

ORDINANCE NO. 2012-129

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO A COMMERCIAL PROPERTY LEASE BETWEEN AMETEK, INC. AND THE CITY OF KENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent wishes to enter into a Commercial Property Lease with Ametek, Inc. to lease back 10,000 square feet of the premises located at 627 Lake Street, Kent, Ohio to use as a laboratory; and

WHEREAS, the space will be leased for a term beginning on August 1, 2012, and ending at 11:59 p.m. on December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into a Commercial Property Lease with Ametek, Inc. to lease back 10,000 square feet of the premises located at 627 Lake Street, Kent, Ohio to use as a laboratory; in substantial compliance with Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 12/19/2012
DATE

MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2012 - 129 was duly enacted this 19th day of

December, 2012, by the Council of the City of Kent, Ohio.

CLERK OF COUNCIL

[Above Space For Recorder's Use Only]

COMMERCIAL PROPERTY LEASE

THIS LEASE, made as of _____, 2012 (the 'Effective Date') by and between the CITY OF KENT, OHIO, a municipal corporation, as "Lessor", with a mailing address of 215 East Summit Street, Kent, Ohio 44240, and AMETEK, INC., a Delaware corporation, as "Lessee", with a mailing address of 100 East Erie Street, Kent, Ohio 44240.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into that certain Purchase Agreement, dated as of April 20, 2011, (collectively, the "Purchase Agreement"), pursuant to which Lessor agreed to purchase from Lessee certain real property, together with the buildings and improvements thereon, located at 627 Lake Street, Kent, Ohio and known as Permanent Parcel No. 17-031-21-00-081-000, being more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

WHEREAS, Lessee would like to lease back 10,000 square feet of the premises and, Lessor has agreed to lease the Premises to Lessee, and Lessee has agreed to lease the Premises from Lessor, upon and subject to the terms, covenants and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants set forth herein, Lessor and Lessee hereby agree as follows:

SECTION I

Demise of Leased Premises

Lessor agrees to lease to Lessee and Lessee agrees to hire from Lessor, the Premises, upon and subject to the terms, covenants and conditions hereinafter set forth. Lessee accepts the Premises in its "AS-IS" condition as of the date of commencement of the term without any representation or warranty of any kind by Lessor, including representations and warranties as to the condition, use, zoning or operation thereof, and Lessee shall be deemed to have waived any warranty of condition or habitability, suitability for occupancy, use or habitation, fitness for a particular purpose or merchantability, express or implied, related to the Premises.

SECTION II

Term

The space is leased for a term beginning on August 1, 2012, and ending at 11:59 P.M. on December 31, 2013. Lessee may terminate this Lease prior to the expiration of the term upon not less than thirty (30) days prior written notice to Lessor specifying the date of termination, provided that Lessee surrenders possession of the Premises to Lessor on the date of termination in accordance with this Lease.

SECTION III

Rent

The rent payable hereunder by Lessee (hereinafter referred to as "rent") consists of "fixed rent," in the amount of \$1.00, which shall be paid in one installment, in advance, on the first day of the term, together with all other amounts which Lessee is obligated to pay under this Lease (including, without limitation, all insurance premiums, utility charges, taxes, late fees, interest and other amounts) (all such amounts being collectively referred to as "additional rent").

SECTION IV

Use and Occupancy

Lessee shall be permitted to use and occupy the Premises as a laboratory, Lessee's current operations thereon and for no other purpose. Lessee covenants that it will use the Premises in a safe and reasonable manner and that no nuisance shall be permitted nor shall any waste be committed upon the

Premises. Lessee further agrees that it shall not use the Premises for any purpose which is prohibited by public law, ordinance or governmental or municipal regulation or order.

SECTION V

Place for Payment of Rent

Lessee shall pay rent, including, without limitation, all additional rent as provided below, to Lessor at Lessor's above stated address, or at any other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or setoff.

SECTION VI

Care and Repair of Premises

(a) Lessee shall not commit any act of waste and shall take good care of the Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessee shall make all necessary maintenance, repairs and replacements to the Premises to keep and maintain the same in the same order, condition, repair as it is on the date of the Purchase Agreement.

(b) At the termination of this Lease, Lessee shall deliver the Premises to Lessor free of all personal property, trash and debris and in broom clean condition. Lessee shall also be responsible for winterization of the premises prior to their vacation of the premises, should there be no other tenants in the building at the time of vacation. This shall include draining and/or treating all water lines to preventing freezing of the pipes and fixtures within the entire building. Lessee may not remove fixtures or building systems, including HVAC systems, plumbing, electrical and lighting fixtures, without the advance consent of Lessor; provided, however, that Lessee may remove trade fixtures, including the following, without the advance consent of Lessor, so long as (i) they are not integral to the operation of the Premises and improvements on the Premises; (ii) the removal will not adversely effect the integrity and function of supporting structures; (iii) the materials removed are to be used in Lessee's other facilities and not sold for salvage; (iv) all gas lines are capped and water lines are drained or treated to prevent freezing, and the Premises are left in a safe and secure condition; and (v) Lessee uses commercially reasonable efforts to minimize any damage caused by the removal:

- (i) Lab/test equipment;
- (ii) Specialized lab and life test power equipment (such as transformers and power supplies);
- (iii) Specialized HVAC for life test;
- (iv) Back up diesel generator;
- (v) Model shop equipment, tools, tooling;
- (vi) Office and engineering supplies and equipment, furniture, storage shelving, cabinets;
- (vii) IT/ phone equipment; and
- (viii) Advertising, trade show booth materials.

All property of Lessee remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of the removal. Lessor may have any property left on the Premises stored at Lessee's risk and expense.

(c) During the term of this Lease, Lessee agrees to:

- (i) Provide proper written notice to Lessor of any damage or condemnation affecting any portion of the Premises;
- (ii) Deliver to Lessor promptly after receipt by Lessee copies of all notices of violations issued by any governmental authority with respect to the Premises; and
- (iii) Promptly advise Lessor of any litigation, arbitration or other judicial or other administrative proceeding which concerns or affects the Premises.

(d) During the term of this Lease, Lessee agrees that Lessee will not grant, create or ~~assume~~ or permit to be created any mortgage, lien, encumbrance, lease or covenant, condition, right of way or restriction upon the Premises.

(e) During the term of the Lease, Lessee agrees that it will indemnify Lessor and save Lessor and the holder of any mortgage on the Premises (the "Lessor's Mortgagee") harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss or damage to property or injury or death to persons occurring in, on or about or arising out of, the Premises and adjacent sidewalks and loading platforms or areas, occasioned wholly or in part by any act or omission of Lessee, Lessee's agents, contractors, customers or employees.

(f) Lessee shall be responsible for and agrees to indemnify Lessor, protect and defend with counsel acceptable to Lessor, and hold Lessor harmless from and against any and all claims (including without limitation third party claims for personal injury or real or personal property damage), obligations, losses,

actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, expenses, liabilities including sums paid in settlement of claims), interest or losses, reasonable attorney fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, expert fees, claims of any kind or nature (including but not limited to claims involving strict or absolute liability in tort), claims arising from or in connection with any violation or alleged violation by Lessee of any Environmental Laws or governmental order, any and all costs, expenses, and actions necessary or appropriate to remedy any such violation or alleged violation, which may be imposed upon, incurred by or asserted against Lessor that arise directly or indirectly from or in connection with the presence, suspected presence, release, or suspected release by Lessee of any Hazardous Materials whether into the air, soil, surface water or ground water at the Premises, or any violation by Lessee of Environmental Laws occurring during the term of this Lease. "Hazardous Materials" as used in this Lease, means any substance, material or waste defined as a pollutant or contaminant, or as a hazardous, toxic or dangerous substance, material or waste, under any Environmental Law, including, without limitation, petroleum, petroleum products, PCBs and asbestos. "Environmental Laws" as used in this Lease means all federal, state and local laws, statutes, ordinances, codes, regulations and other requirements respecting the environment, including but not limited to those respecting: (A) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (B) pollution or contamination of land, air (including indoor air), or water (including groundwater); (C) emissions, spills, releases, or discharges of any substance onto or into the land, air (including indoor air), or water (including groundwater); (D) protection of wetlands; (E) aboveground or underground storage tanks; (F) air quality (including indoor air quality) or water quality (including groundwater quality); (G) protection of endangered species; and (H) damage to natural resources.

(g) The parties agree that Lessor shall not be liable for any damage to the personal property of Lessee located at the Premises, including, but not limited to, damage occurring by reason of failure to keep the Premises in repair, for any damage done or occasioned by or from fire, explosion, falling plaster, dampness, the electrical system, the heating, ventilating and air conditioning system, the plumbing and sewer system, in, above, upon or about the Premises nor for damages occasioned by water, snow or ice being upon or coming through the roof, trapdoor, walls, windows, doors or otherwise, nor for any damage to or loss of personal property or other property arising from acts of negligence of persons in the improvements or buildings of the Premises, or the acts of any owner or occupants of adjoining or contiguous property, or from burglary, theft or otherwise.

SECTION VII

Alterations, Additions or Improvements

(a) Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Premises, and then shall make such alterations only by such contractors and mechanics as may be approved in writing by Lessor. Lessee shall make any such alterations, changes and improvements consented to by Lessor in a good and workmanlike manner, shall comply with all applicable laws and building regulations, and shall, prior to the making of said alterations, changes and improvements, reasonably assure Lessor that payment for the same will be made by Lessee.

SECTION VIII

Prohibition Against Activities Increasing Fire Insurance Rates

Lessee shall not do or permit any activity on the Premises which will cause an increase in the rate of fire insurance on the Premises.

SECTION IX

Accumulation of Waste or Refuse Matter

Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

SECTION X

Abandonment

Lessee shall not, without first obtaining the written consent of the Lessor, abandon the Premises, or allow the Premises to become vacant or deserted.

SECTION XI

Assignment or Sublease

Lessee shall not, without first obtaining the written consent of the Lessor, assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises. This covenant shall be binding upon the legal representatives of Lessee, and upon every person to whom Lessee's interest

under this Lease passes by operation of law, but shall not apply to an assignment or subletting to the parent or subsidiary of a corporate Lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving Lessee.

SECTION XII

Compliance with Rules and Regulations

Lessee shall observe and comply with any rules and regulations which may exist, which are made part of this Lease, and with any further reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety, care, and cleanliness of the Premises.

SECTION XIII

Heat

Lessee agrees to pay for the heating of the Premises.

SECTION XIV

Water

Lessee agrees to pay for water charges as registered on the water meter and for sewer charges of the Premises.

SECTION XV

Electricity and Other Utilities

Lessee agrees to pay for electricity and all other utility charges of the Premises.

SECTION XVI

Real Estate Taxes

Lessee agrees to pay real estate taxes on the Premises.

SECTION XVII

Casualty & Property Insurance

Lessee agrees to maintain and pay for casualty and property insurance on the buildings and improvements on the Premises during the term of this Lease with the coverage, and in the form and amount that Lessee currently has in place. Such insurance shall be issued by an insurer reasonably acceptable to Lessor and include an endorsement naming Lessor as loss payee. Evidence of such insurance shall be provided to Lessor prior to the Effective Date and not less than ten (10) business days prior to the expiration of any policy.

SECTION XVIII

Liability and Other Insurance

Lessee agrees to maintain liability and other insurance on the Premises as set forth in Exhibit B attached hereto and incorporated herein by reference during the term of this Lease.

SECTION XIX

Damages to Premises

If the Premises are damaged by fire or any other cause, all insurance proceeds shall be paid to Lessor. To the extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed ten percent (10%) of the replacement value thereof, exclusive of foundations, just prior to the occurrence of the damage, or if such damage cannot reasonably be repaired and restored within sixty (60) days prior to the expiration of the term of this Lease, then Lessor may, no later than the thirtieth (30th) day following the damage, give Lessee a notice of election to terminate this Lease or make the repairs at Lessee's expense to the extent that the cost of restoration exceeds the amount of insurance proceeds received by Lessor, or if the cost of restoration will equal or exceed ten percent (10%) of the replacement value and if the Premises are not reasonably usable for the purposes for which they are leased under this Lease, then Lessee may, no later than the thirtieth (30th) day following the damage, give Lessor a notice of election to terminate this Lease. In event of either election, this Lease shall terminate on the thirtieth (30th) day after Lessor gives notice to Lessee, and Lessee shall surrender possession of the Premises within a reasonable time, and any additional rent shall be apportioned and paid as of the date of termination and any additional rent paid to Lessor for any period beyond that date shall be refunded to Lessee. The words "restoration" and "restore" as used in this Section XVI include repairs.

SECTION XX

Waivers of Subrogation

Notwithstanding the provisions of Section VI of this Lease, in any event of loss or damage to the Premises and/or any improvements thereon or contents therein, each party shall look first to any insurance in

its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

SECTION XXI
Eminent Domain

If the Premises or any part of the Premises or any estate in the Premises, or any other part of the building materially affecting Lessee's use of the Premises, is taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to the taking. The additional rent, if any, shall be apportioned as of the termination date and any additional rent paid to Lessor for any period beyond that date shall be refunded to Lessee. Lessee shall not be entitled to any part of the award for the taking or any payment in lieu of payment, but Lessee may file a claim for any taking of trade fixtures and personal property owned by Lessee that Lessee is permitted to remove from the Premises upon the expiration or termination of this Lease as provided above, and for moving expenses.

SECTION XXII
Lessor's Remedies on Default

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this agreement, Lessor may give Lessee notice of the default. If Lessee does not cure any rent, or additional rent, default within thirty (30) days, or other default within thirty (30) days, after notice is given or if the other default is of a nature that it cannot be completely cured within that period, Lessee does not commence curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure the default, then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as provided in Section XXIII. If this Lease is terminated by Lessor, Lessor may at any time after termination resume possession of the Premises by any lawful means and remove Lessee or other occupants and its or their effect.

SECTION XXIII
Deficiency

In any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Premises or any part of the Premises as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this Lease, at Lessor's option, and receive the rent as agreed under the Lease. Any rent received shall be applied first to the payment of expenses Lessor may incur in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting, and reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of Lessee as provided in this agreement. Lessee agrees, in the above described circumstances, whether or not Lessor has relet, to pay to Lessor damages equal to the rent and other sums agreed to, less the net proceeds of the reletting. The damages shall be payable by Lessee on the several rent days above specified. In reletting the Premises, Lessor may grant rent concessions, and Lessee shall not be credited with the concessions. No reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If Lessor elects, pursuant to this agreement, actually to occupy and use the Premises or any part of the Premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as defined in this agreement, during the period of Lessor's occupancy, the reasonable value of the occupancy, not to exceed in any event the rent reserved and the occupancy shall not be construed as a relief of Lessee's liability under this agreement.

Lessee waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or later in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

SECTION XXIV

Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this agreement, shall not be construed as a waiver of the covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.

SECTION XXV

Collection of Rent from any Occupant

If the Premises are sublet or occupied by anyone other than Lessee and Lessee is in default under this agreement, or if this Lease is assigned by Lessee, Lessor may collect rent from the assignee, sublessee, or occupant, and apply the net amount collected to the rent reserved. The collection shall not be deemed a waiver of the covenant against assignment and subletting, or on acceptance of the assignee, sublessee, or occupant as lessee, or a release of Lessee from further performance of the covenants contained in this agreement.

SECTION XXVI

Subordination of Lease

This Lease shall be subject and subordinate to all underlying leases and to mortgages and trust deeds which now or subsequently affect the leases or the real property of which the Premises form a part, and also to all renewals, modifications, consolidations, and replacement of the underlying leases and the mortgages and trust deeds. Although no instrument or act on the part of Lessee shall be necessary to effectuate the subordination, Lessee will, nevertheless, execute and deliver instruments confirming the subordination of this Lease as may be desired by the holders of the mortgages and trust deeds or by any of the Lessors under the underlying leases. Lessee agrees to appoint Lessor attorney in fact, irrevocably, to execute and deliver any of the above described instrument for Lessee. If any underlying lease to which this Lease is subject terminates, Lessee shall, on timely request, attorn to the owner of the reversion.

SECTION XXVII

Security Deposit

Lessee agrees to deposit with Lessor upon signing of this Lease the sum of \$1.00 as security for the performance of Lessee's obligations under this Lease, including without limitation the surrender of possession of the Premises to Lessor as provided in this agreement. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall upon demand deposit with Lessor the amount applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

SECTION XXVIII

Lessor's Right To Cure Lessee's Breach

If Lessee breaches any covenant or condition of this Lease, Lessor may (but shall have no obligation), on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure the breach at the expense of Lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in curing the breach, whether paid by Lessor or not, shall be deemed additional rent payable on demand. Any such payment not made on the next business day shall bear and accrue interest thereon at a rate equal to the prime commercial rate of Huntington Bank of Kent, Ohio (or its successor in interest) plus five percent (5%) from such date to the date payment is received by Lessor.

SECTION XXIX

Mechanics Lien

Lessee shall within thirty (30) days after notice from Lessor discharge any liens for materials or labor claimed to have been furnished to the Premises on Lessee's behalf. Lessee hereby completely and fully indemnifies Lessor against all losses, costs, damages, injuries, fees and expenses (including, without limitation attorneys' fees) arising out of or in connection with any No mechanic's, materialmen's or laborer's liens or mortgages or other liens of any character or other lien or claims in connection with the making of any repairs, maintenance, replacements, alterations, changes and improvements to the Premises by or on behalf of Lessee. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT LESSEE IS NOT THE AUTHORIZED AGENT OF LESSOR FOR PURPOSES OF CONTRACTING FOR ANY IMPROVEMENT TO REAL PROPERTY. LESSEE SHALL INCLUDE SUCH A STATEMENT IN EACH AND EVERY CONTRACT IT ENTERS INTO FOR ANY REPAIRS, MAINTENANCE, REPLACEMENTS, ALTERATION, ADDITION OR IMPROVEMENT. Lessee has no right to place nor shall Lessee permit to be placed any lien on the Premises. No mechanic's, materialmen's or laborer's liens or mortgages or other liens of any character whatsoever created or suffered by Lessee shall in any way or to any extent affect the interest or rights of Lessor hereunder or its rights or interests in the Premises, or attach to Lessor's title to or rights in the Premises.

SECTION XXX
Notices

A notice, demand, or other communication under this Lease by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Lessee, is addressed to or delivered personally to Lessee at:

AMETEK, Inc.
Precision Motor Control- Technical and Industrial Products/Haydon Kerk
100 East Erie Street
Kent, Ohio 44240
Attn: Matthew C. French
Vice President, General Manager

with copies to:

AMETEK, Inc.
1100 Cassatt Road
Berwyn, Pennsylvania 19312
Attn: Robert Feit, Senior Vice President and General Counsel

Saul Ewing LLP
1200 Liberty Ridge Drive
Suite 200
Wayne, PA 19087
Attention: Michael S. Burg, Esq.

- (b) in the case of Lessor, is addressed to or delivered personally to Lessor at:

City Manager
Municipal Building
215 E. Summit Street
Kent, OH 44240

with a copy to the Law Director, at the same address.

or at such other address with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

SECTION XXXI
Lessor's Right To Inspection, Repair, and Maintenance

At all times during the term of this Lease, Lessor and its agents shall have access to the Premises for the purpose of making, at Lessor's cost and expense, surveys, soil tests, inspections and other investigations of the Premises, including, without limitation, a Phase 2 environmental site assessment and such other investigations and studies as Lessor shall require in connection with its grant application as described in Section 4(a) of the Purchase Agreement. Lessor agrees that any on-site inspections of the Premises shall be conducted upon at least twenty-four (24) hours' prior written notice to Lessee and in the presence of Lessee or its representative, if requested by Lessee. Such physical inspection shall not unreasonably interfere with the use of the Premises by Lessee. Lessor or its agents shall repair any damage it causes to the Premises. Lessor may also enter the Premises at any reasonable time, upon reasonable prior notice to Lessee (except that no notice need be given in case of emergency) to make repairs or replacements in, to, on and about the Premises or the improvements thereon, as Lessor deems necessary or desirable, but Lessor shall have no obligation to make any such repairs or replacements. Lessee shall have no claim or cause of action against Lessor by reason of entry for any of the purposes set forth in this Section except as provided in Section XXXVI of this Lease.

SECTION XXXII
Interruption of Services or Use

Lessor shall have no obligation to provide utility services to the Premises or to maintain any utility lines or other facilities of or serving the Premises. In the event of interruption or curtailment of any utility or other service for the Premises, for any reason, including, without limitation, strikes, mechanical difficulties, Lessor

shall not be liable to Lessee for any damages should the furnishing of such utilities be interrupted or required to be terminated by reason of governmental regulation or restrictions, or any other cause, nor shall any such interruption or cessation constitute a constructive eviction or relieve Lessee from the performance of any of Lessee's covenants, conditions and agreements under this Lease.

SECTION XXXIII

Conditions of Lessor's Liability

Lessee may not claim a constructive eviction from the Premises unless Lessee has first notified Lessor in writing of the condition or conditions giving rise to the eviction, and, if the complaints are justified, unless Lessor fails within a reasonable time after receipt of notice to remedy the conditions. No member, official or employee of Lessor shall be personally liable to Lessee, or any successor in interest of Lessee, in the event of any default by Lessor or for any amount which may become due to Lessee or its successor on any obligation under the terms of this Lease.

SECTION XXXIV

Lessor's Right To Show Premises

Lessor may show the Premises to prospective purchasers and mortgagees to prospective Lessees, during business hours upon reasonable notice to Lessee.

SECTION XXXV

Effect of Other Representations

No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

SECTION XXXVI

Peaceful Enjoyment

Lessor covenants that if, and for as long as Lessee pays the rent, and any additional rent as provided in this agreement, and performs the covenants of this Lease, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the term mentioned without any manner of hindrance from Lessor or any person or persons lawfully claiming the Premises through Lessor.

SECTION XXXVII

Lessee's Certification as to Force and Effect of Lease

Lessee shall, from time to time, upon not less than thirty (30) days' prior written request by Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default under this Lease and, if so, specifying the nature of the default, together with such other information as Lessor shall request. It is intended that any statement delivered according to this Section may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Premises.

SECTION XXXVIII

Waiver of Jury Trial

To the extent permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

SECTION XXXIX

Section Headings

The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

SECTION XL

Binding Effect on Successors and Assigns; Execution in Counterparts.

The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee and their respective heirs, successors, legal representatives, and assigns. In the event of a transfer or sale of the Premises by Lessor, or in the event of a transfer or sale of Lessor's interest as Lessor under this Lease, Lessor's successor or assign shall take subject to and be bound by this Lease and acknowledge responsibility for deposits and refund of same and, in such event, Lessee covenants and agrees that: (i) Lessor shall be released from all obligations of Lessor under this Lease, except obligations which arose and matured prior to such transfer by Lessor; (ii) Lessee shall thereafter look solely to Lessor's successor or assign for satisfaction

of the obligations of Lessor under this Lease; and (iii) upon demand by Lessor or Lessor's successors or assigns, Lessee shall attorn to such successor or assigns. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

SECTION XLI

No Brokers

Lessor and Lessee represent to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Premises. Each party agrees to pay and be responsible for any claims, costs, judgments or liabilities of any kind advanced by persons claiming real estate brokerage fees through such party.

[Remainder Of Page Intentionally Left Blank - Signature Page Follows]

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2012 under the Lease have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____, 2012

Director of Budget and Finance
City of Kent, Ohio

EXHIBIT A
LEGAL DESCRIPTION

Attached hereto.

EXHIBIT B
INSURANCE COVERAGE REQUIREMENTS

1.. Insurance Coverage

(i) Commercial general liability insurance in the amount of at least US\$5,000,000 per occurrence (including umbrella coverage), on a form at least as broad as Insurance Services Office ("ISO") commercial general liability "occurrence" form CG 00 01 0196 (available through a commercial insurance broker) or another "occurrence" form providing equivalent coverage and approved in writing by Lessor; and such commercial general liability insurance and any necessary riders thereto shall provide at least the following coverages:

- (1) contractual liability coverage as applicable to any hold harmless agreements in this Lease;
- (2) completed operations coverage;
- (3) broad form property coverage for property in the care, custody, or control of the Lessee;
- (4) coverage for liability arising out of professional services or out of explosion, collapse, underground operations, or damage to utilities and loss of use resulting therefrom, with an "Aggregate Per Project" endorsement; and
- (5) products liability.

(ii) Workers Compensation and occupational disease insurance securing compensation for the benefit of Lessee's employees and the employees of each contractor or subcontractor of Lessee (each a "Contractor"), if any, as required by applicable laws, including the laws of each State where the employment contracts of such employees were made. Such coverage need not be obtained if Lessee or such Contractor has an accepted program of self-insurance under applicable law or participates in an applicable monopolistic state Workers Compensation fund;

(iii) Employers liability insurance in the amount of at least US\$1,000,000 per occurrence; and

(iv) Motor vehicle liability insurance in the amount of at least US\$2,000,000 combined single limit, issued on a form at least as broad as ISO Business Auto Coverage Form CA 00 01 07 97 or other form providing equivalent coverage, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto the Premises. All required policies of insurance shall contain a waiver of subrogation and waiver of liens in favor of the Lessor and its respective officers, employees, agents and insurers (collectively, "Lessor Parties").

The required commercial general liability, employers liability, and motor vehicle liability insurance policies shall cover Lessor as an additional insured with respect to all claims, actions, suits, demands, arbitrations and causes of action or other similar activity made, filed, done or attempted or submitted for or on account of any actual or alleged liabilities, losses, damages, fines, penalties, awards, judgments, decrees, orders, holdings, determinations, opinions, costs and expenses of every kind and amount whatsoever (including without limitation reasonable attorneys' fees) on account of or as a result of any actual or alleged loss of, damage to or defect in property or any actual or alleged illness or injury, including death, or one or more persons (collectively, "Claims") arising out of the work of the named insured and any entry upon the Premises of Lessor, acts or omissions of the named insured, and with respect to Claims by employees of Lessee or any Contractor, or their respective personal representatives, heirs, and beneficiaries. Such coverage shall be primary to and noncontributory with any other insurance carried by any Lessor.

2. The required policies of insurance for commercial general liability, employer's liability and motor vehicle liability shall not have deductibles or self-insured retentions which are greater than the lesser of (i) five percent (5%) of the coverage limit provided by the policy, or (ii) the deductibles or self-insured retentions in Lessee's or Contractor's general program of business insurance, unless approved in writing by Lessor. All deductibles or self insured retentions ("SIR") on insurance required to be obtained under this Lease shall be borne by Lessee or such Contractor, as applicable, at its sole expense, without reimbursement by Lessor, and shall be treated as "insurance" with regard to all requirements of this Lease. If Lessee or Contractor is self-insured, it will provide Lessor with appropriate certificates evidencing such self-insurance program, including appropriate documentation of SIR funds.

3. All required policies of insurance shall be maintained in a form and with responsible insurance carriers reasonably satisfactory to Lessor who are qualified to do business in the jurisdiction(s) in which the work is performed, and who are rated by AM Best as A- or better with a size rating of VII or better. As soon as practicable upon execution of this Lease and before entry upon the Premises of Lessor, Lessee shall provide Lessor with certificates of insurance evidencing all required coverages, listing all named insureds and additional insureds, and confirming the required waiver of subrogation. The certificates shall state that the policies described therein will not be cancelled, terminated, or materially amended, and renewals will not be refused or aggregate limits potentially exhausted until at least thirty (30) days after written notice has been given to Lessor. Upon request by Lessor, Lessee shall deliver, and shall cause each Contractor of Lessee to

deliver, to Lessor true and complete copies of the original policies of insurance, including all riders and endorsements thereto, and bearing notations or accompanied by other evidence satisfactory to Lessor of the payment of premiums. Thereafter, Lessee shall deliver, and shall cause each Contractor of Lessee to deliver, to Lessor certificates of renewal not less than ten (10) days before the expiration dates of the expiring policies. Each policy of insurance shall not contain any exclusions for work performed by Contractors and must incorporate any additional endorsements as Lessor may reasonably request.

4. Lessee shall notify Lessor and the applicable insurance carriers of any occurrence or event giving rise to a Claim as required under the terms of the policies.

5. Failure of Lessee to provide such certificates evidencing the required insurance shall under no circumstances be deemed a waiver of this requirement. The obligation of Lessee to provide the required policies of insurance shall not limit in any way the liability or obligation assumed by Lessee under this Lease.

6. Lessee shall cause each of its Contractors that enters onto the Premises of Lessor to obtain the required insurance and to provide to Lessor a certificate of insurance prior to the entry upon such Premises and the start of any work at, on or about such Premises.

7. Lessee and its Contractors shall be responsible for providing all other insurance and employee benefits required under applicable laws.