and Binding Arbitration costs referenced in subparts (i) and (ii) above) which Tenant is entitled to recover from Landlord under this Section 12.2(a) shall accrue interest at the rate of twelve (12%) percent per annum until the date such damages and/or costs and expenses, as the case may be, are paid to Tenant by Landlord.

(c) Landlord's Remedies. If an Event of Default by Tenant exists, then Landlord may exercise the following remedies while such Event of Default is continuing or remains uncured.

(i) to commence an action for specific performance or, if applicable, for injunctive or other equitable relief against Tenant and to recover in such proceeding any and all reasonable attorney fees and/or court costs incurred by Landlord in connection with enforcing Landlord's remedies under this Section 12.2(b)(i) against Tenant; and/or

(ii) to recover damages (including, without limitation, any costs and expenses which may have been incurred by and unreimbursed to Landlord under Section 12.2(b)(iii) hereof) suffered or incurred by Landlord as a result of such Event of Default by Tenant and any and all reasonable attorney fees and/or court costs and/or Binding Arbitration costs incurred by Landlord in connection with

enforcing Landlord's remedies under this Section 12.2(b)(ii) in accordance with Section 12.3 hereof; and/or

(iii) to itself perform, or cause to be performed, the covenant, performance or condition required to be kept, observed or performed by Tenant and which is the subject of the Event of Default by Tenant; in which event Tenant shall reimburse Landlord, within thirty (30) days after a written notice requesting same, for Landlord's reasonable costs and expenses actually incurred in doing so.

Notwithstanding any provisions of this Lease or of applicable law or equity to the contrary, the foregoing remedies shall be the sole remedies available to Landlord in connection with an Event of Default by Tenant, Landlord having no right to terminate this Lease in connection with any such Event of Default. Further, any damages and/or costs and expenses (including, without limitation, the reasonable attorney's fees and court and Binding Arbitration costs referenced in subparts (i) and (ii) above) which Landlord is entitled to recover from Tenant under this Section 12.2(b) shall accrue interest at the rate of twelve (12%) percent per annum until the date such damages and/or costs and expenses, as the case may be, are paid to Landlord by Tenant.

12.3 DISPUTE RESOLUTION.

(a) Initial Dispute Resolution. Notwithstanding anything herein to the contrary, so long as the Joint Use Agreement remains in effect, before pursuing Binding Arbitration as provided in Section 12.3(b) hereof, a Party shall first seek relief regarding an Event of Default or any Disputes (as defined in Section 12.3(b)(i) hereof) in accordance with Section 7.5 of the Joint Use Agreement, the terms and conditions of which are incorporated herein by express reference.

(b) Binding Arbitration.

(i) Arbitration Required. The Parties mutually agree that, subject to Section 12.3(a) hereof, any disputes (which shall include, without limitation, all claims and controversies between the Parties, whether individual, joint, or class in nature, arising from this Lease or the Joint Use Agreement, Sublease or Easement or otherwise related to this Lease, including without limitation claimed Events of Default, contract disputes and tort claims) (collectively or as to any of them, "Disputes") between the Parties shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association (collectively, "Binding Arbitration"), provided that the Parties hereto shall not be required to select arbitrators through the American Arbitration Association or pay the filing fees required by the American Arbitration Association... Notwithstanding anything herein to the contrary, this Section shall not limit or otherwise prohibit either Party from the right to pursue the other remedies specifically described under Section 12.2(a)(i), (iii) and/or (iv) or Section 12.2(b)(i) and/or (iii), as the case may be, and the exercise of any such remedies shall not be deemed an election of remedies. Further, any

Disputes concerning the lawfulness or reasonableness of any act, or exercise of any right or remedy under this Lease, including any claim to rescind, reform, or otherwise modify any portion of this Lease, shall also be resolved pursuant to Binding Arbitration; provided, however that no arbitrator shall have the right or the power to enjoin or restrain any act of either Party or otherwise award either Party any equitable relief. Judgment upon any award rendered in accordance with this Section 12.3(b) hereof may be entered in any court having jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a Party shall be applicable in any Binding Arbitration proceeding, and the commencement of a Binding Arbitration proceeding in accordance with Section 12.3(b)(ii) hereof shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act (Title 9 of the United States Code) shall apply to the construction, interpretation, and enforcement of this Section 12.3(b).

(ii) Selection of Arbitrators. Provided that the terms and conditions of Section 12.3(a) hereof have been satisfied, within thirty (30) days (the "Selection Period") after a Party ("Arbitration Requester") provides the other Party ("Opposing Party") with written notice that the Arbitration Requester desires to submit a Dispute to Binding Arbitration, the Arbitration Requester and Opposing Party shall attempt to agree upon an arbitrator to whom to submit the applicable Dispute for Binding Arbitration. If the Parties are unable to agree upon an arbitrator within the Selection Period, then, at the end of the Selection Period, each Party shall select an arbitrator from the seven (7) county Greater Cincinnati Area (Warren County, Butler County, Hamilton County and Clermont County, Ohio and Campbell County, Kenton County and Boone County, Kentucky) ("Greater Cincinnati Area"), and within fifteen (15) days after the end of the Selection Period ("Second Selection Period"), the arbitrators shall agree upon an arbitrator from the Greater Cincinnati Area. If such arbitrators are unable to agree upon an arbitrator within ten (10) days after the end of the Second Selection Period, an arbitrator shall be selected by the American Arbitration Association. Upon selection of the third arbitrator, the Dispute shall be submitted for resolution to all three (3) arbitrators; and based upon pre-arbitration hearing position statements filed by the Parties with such arbitrators, the arbitrators shall determine, within sixty (60) days of selection of the last arbitrator, in writing which Party has lost the arbitration. The losing Party shall pay all fees and expenses of the arbitrators.

ARTICLE XIII. ADDITIONAL PROVISIONS

13.1 RIGHT OF FIRST REFUSAL. Landlord hereby grants to Tenant the right to purchase all or any portion of the Premises on the following terms and conditions (the "Right of First Refusal").

(a) If Landlord should at any time during the Term receive a bona fide offer to purchase all or any portion of the Premises (the "Refusal Offer") from a third party and Landlord desires to accept such offer, Landlord shall deliver to Tenant a written notice (the "Acquisition Notice") setting forth the name of the prospective purchaser and the terms and conditions of such Refusal Offer.

(b) Tenant shall have thirty (30) days from receipt of the Acquisition Notice (the "30 Day Period") to exercise its Right of First Refusal by delivering written notice thereof to Landlord. Delivery of such written notice within the 30 Day Period shall obligate Tenant to purchase the Premises (or the applicable portion thereof) (the "Refusal Premises") on the date which is ninety (90) days after receipt of the Acquisition Notice (or any earlier date requested by Tenant) and on the terms and conditions set forth in the Acquisition Notice, provided however, that the purchase price which Tenant shall pay for the Refusal Premises shall be equal to the Fair Price (as hereinafter defined) and no such notice by Tenant of its exercise of such Right of First Refusal shall be binding on Tenant or Landlord unless such notice is also executed by the Leasehold Mortgagee if a Leasehold Mortgage shall at that time be in force and effect and provided further that Landlord shall, in addition to the conveyance of the Premises, or applicable portion thereof, to Tenant, convey to Tenant any necessary permanent easements over that portion of the Perimeter Road not located on the part of the Premises purchased by Tenant for purposes of ingress and egress over or in those areas on the Contiguous Parcel on which Additional Facilities are located for purposes of using same for the benefit of the Premises. Subject to the remaining provisions of this Section 13.1(b), in the event Tenant shall not elect to exercise its Right of First Refusal or fails to timely deliver notice within the 30 Day Period, Tenant shall conclusively be deemed to have waived its Right of First Refusal as to the transaction described in the Acquisition Notice in question and Landlord may thereupon proceed to sell the Refusal Premises on the terms and conditions and to the party specified in the Acquisition Notice in question. Notwithstanding the foregoing, in the event that (i) any modifications are made in the Refusal Offer, the Refusal Offer, as so modified, shall be resubmitted to Tenant pursuant to the same procedures and time periods set forth in Section 13.1(a) above and the first sentence of this Section 13.1(b) or (ii) if the transaction described in the Acquisition Notice does not close within one hundred eighty (180) days from the date the 30 Day Period expires, the Right of First Refusal as to the Refusal Premises shall be reinstated and, if Landlord still desires to proceed with the transaction described in the Acquisition Notice, the Acquisition Notice shall be resubmitted to Tenant pursuant to the same procedures and time periods set forth in Section 13.1(a) above and the first sentence of this Section 13.1(b). Notwithstanding the closing of the transaction described in the Acquisition Notice as provided in this Section 13.1(b), the Right of First Refusal shall be applicable to any future sales of the remaining Premises, and this Lease shall remain in full force and effect. The term "Fair Price" shall be determined pursuant to the following terms: Within fifteen (15) days after expiration of the 30 Day Period, provided that Tenant elects to exercise the Right of First Refusal within the 30 Day Period, Tenant and Landlord shall each appoint an MAI

appraiser or real estate broker (collectively, the "Selected Appraisers"), who shall, within five (5) days of their appointment, appoint a third MAI appraiser or real estate broker (the "Third Appraiser"), all of whom shall determine the Fair Price within fifteen (15) days from the date the Third Appraiser is appointed, provided that if they are unable to agree upon the Fair Price, the average determination as to Fair Price shall be the Fair Price. The foregoing notwithstanding, each of the Selected Appraisers and the Third Appraiser (i) shall be licensed as such in the state in which the Refusal Premises is located; (ii) shall have at least five (5) years experience in the commercial real estate sales market in which the Refusal Premises is located; and (iii) shall not have been employed, regularly or as a consultant, during the past six (6) month period, by the respective party selecting such person. The costs and expenses of the Selected Appraisers and the Third Appraiser shall be shared equally by Landlord and Tenant.

13.2 SUBLEASE. Landlord desires and Tenant has agreed to sublease the Community Center to Landlord. In order to effectuate said agreement, the Parties have agreed to enter into the Sublease Agreement attached hereto and made a part hereof as Exhibit "E."

13.3 INDEMNITY.

(a) General Indemnity. Subject to Section 9.6 hereof, Tenant will indemnify and save Landlord harmless from any liability (including, without limitation, reasonable attorney's fees and court costs incurred in connection therewith) on account of any damage to person or property arising out of any uncured Event of Default by Tenant under this Lease or arising out of any acts or omissions of Tenant, its agents, servants, employees, invitees and/or contractors on, affecting or with respect to the Premises. Subject to Section 9.6 hereof, Landlord will indemnify and save Tenant harmless from any liability (including, without limitation, reasonable attorney's fees and court costs incurred in connection therewith) on account of any damage to person or property arising out of any uncured Event of Default by Landlord under this Lease and/or arising out of any acts or omissions of Landlord, its agents, servants, employees, invitees and/or contractors on, affecting or with respect to the Premises. This Section 13.3(a) shall survive the expiration of the Term or earlier termination of this Lease.

(b) Environmental Indemnity.

(i) Definition of Hazardous Substance. For the purposes of this Lease, the term "Hazardous Substance" means any substance or waste that poses or causes, or is alleged to pose or cause, any damage to property or any personal injury, including death, or threat to human health or the environmental, including without limitation those substances defined, listed, designated or classified as hazardous, toxic, radioactive, or dangerous under any existing applicable local, regional, state, U.S. and foreign laws, or court ruling, regulations, ordinances, codes, and other

requirements and directives, concerning environmental, health and safety matters, including but not limited to applicable regulations, ordinances, permits, standards and agreements regarding discharges, emissions, handling, storing, treating and disposal of hazardous and solid wastes, clean-up, and right-to-know requirements, including but not limited to (1) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"), (2) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"), (3) the federal water Pollution Control Act, 33 U.S.C. Section 1251, et seq., (iv) the Clean Air Act, 42 U.S.C. Section 7401, et seq., (4) the Safe Drinking Water Act, 42 U.S.C. Section 300F, et seq., (5) the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., (6) the Rivers and Harbors Act of 1899, 33 U.S.C. Section 401, et seq., (7) the Endangered Species Act of 1973, 16 U.S.C. Section 1531, et seq., (8) the Occupational Safety and Health Act of 1979, 29 U.S.C. Section 651, et seq., and (9) the Community Right to Know Act, 42 U.S.C. Section 11001, et seq., all as amended (collectively, the "Environmental Laws") as well as any petroleum product or by-product, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable as fuel, or polychlorinated biphenyls. The term Hazardous Substances shall not include and this Lease shall not be construed to prohibit the use, storage or sale of incidental quantities of supplies or products which are commonly used in conjunction with any existing use of the Land, Larger Parcel or Contiguous Parcel, so long as these items are used, kept and stored in compliance with all Environmental Laws.

(ii) Definition of Environmental Matters. For the purposes of this Lease, the term "Environmental Matters" means any and all claims, costs, fines, damages, expenses or liabilities (including attorneys' and consultants' fees and expenses) arising under any Environmental Laws, whether brought by government authorities or private parties, which claims, costs, fines, damages, expenses or liabilities relate to or arise out of: (1) the handling, use, storage, disposal, treatment or release (as defined in the CERCLA or any state equivalent) of any Hazardous Substance; (2) the direct or indirect disposal or release of any solid, liquid or gaseous material or any Hazardous Substance; (3) discharges to industrial, storm or sanitary sewers; (4) the placement of structures or materials into any waters, waterways or wetlands; or (5) the presence of any Hazardous Substance in or on any land, water, wetlands, building, structure, equipment or workplace; all of the above, including without limitation, any claims involving the investigation monitoring or cleanup of all or any properties, sites, waters, wetlands (whether waste disposal sites, former plant sites or other sites), buildings, structures, equipment, or workplace upon which any Hazardous Substance may be or may have been bound.

(iii) Covenant Regarding Current Environmental Conditions. Landlord represents and warrants that each of the following covenants are

true and correct with respect to Larger Parcel, Premises and Contiguous Parcel. The Larger Parcel, Premises and Contiguous Parcel currently comply with all Environmental Laws relating to Environmental Matters including, but not limited to, air pollution, water pollution, noise control, on-site or off-site infectious waste discharge, disposal or recovery, on-site or off-site hazardous waste discharge, disposal or recovery, toxic or hazardous substances, and employee safety, and no notice of violation of any such Environmental Laws with respect thereto has been received or is pending, nor does Landlord have knowledge that any such notice is threatened. To Landlord's knowledge, no solid or hazardous wastes, pollutants, contaminants, Hazardous Substances or petroleum substances have been discharged, disposed, released, placed, or dumped onto or under the Larger Parcel, Premises or Contiguous Parcel. No polychlorinated biphenyls, asbestos, or underground storage tanks were or are used by Landlord. Landlord has not received any formal or informal notice from any governmental agency of private or public entity, foreign or domestic, that Landlord is responsible or potentially responsible for response costs in connection with the operations on the Larger Parcel, Premises or Contiguous Parcel with respect to a release or threat of a release of Hazardous Substances, pollutants or contaminants at any location. There are no, and to Landlord's knowledge have been no, underground fuel storage tanks or any Hazardous Substance, present on, in or under the Larger Parcel, Premises or Contiguous Parcel: (1) the presence of which requires investigation or remediation under any Environmental Laws, and any state health and safety code; or (2) which contains polychlorinated biphenyls or asbestos; or (3) which contains gasoline, diesel fuel or other petroleum hydrocarbons in any unconfined manner.

(iv) Covenant Regarding Future Environmental Conditions. Landlord covenants and agrees that Landlord will continue to comply with all Environmental Laws relating to Environmental Matters at the Larger Parcel, Contiguous Parcel and Premises and that Landlord will not introduce or permit the introduction of Hazardous Substances on the Larger Parcel, Contiguous Parcel or Premises, without complying with all applicable Environmental Laws. Tenant covenants and agrees that as of the Commencement Date, it will comply with all Environmental Laws relating to Environmental Matters at the Premises and that it will not introduce or permit the introduction of Hazardous Substances on the Premises without complying with all applicable Environmental Laws, including, but not limited to, the obligation to obtain the proper permits. Each party shall immediately notify the other of any inquiry, test, investigation, or enforcement proceeding concerning the presence of a Hazardous Substance on or affecting any portion of the Larger Parcel, Contiguous Parcel or Premises.

(v) Tenant's Indemnity. Subject to Section 9.6 hereof, Tenant shall defend, indemnify and hold Landlord, Landlord's officers, directors,

representatives, and agents harmless from and against any and all damages, claims, judgments, fines, penalties, costs, court costs, liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, technical consultants and other experts, incurred by any of them to the extent such amount results from the violation of Tenant's covenant in this Section 13.3(b) from the Commencement Date hereof and any clean up work, inquiry, or enforcement proceeding in connection therewith.

(vi) Landlord's Indemnity. Subject to Section 9.6 hereof, Landlord indemnifies and holds Tenant, its members, officers and representatives and agents harmless from and against any and all damages, claims, judgments, fines, penalties, costs, court costs, liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, technical consultants and other experts, incurred by any of them to the extent such amount results from the violation of any of Landlord's covenants in this Section 13.3 (b) and any clean up work, inquiry, or enforcement proceeding in connection therewith.

(vii) Term of Indemnities. This Section 13.3(b) shall survive the expiration of the Term or earlier termination of this Lease.

13.4 ADDRESSES-NOTICES. Except for legal process which may also be served as by law provided (other than by tacking), all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when hand delivered and/or, if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused, and shall be addressed as follows:

(a) To Tenant:

Mason City School District
Kevin L. Bright, Superintendent
211 East North Street
Mason, Ohio 45040

With a copy to:

Richard L. Gardner, Treasurer
211 East North Street
Mason, Ohio 45040

(b) To Landlord:

The City of Mason
c/o Community Center Manager
6000 Mason Montgomery Road
Mason, Ohio 45040

With a copy to:

The City of Mason
c/o City Manager
6000 Mason Montgomery Road
Mason, Ohio 45040

The period in which a response to any such notice must be given or taken shall run from the date of personal delivery or the date of actual receipt as evidenced on the return receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt.

All payments of Rent and all other sums payable to Landlord hereunder shall be paid to Landlord at the following address:

The City of Mason
c/o Community Center Manager
6000 Mason Montgomery Road
Mason, Ohio 45040

A party's address for notice and/or payment may be changed from time to time by such party by not less than fifteen (15) days' prior written notice to the other Party.

13.5 WAIVER OF RIGHTS; ENTIRE AGREEMENT. No failure or delay by either Party to exercise any right or power given it or to insist upon strict compliance by the other Party with any obligation imposed on it, and no custom or practice of either Party at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by either Party or any right either Party has herein to demand strict compliance with the terms hereof by the other Party. Except with respect to the Joint Use Agreement, Sublease and Easement Agreement, this Lease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of the Parties, and no prior or contemporaneous oral or written representation or agreement between the Parties affecting the Premises shall have legal effect so as to modify or amend or change the conditions hereof.

13.6 JOINT USE AGREEMENT. Notwithstanding anything herein to the contrary and unless the Joint Use Agreement has otherwise terminated, to the extent that the terms and conditions of this Lease and the Joint Use Agreement are inconsistent, the terms and conditions of the Joint Use Agreement shall prevail unless such inconsistency is required to conform this Lease with the requirements of applicable law, in which event the provisions of this Lease and such applicable law shall prevail.

13.7 RECORDING. This Lease shall not be recorded, provided that Landlord and Tenant shall execute and record, prior to the Commencement Date, and at Landlord and Tenant's equal expense, the Memorandum, which shall include, without limitation, a reference to the Right of First Refusal sufficient to put third party's on notice of its existence under this Lease and of its application to the Premises.

13.8 SEVERABILITY. If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during the Term, the intention of the Parties set forth in the remaining parts of this Lease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

13.9 CAPTIONS. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Lease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

13.10 SUCCESSORS AND ASSIGNS. The provisions of this Lease shall inure to the benefit of and be binding upon the Parties and their respective successors, heirs, legal representatives and assigns.

13.11 GOVERNING LAW. The laws of the state in which the Premises is located shall govern the interpretation, validity, performance and enforcement of this Lease.

13.12 ESTOPPEL CERTIFICATE. At any time and from time to time, either Party, on or before the date specified in a request therefore made by the other, which date shall not be earlier than ten (10) days from the making of such request, shall execute, acknowledge and deliver to the requesting Party a certificate evidencing: (a) whether or not this Lease is in full force and effect; (b) whether or not this Lease has been amended in any way; (c) whether or not there are any existing Event of Defaults on the part of the Party requesting the certificate hereunder to the knowledge of the certifying Party and specifying the nature of such Event of Defaults, if any; and (d) the date to which Rent, and other amounts due hereunder, if any, have been paid. Each certificate delivered pursuant to this Section may be relied on by any prospective purchaser or transferee of either Party's interest hereunder or of any part of either Party's property or by any prospective mortgagee of either Party. The requesting Party shall pay all expenses connected with such certificate reasonably incurred by the Party giving such certificate.

13.13 TIME IS OF THE ESSENCE. Except as otherwise specifically provided herein, TIME IS OF THE ESSENCE OF THIS LEASE.

13.14 BROKERAGE COMMISSIONS. Each Party represents and warrants to the other Party that no broker, agent, commission salesman or other person has represented the warranting Party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each Party further warrants that any compensation arrangement with the person or entity excepted from the foregoing warranty has been reduced to writing in its entirety in a separate agreement signed simultaneously with or before this Lease by the Party who owes or should pay the commission or compensation. Further, each Party agrees to indemnify the other Party and hold such other Party harmless from any and all costs (including, without limitation, reasonable attorney's fees and court costs), expenses or liability for commissions or other compensation claimed by any broker or agent with which such indemnifying Party has dealt. This Section 13.14 shall survive expiration of the Term or earlier termination of this Lease.

13.15 APPROVALS. When any approval, consent or agreement of a Party is required under this Lease, the Parties agree the following shall apply in the absence of a specific provision expressly provided for in this Lease.

(a) The Party whose approval, consent or agreement is required will (unless otherwise specifically provided for in this Lease with respect to such approval, consent or agreement) within ten (10) days after receipt of a request for same, accompanied in all cases by reasonable detail if the circumstances require, give written notice to the requesting Party either that it gives its approval, consent or agreement or that it withholds same, and, if the latter, such notice shall set forth in reasonable detail its reasons for such withholding; and

(b) If the notification referred to Section 13.15(a) above is not given within the applicable period of time specified in Section 13.15(a) above or as elsewhere provided in this Lease, the Party whose approval, consent or agreement is requested will be deemed conclusively to have given its approval, consent or agreement in writing; and

(c) Any Party acting hereunder with respect to giving or withholding an approval, consent or agreement, unless otherwise specified in this Lease, shall at all times act reasonably and in good faith in doing so.

13.16 FORCE MAJEURE. Each Party shall be excused from the performance of any of its non-monetary obligations for the period of any delay resulting from any cause beyond its reasonable control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services or acts of God; subject to any express provision in this Lease stating that force majeure shall not excuse a delay.

13.17 RELATIONSHIP OF LANDLORD AND TENANT. This Lease shall be treated in all respects as an estate for years. Express provision in this Lease for any rights or duties which are imposed by law or statute with respect to estates for years shall in no

way be deemed or construed as an indication or implication that any relationship other than lessor and lessee has been created or Tenant has anything less than an estate for years by virtue of this Lease.

13.18 COOPERATION OF LANDLORD. Landlord shall use its best efforts to cooperate with and to provide assistance to Tenant in connection with complying with any governmental requirements related to this Lease.

13.19 EXECUTION. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, and any of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts. The persons executing this Lease on behalf of or as a Party hereby covenant, warrant and represent that: (a) such Party is a duly organized and qualified to do business in the state in which the Premises is located; (b) execution of this Lease has been duly authorized by such Party; and (c) execution of this Lease and performance by such Party, of its obligations hereunder do not violate any provision of the corporate charter or by-laws, partnership agreement, or other governance agreement of such Party, as applicable, or any outstanding agreement of such Party with any other person or entity.

13.20 DEDICATION. The Parties hereto agree that in the event Tenant desires to dedicate that portion of the Perimeter Road on the Land, or any portion of thereof, or Landlord desires to dedicate the remaining portion of the Perimeter Road located on the Contiguous Parcel, the other Party (the "Other Party") shall agree to such dedication, and each Party shall execute and deliver any dedication plats, deeds or other instruments that may be required to effectuate such dedication, provided that the Other Party shall not be responsible for paying any performance or maintenance bonds that may be required in connection with such dedication or for any other costs and expenses associated with such dedication. Upon acceptance of the applicable portion of the Perimeter Road, the rights and obligations created with respect to such dedicated portion under this Agreement shall automatically be extinguished (including, without limitation, the obligation to provide or share in any maintenance or the costs thereof). Also, in the event that, within one (1) calendar year from the March 1, 2003, Tenant dedicates that portion of the Perimeter Road located on the Land, Tenant shall, in connection with such dedication, assign to Landlord any maintenance and/or performance bonds (if any) submitted to Tenant by the contractor who constructed such portion of the Perimeter Road. Further, the Tenant acknowledges and agrees that an approval or variance from the applicable zoning authority may be required in connection with Tenant's dedication of the foregoing portion of the Perimeter Road and that, though Landlord has agreed, in good faith, to support any application for such approval or variance, Landlord does not control such zoning authority or otherwise make the determination with respect to whether or not such approval or variance will be granted.

13.21 ADDITIONAL FACILITIES AND CONTIGUOUS PARCEL. Notwithstanding anything herein to the contrary, with respect to that portion of the Perimeter Road which is located on the Contiguous Parcel and with respect to the Additional Facilities, all rights and obligations with respect to maintaining and insuring

(both for liability and casualty) and restoring same in the event of a Condemnation or Event of Casualty (and the rights to proceeds or awards in connection therewith) shall be governed by the terms and conditions of the Easement Agreement, as applicable thereto.

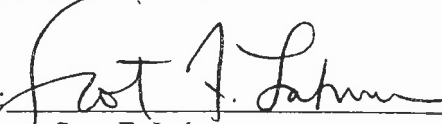
13.22 FISCAL CERTIFICATION BY LANDLORD. As evidenced by her signature on this Lease, Jennifer Heft, the Finance Director of the City of Mason, hereby certifies, in accordance with O.R.C. § 5705.41 and the Charter of the City of Mason, that the amount of money necessary to meet the obligations of Landlord under this Sublease has been lawfully appropriated for that purpose and is in the treasury of the City of Mason or is in the process of collection to an appropriate fund.

13.23 FISCAL CERTIFICATION OF TENANT. In accordance with O.R.C. § 5705.412, Tenant hereby certifies that the Mason City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the Mason City School District on the date on which Tenant has executed this Lease, are sufficient to provide the operating revenues necessary to enable the Mason City School District to maintain all personnel and programs for all of the days set forth in its adopted school calendars for the current school fiscal year and for a number of days in succeeding school fiscal years equal to the number of days instruction was held or is scheduled for the current school fiscal year.

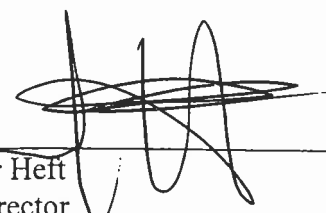
IN WITNESS WHEREOF, the Parties have caused this Lease to be executed under seal as of the day, month and year first above written.

LANDLORD:

CITY OF MASON

By: 
Name: Scot F. Lahrmer
Its: City Manager

and

By: 
Name: Jennifer Heft
Its: Finance Director

(Signatures Continued On Next Page)

STATE OF OHIO)
) ss:
COUNTY OF WARREN)

This instrument was acknowledged before me this 28th day of February, 2003
by Kevin L. Bright, the Superintendent of Mason City School District, on behalf of Mason City
School District.



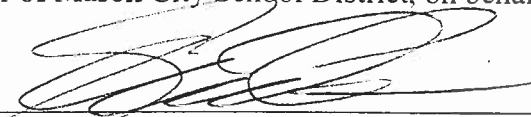
Notary Public

STATE OF OHIO)
) ss:
COUNTY OF WARREN)

This instrument was acknowledged before me this 28th day of February, 2003
by Richard L. Gardner, its Chief/Financial Treasurer of Mason City School District, on behalf of
Mason City School District.



STERLING WIGGS COLVIN
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.



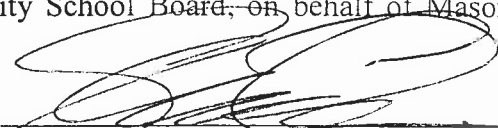
Notary Public

STATE OF OHIO)
) ss:
COUNTY OF WARREN)

This instrument was acknowledged before me this 28th day of February, 2003
by Eric B. Kantor, the President of the Mason City School Board, on behalf of Mason City
School Board.



STERLING WIGGS COLVIN
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.



Notary Public



STERLING WIGGS COLVIN
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.