

fully executed

RCA 24-188-9/9

**ORDINANCE NO. 176-24**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A GROUND LEASE BETWEEN THE CITY OF MEDINA AND UNIVERSITY HOSPITALS HEALTH SYSTEM, INC. FOR HELICOPTER CREW SITE AND ANCILLARY SINGLE T-HANGAR SPACE.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the Mayor is hereby authorized to execute a Ground Lease between the City of Medina, Ohio and University Hospitals Health System, Inc. as tenant for Helicopter Crew Site and Ancillary Single T-Hangar Space.

**SEC. 2:** That a copy of the Ground Lease is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** September 23, 2024 **SIGNED:** James A. Shields  
President of Council Pro-Tem

**ATTEST:** Teresa Knox **APPROVED:** September 23, 2024  
Deputy Clerk of Council

**SIGNED:** John M. Coyne, III  
Acting Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 176-24 ADOPTED BY THE COUNCIL ON 9-23-24  
[Signature]  
CLERK OF COUNCIL

ORD. 176-24  
EXH. A

GROUND LEASE

Dated: Oct 1, 2023, 2024

between

CITY OF MEDINA, OHIO,  
as Landlord

and

UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.,  
as Tenant

(Helicopter Crew Site and Ancillary Single T-Hangar Space)

# GROUND LEASE

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**GROUND LEASE**

**THIS GROUND LEASE** made and entered into as of the 23<sup>rd</sup> day of October, 2024, by and between **CITY OF MEDINA, OHIO**, a municipal corporation organized and operated under the laws of the State of Ohio ("Landlord"), having an address at 132 North Elmwood Avenue, Medina, Ohio 44256, and **UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.**, an Ohio non-profit corporation ("Tenant"), having an address at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122.

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of certain land located at the Medina Municipal Airport (the "Airport") in Sharon Township, Medina County, Ohio, more particularly described or depicted on **Exhibit "A"** attached hereto (hereinafter referred to as the "Premises");

**WHEREAS**, Tenant is leasing from a third party the modular building (the "Modular Building") currently situated upon a portion of the Premises which is used as the crew headquarters for Tenant's helicopter medivac operations at the Airport;

**WHEREAS**, Tenant is currently using or desires to use a single T-hangar space (the "UH T-Hangar") located within a multiple T-hangar building at the Airport owned by Landlord, which is also described or depicted on **Exhibit "A"** and which UH T-Hangar is to be included as part of the Premises;

**WHEREAS**, Tenant previously occupied the Premises, directly or indirectly, pursuant to an existing lease dated June 26, 2012, which existed between Flight Services of Medina, a Division of Olson Products, as Lessee and the Landlord, as City, but which existing lease is being or has been terminated and is being replaced hereby as of the Rent Commencement Date;

**WHEREAS**, Landlord, in furtherance of carrying out its public purpose in the ownership and operation of the Airport desires to grant a new ground lease to Tenant and Tenant desires to obtain a new ground lease of the Premises for the purposes herein stated;

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

## ARTICLE I

### Definitions

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

- (a) The term "Air Operator", as used herein, shall mean the FAA certificated aviation company providing the helicopter(s), pilots and mechanics under agreement with Tenant to provide Tenant with air transportation services staged at the Premises.
- (a) The term "Base Rent", as used herein, means that portion of the Rent specified in Section 2.1 hereof.
- (b) The term "Event of Default", as used herein, means any event set forth in paragraphs (a) or (b), inclusive, of Section 16.1 hereof.
- (c) The term "Field Market Rent", as used herein means the base rent per square foot of land charged by the Landlord on an annualized basis for five (5) year ground leases. The per square foot rate is determined in good faith by Landlord based upon a review of market conditions at the Airport and the rates charged upon ground leases entered into by the Landlord or which have had rent adjustments within the past eighteen (18) month period.
- (d) The term "Imposition", as used herein, means any tax, assessment, ad valorem real property tax, excise, levy, license or permit fee or other governmental charge, general and specific, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on (a) the Premises or any part thereof, (b) the rent, income or other payments received by Tenant or anyone claiming by, through or under Tenant, or (c) any use or occupation of the Premises or any part thereof.
- (e) The term "Institution", as used herein, means a savings bank, bank, trust or insurance company, pension fund (whether or not managed by a state agency), or lending institution authorized to make mortgage loans and supervised or regulated by the United States of America or any state thereof.
- (f) The term "Landlord", as used herein, means City of Medina, Ohio, its successors or assigns.
- (g) The term "Lease Year", as used herein, means a period of twelve (12) full consecutive months commencing upon the Rent Commencement Date.
- (h) The term "Manager" as used herein, means any manager of the Airport operations as designated by the Landlord from time to time.
- (i) The term "Premises", as used herein, means real property described on Exhibit "A" attached hereto and made a part hereof.



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

(k) The term "Rent Commencement Date", as used herein, shall mean October 1, 2024.

(l) The term "Tenant", as used herein, means University Hospitals Health System, Inc.

(m) The term "Term", as used herein, means the period of time described in Section 3.1 hereof, or if applicable, any extension term referenced in Section 3.2 hereof which has been exercised. The "Initial Term" is five (5) years from the Rent Commencement Date.

## ARTICLE II

### Rent

**Section 2.1 Base Rent.** As part of Rent, Tenant shall pay to Landlord Seventy-Two Thousand Dollars (\$72,000.00), as Base Rent for the Premises, during the Term, payable in advance in sixty (60) monthly installments each in the amount of One Thousand Two Hundred Dollars (\$1,200.00) with the first due on the Rent Commencement Date and successive monthly installments due on the first day of each and every month thereafter during the Term.

**Section 2.2 Place of Payments.** Tenant shall make payment of each installment of Rent, without notice or demand, to Landlord in lawful money of the United States of America at Landlord's offices which, until Tenant shall be otherwise notified in writing by Landlord, shall be ATTN: Airport Manager, Medina Municipal Airport, 2050 Medina Road, Medina, Ohio 44256. All such payments of Rent, except as otherwise provided herein, shall be made without deduction, counterclaim, abatement, suspension, deferment, defense, diminution or setoff for any reason whatsoever.

**Section 2.3 Delinquent Payment; Handling Charges.** In the event Tenant is more than ten (10) days late in paying any amount of Rent or any other payment due under this Lease, then without the need for any further notice to Tenant, Tenant shall pay Landlord, within ten (10) business days of Landlord's written demand therefor, a late charge equal to five percent (5%) of the delinquent amount. In addition, any amount due from Tenant to Landlord hereunder which is not paid within thirty (30) days of the date due shall bear interest at a monthly rate of one and one-half percent (1.5%). The payment of such late charge or interest by Tenant shall not constitute a waiver of any default by Tenant hereunder.

## ARTICLE III

### Term

**Section 3.1 Initial Term.** The covenants, conditions and obligations of the parties under this Lease and possessory rights hereunder shall become effective upon the Rent Commencement Date and shall continue for five (5) years.

**Section 3.2 Extension.** Tenant may extend the Initial Term of this Lease for one (1) additional period of three (3) years, and a subsequent additional period of two (2) years upon the same terms and conditions herein contained, provided, however, that Base Rent for each such renewal period shall be the shall be the Field Market Rent determined at the commencement of such renewal period multiplied by the number of years in the renewal period. Each option shall be exercised upon written notice received by Landlord not later than ninety (90) days prior to the expiration of the then existing Term of this Lease as it would expire without such an extension. Tenant's right to extend shall terminate if this Lease or Tenant's right to occupy the Premises shall be terminated on default of Tenant or as otherwise provided herein.

## ARTICLE IV

### Ownership of Improvements; Additional Improvements

**Section 4.1 Ownership of Improvements.** It is understood the Modular Building is not owned by Landlord and is owned by Tenant or a third-party providing the use of same to Tenant. The UH T-Hangar is owned by Landlord and including as part of the Premises leased to Tenant "AS IS" and without warrant whatsoever. Upon termination or expiration of the Term other than in the event of Tenant default, ownership of buildings and improvements shall be determined by reference to Article XVIII.

**Section 4.2 Additional Improvements.** Tenant shall not make any additional improvements upon the Premises, nor shall Tenant materially alter the exterior of any existing improvements upon the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld. All additional improvements and/or alterations under this section shall be made in accordance with reasonable standards set by the Landlord and in accordance with applicable laws, codes and ordinances.

## ARTICLE V

### Uses and Conduct of Business

**Section 5.1 Purposes.** Tenant shall use and occupy the Premises solely for the following purposes and none others: (a) operation, staging and parking of a single medivac helicopter (the "Helicopter") provided for service to Tenant by Tenant's Air Operator and operated solely by Tenant's Air Operator for the transport of health care related patients on behalf of Tenant; (b)

service and maintenance of the Helicopter; (c) storage of necessary items in support of the operation of the medivac hospital (not, however, including fuel or fuel storage; provided, however, Tenant may maintain means approved by the Manager to transport jet fuel for the Helicopter from the jet fuel A facility by means of a bowser); and (d) office purposes in direct support of only the foregoing purposes. In the event Tenant has the Helicopter provided by Tenant's Air Operator for the above purposes that is inside the adjacent helicopter maintenance hangar undergoing maintenance and/or repair, Tenant may during the period of maintenance and repair have a substitute operable Helicopter at the Premises for operation by the Tenant's Air Operator for air transport of health care related patients on behalf of Tenant. In connection with the air transport of health-related patients on behalf of Tenant, Tenant's Air Operator may have an ambulance provided, owned and operated by Tenant's Air Operator (the "Tenant Ambulance") at the Premises subject to any rules and regulations or dictates of the Airport manager pertaining to the parking of vehicles at the Airport.

It is understood that the UH T-Hangar is included as part of the Premises as an accommodation to Tenant. Landlord reserves the right to recapture the UH T-Hangar in the event Landlord elects to either (1) demolish the building of which the UH T-Hangar is a part or (2) renovate the building of which the UH T-Hangar is a part, or (3) is needed for other aircraft storage by reason of demand therefor at the Airport. Landlord will give Tenant ten (10) business days' notice of recapture of the UH T-Hangar. Base Rent shall not be reduced by reason of any such recapture of the UH T-Hangar. In the event the UH T-Hangar is recaptured Landlord will, or will cause the Airport Manager to, cooperate with Tenant to explore alternate options for accommodating the need for staging/storage of the Tenant Ambulance.

**Section 5.2 Prohibited Purposes.** In addition to other uses that are prohibited, Tenant shall not use or occupy the Premises or any part thereof, nor permit any portion of the Premises to be used, for any of the following purposes: (a) service or maintenance on any aircraft or aircraft component not owned by Tenant other than the Helicopter; (b) outside storage of aircraft or other items other than the Helicopter (for example, "tie-downs" of other aircraft at the Premises are not permitted) and temporary parking of an ambulance servicing the medivac operations provided the same is permitted under FAA rules and regulations and any Airport rules and regulations (including, but not limited to any minimum standards for aeronautical activity adopted by the Airport); (c) fueling of any aircraft other than Jet A fueling of the Helicopter utilizing a bowser to obtain Jet A fuel from the fuel farm located at the Fix Base Operator premises at the Airport; and (d) any use that is not specifically authorized in Section 5.1 above.

**Section 5.3 No Exclusive Rights.** It is agreed between the parties hereto that Tenant will not grant to any person, firm or corporation or permit any persons, firms or corporations to exercise any exclusive right for the use of the Airport for commercial flight operations, including air carrier transportation, rental of aircraft, conduct of charter flights, operation of flight schools, or carrying on of any other exclusive right forbidden by 49 United States Code, Section 40103(e). It is specifically agreed that nothing herein contained shall be construed as granting or authorizing the granting of any exclusive right within the meaning of such Section of said Federal Aviation Act.

**Section 5.4 No Discrimination.** In Tenant's use of, and operations in connection with, the Premises during the term of this Lease and any and all renewals thereof, Tenant agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, or

national origin. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Tenant agrees that in the sale of goods, or rendering of services to the public, it will sell or furnish such goods or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and that it will charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided, however, that Tenant may be allowed to make reasonable and non-discriminatory discounts, rates or price reductions to volume users or purchasers. Nothing herein is intended to infer or be construed as expanding the purposes for which Tenant may use the Premises.

**Section 5.5 Tenant's Responsibility.** Except as otherwise provided in this Ground Lease, Tenant's use and occupancy of the Premises shall be at its sole cost and expense.

**Section 5.6 Conduct of Business, etc.** Tenant shall (a) conduct its business and operate the Premises at all times in a reasonable, safe and reputable manner, (b) keep or cause to be kept the Premises and improvements thereon, including entry ways, signage, graphics, and exterior and interior portions of doors, windows and other glass and plate glass fixtures thereon, in a neat, clean, sanitary and attractive condition, and (c) not unreasonably interfere with, hinder or obstruct Landlord's operations or other Tenants of Landlord on adjacent or nearby property.

**Section 5.7 Hazardous Materials; Indemnity.** (a) Tenant shall conduct its business and shall cause all persons occupying all or any portion of the Premises and all of their respective agents, employees, contractors and invitees to act in such a manner as to (i) not release or permit the release of any Hazardous Material, and (ii) not create any nuisance or unreasonable interference with or disturbance of other tenants of the Project or Landlord in its management of the Project. "Hazardous Material" means any hazardous, explosive, radioactive or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state in which the Premises is located or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "pollutant" or "contaminant" under any Law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen. The foregoing is not intended to prohibit the proper use of fuel for the Helicopter operations otherwise in compliance with this Lease.

(b) In addition to any other indemnity contained in this Lease, Tenant hereby shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses and costs arising from or asserted in connection with: (i) Tenant's breach of any of the covenants set forth in this Section 5.7, and/or (ii) to the extent caused or allowed by Tenant, or any agent, employee, contractor, invitee or licensee of Tenant, the presence on, under, or the escape, seepage, leakage, spillage, discharge, emission, release from, onto or into the Premises, the building, the land surrounding, the atmosphere, or any watercourse, body of water or ground water, of any Hazardous Material. The undertaking and indemnification set forth in this Section

5.7 shall survive the termination of this Lease and shall continue to be the personal liability and obligation of Tenant.

**Section 5.8 Rules and Regulations.** Tenant shall comply with all rules and regulations issued by Landlord or by the Manager with the consent of the Landlord, including, but not limited to regulations concerning signage, parking, minimum standards of operation, architectural and aesthetic, security, safety, and operations. In addition, Tenant understands that Landlord receives funds from FAA administered financial assistance programs and is subject to various grant assurances ("Grant Assurances") in connection therewith. This Lease is subject to the Grant Assurance and any rules or regulation adopted by the Landlord requiring Tenant's compliance with requirements dictated by the Grant Assurances as applicable to Tenant or Tenant's operations at the Airport.

## ARTICLE VI

### Impositions

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

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

**Section 6.3 Right to Contest.** Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition unless such payment would operate as a bar to such contest or interfere materially with the prosecution thereof, in which event, notwithstanding the provisions of Section 6.1 hereof, Tenant may postpone or defer payment of such Imposition if neither the Premises nor any part thereof would by reason of such postponement or deferment be in danger of being forfeited or lost. Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings the

payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

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

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

## ARTICLE VII

### Insurance

**Section 7.1 Liability Insurance.** Tenant shall, in addition to any other insurance required to be maintained by Tenant under the provisions of this Article VII, beginning with the commencement of the Term, maintain standard contractual liability insurance covering Tenant's indemnification of Landlord as provided in Article 13 hereof with limits of not less than those provided for in Section 7.3 hereof.

**Section 7.2 Insurance; Hangar Keeper's Insurance Coverage.** Tenant shall keep the Premises, together with any alterations, additions or improvements thereon (including but not limited to the Crew Building thereon) and all fixtures, contents, personal property and equipment contained therein and belonging to Tenant or Tenant's sublessees insured during the Term against loss or damage by perils insured under extended coverage policy and any such other risks and casualties for which insurance is customarily provided for improvements of similar character in an amount not less than the greater of (a) eighty percent (80%) of the current full replacement value of such property or (b) the outstanding principal balance existing from time to time of any indebtedness secured by a lien upon the Tenant's leasehold interest in the Premises. In addition, Tenant shall maintain (i) Hangar Keeper's Liability Insurance with respect to any aircraft storage uses in such amounts as will adequately protect against loss or casualty to aircraft stored in any hangar, and (ii) property and casualty insurance coverage for the full value of property housed or stored at any time in or about the Premises and/or the UH T-Hangar. Tenant agrees that Landlord shall have no responsibility for loss of or damage to any property, including but not limited to, personal property or fixtures, kept at or about the Premises or UH T-Hangar whether owned by Tenant or any invitee or licensee of Tenant.

**Section 7.3 Public Liability Insurance.** Tenant shall maintain during the Term comprehensive general public liability insurance against claims for personal injury, bodily injury, death or property damage occurring on or in the Premises, with a combined single limit of not less than Five Million Dollars (\$5,000,000.00), or the equivalent thereof. Notwithstanding the foregoing and without regard to whether Tenant is financing any portion of the Premises, at no time shall the aforesaid limits be less than the minimum limits from time to time recommended by Landlord's insurance advisor.

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

**Section 7.5 Type of Policies.** All insurance provided for in this Article VII shall be affected under valid and enforceable policies issued by insurers rated at least "A" by Best's Rating Guide which are licensed to do business in the State of Ohio. If at any time the said Rating Guide shall cease to be published, there shall be substituted therefor the most similar rating guide then published. Insurer certified duplicates or originals of such policies bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord at Landlord's written request. Notwithstanding the forgoing provisions of this Section 7.5, in the event Tenant in the ordinary course of its business and having sufficient financial wherewithal regularly self-insures risks of the nature as would be covered by the policies of insurance required in this Article VII via self-insurance policies, Tenant may do so. Upon request by Landlord, Tenant shall provide reasonable substantiation of its capacity to self-insure.

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

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

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

## ARTICLE VIII

### Services to, and Repairs and Maintenance of, the Premises

**Section 8.1** **Landlord Obligations.** Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations, additions, or improvements in or to the Premises. Landlord shall use reasonable efforts to cause its Airport Manager to reasonably maintain common areas such as runways, common taxiways, access roadways, security gates and fencing, and equipment owned by the Landlord at the Airport necessary for aeronautical operations conducted at the Airport.

**Section 8.2** **Tenant Obligations.** Tenant shall furnish at its sole cost and expense all services and facilities and make any repairs or alterations, additions, or improvements on or to the Premises which are necessary to maintain the Premises in good condition and repair and in slightly condition, all in accordance with reasonable standards set by the Landlord and in accordance with applicable laws, rules and ordinances. Without limiting the foregoing, Tenant shall take good care of and make necessary repairs, structural or otherwise, to the Premises, and the buildings, fixtures, equipment and furnishings thereon, roadways and parking areas thereon, utility lines and the appurtenances thereto.

**Section 8.3** **Tenant's Neglect.** In the event that after thirty (30) days prior written notice Tenant refuses or neglects to make the repairs and perform the maintenance specified in Section 8.2 hereof, Landlord shall have the right, but shall not be obligated, to make such repairs and perform such maintenance on behalf of and for the account of Tenant. In the event that Landlord shall make such repairs and perform such maintenance, such work shall be paid for by Tenant at cost plus ten percent (10%) for Landlord's overhead and supervision.

**Section 8.4** **Triple Net Lease.** The parties intend that this Lease be a "triple net lease," meaning that Tenant shall pay all real estate taxes, all special assessments (if any), all insurance premiums, and without limitation each and every other cost and expense pertaining to Tenant's use and possession of the Premises and maintenance and repair thereof and all buildings or improvements thereon.

## ARTICLE IX

### Compliance with Laws

**Section 9.1** **Tenant's Covenant.** Tenant shall promptly comply with or shall cause each occupant of the Project and Premises to comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises or to the use or manner of use of the Premises or any part thereof.



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

## ARTICLE X

### Liens

**Section 10.1 No Liens.** Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Tenant, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Under no circumstances shall the interest of Landlord in and to the Premises be subject to liens for improvements made by Tenant or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligation of Tenant.

**Section 10.2 Discharge of Liens.** If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant shall with all due diligence cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

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

## ARTICLE XI

### Right to Perform Covenants

**Section 11.1 Landlord's Rights as to Insurance.** If Tenant shall at any time fail to pay for or maintain any of the insurance policies provided for in Article VII hereof or cause the same to be done, then Landlord, after thirty (30) days' prior written notice to Tenant and without waiving or

releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) pay for and maintain any of the insurance policies provided for in Article VII hereof. Tenant may, at its election, replace any such insurance so obtained by Landlord with substitute policies which satisfy the requirements of Article VII.

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

**Section 11.3 Tenant's Lack of Diligence.** If Tenant shall at any time fail to make any payment or perform with due diligence any other act on its part to be made or performed under the terms the Lease, Landlord, without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to) make any payment or perform any other act on Tenant's part to be made or performed.

**Section 11.4 Additional Rent.** All sums paid by Landlord pursuant to this Article XI and all costs and expenses incurred by Landlord in connection with the performance of any such act shall constitute additional Rent payable by Tenant under this Lease within ten (10) business days after demand.

## ARTICLE XII

### Entry on Property by Landlord

Landlord shall have the right to enter the Premises at all reasonable times. Except in the event of an emergency, Landlord shall endeavor to provide twenty-four (24) hour advance notice of entry.

## ARTICLE XIII

### Indemnification

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

## ARTICLE XIV

### Damage or Destruction

**Section 14.1 Substantial.** In the event of casualty to the Premises or Modular Building resulting in damage or destruction exceeding in the aggregate fifty percent (50%) of the then replacement cost thereof, Tenant shall have the option of (a) restoring, repairing, replacing, rebuilding or altering the Premises or Modular Building or (b) terminating this Lease by written notice to Landlord given within thirty (30) days after such damage or destruction accompanied by payment to Landlord of the Rent and other charges payable by Tenant under this Lease to the date of such termination.

**Section 14.2 No Rent Abatement.** Except as provided in Section 14.1 hereof, no damage to or destruction of the Premise, the Modular Building, or any part thereof by fire or other casualty shall terminate or permit Tenant to surrender this Lease, or shall relieve Tenant from its liability to pay the Rent and other charges payable under this Lease.

**Section 14.3 Restoration.** In case of the damage to or destruction of the Premises or any part thereof by fire or other casualty, subject to the rights of the mortgagee, if any, the rights of Landlord and Tenant to share in the proceeds, if any, of casualty insurance with respect to the Premises shall be as follows and in the following order of priority:

(a) If Tenant shall restore, repair, replace, or rebuild Premises and Modular Building as nearly as possible to their values, condition, and character immediately prior to such event, Tenant shall receive all of such proceeds.

(b) If Tenant shall terminate this Lease in accordance with the provisions of Section 14.1 hereof, there shall first be set aside for the benefit of Landlord an amount necessary to demolish or repair (in Landlord's discretion) any improvements made to the Premises including but not limited to the Modular Building, which have suffered casualty and, if not repaired, remove them from the land. Tenant shall next be entitled to receive any balance of such proceeds.

(c) Notwithstanding anything to the contrary, any shortfall in insurance proceeds necessary to accomplish the restoration, repair, replacement, rebuilding, or restoration under subsection (a) above or to demolish/remove or repair under subsection (b) above shall be due and payable by Tenant and Landlord shall have the same rights and remedies to recover sums from Tenant in the same manner as available for the recovery of unpaid Rent.

## ARTICLE XV

### Condemnation

**Section 15.1 Eminent Domain.** In the event that the Premises or any part thereof shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement

between Landlord and Tenant and those authorized to exercise such right, or shall incur a compensable injury under the eminent domain, the Landlord and Tenant and any person or entity having an interest in the Landlord's or Tenant's share of the award shall have the right to participate in any condemnation proceedings or agreement as aforesaid for the purpose of protecting their respective interests hereunder.

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

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

(a) Landlord shall be entitled to a sum equal to the then current fair market value of the land and the UH T-Hangar;

(b) Tenant shall be entitled to a sum equal to the then current fair market value of Tenant's leasehold estate created hereunder, plus improvements (excluding the UH T-Hangar but including the Modular Building if then owned by Tenant) not included in the market value of the land as in (a) above.

**Section 15.4 Restoration.** If any time during the Term title to less than the whole or substantially all of the Premises shall be taken as aforesaid, Tenant or its sublessees or successors, to the extent that condemnation proceeds, if any, shall be sufficient for the purpose, shall restore, repair, replace, rebuild or alter the Premises as nearly as possible to their value, condition and character immediately prior to such event and subject to the rights of the mortgagee, if any, all of the award or awards collected therefor shall first be applied and paid over toward the cost of such demolition, repair, and restoration. Any balance remaining after payment of such costs of demolition, repairs, and restoration shall be applied and paid over substantially in the same manner and subject to the same conditions as those provided in Section 15.3 hereof as such provisions related to the portion of the Premises so taken.

**Section 15.5 Reduction.** Except as herein otherwise specifically provided, if title to less than the whole or substantially all of the Premises shall be taken or injured as aforesaid, this Lease shall continue, and Tenant shall continue to pay the Rent and other charges herein reserved with

appropriate abatement based upon the portion of the Premises taken or rendered unusable by the taking.

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

## ARTICLE XVI

### Conditional Limitations - Default Provisions

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

(a) if default shall be made in the due and punctual payment of Rent when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after written notice thereof from Landlord to Tenant; or

(b) if default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing paragraph (a), and such default shall not be cured within a period of thirty (30) days after written notice thereof from Landlord to Tenant (except that in connection with a default under subparagraph (b) not susceptible of being cured with due diligence within forty-five (45) days, the time of Tenant within which to cure the same shall be extended for such time as may be necessary to cure the same with all due diligence, provided Tenant commences and proceeds diligently to cure the same within the aforesaid forty-five (45) day period and further provided that such period of time shall not be so extended as to subject Landlord to any criminal liability); and

(c) whether or not the same shall have been cured, if Tenant shall have defaulted upon any covenants, agreements, terms, or conditions contained in this Lease (including, but not limited to violations of Landlord's rules and regulations) on more than three (3) occasions in any five (5) year period;

then, and in case of such event under (a), (b) or (c) ("Events of Default"), Landlord at any time thereafter during the continuance of such event or Events of Default may give written notice to Tenant, specifying such event or Events of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice or that Landlord may at its election cure such default at Tenant's expense, which date shall be at least forty-five (45) days after the giving of such notice in case of any Event of Default; and upon the date specified in such notice, this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate.

**Section 16.2 Surrender of Premises.** Upon any expiration or termination of this Lease, pursuant to the provisions of Section 16.1 hereof, Tenant shall quietly and peacefully surrender the Premises to Landlord, and Landlord, upon or any time after such expiration or termination, may, without further notice, enter upon and re-enter the Premises and by summary proceeding, judgment or otherwise, and may have, hold and enjoy the Premises, and all buildings and improvements thereon, and the right to receive all rental income from the Premises. Notwithstanding the foregoing, in the event the Modular Building is not currently owned by Tenant or an affiliate of Tenant and not acquired by the Tenant or an affiliate of Tenant at the date of expiration or termination pursuant to the provisions of Section 16.1, the owner of the Modular Building will be permitted to promptly remove the Modular Building provided it repairs all damage to the remaining Premises, caps all utilities and restores the site to a level, properly soil compacted, buildable condition with sod, or seeded topsoil.

**Section 16.3 Reletting.** At any time or from time to time after expiration or termination pursuant to the provisions of Section 16.1 hereof, Landlord may rent the Premises or any part thereof not then being occupied by any of the above-referenced parties in the name of Landlord or otherwise for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive all rental income of and from the Premises.

**Section 16.4 Landlord's Recovery.** In the event of any such expiration or termination by reason of Tenant's default, whether or not the Premises or any part thereof shall have been relet, Tenant shall pay to Landlord and Landlord shall recover from Tenant, the Rent for the entire Term then in effect reduced, however, to present value using a three percent (3%) discount rate, and all other charges required to be paid by Tenant, together with all repossession costs, brokerage commissions, legal expenses (including reasonable attorneys' fees), and expenses of preparation for reletting. The Modular Building shall be addressed in the same manner as provided upon surrender under Section 16.1.

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

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

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

## ARTICLE XVII

### **Condition of Property; Quiet Enjoyment**

**Section 17.1 No Landlord Warranty.** Except as expressly provided in this Lease, Landlord hereby expressly disclaims any warranties of any nature, expressed or implied, as to the integrity or suitability of the Premises and any other warranties of any nature, expressed, implied or otherwise, except as expressly set forth in the Lease. **TENANT HEREBY ACCEPTS THE PREMISES IN "AS IS" CONDITION.** Tenant represents that it has made complete inspection of the Premises and that it has conclusively determined therefrom that the Premises is suitable for Tenant's intended use thereof.

**Section 17.2 Landlord Representations.** Landlord represents and warrants that it has the power and authority to enter into this Lease and to grant the tenancy hereby created. If and so long as Tenant pays the Rent and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall and may, peaceably and quietly have, hold, and enjoy the Premises without interference by Landlord or anyone claiming by, through or under Landlord, subject to all of the provisions of this Lease. Notwithstanding the foregoing, Tenant understands and acknowledges that there are tenants and uses of property adjacent to or near the Premises. Landlord shall have no liability for failing to regulate, enforce regulations against, or prevent interference from such uses and tenants.

## ARTICLE XVIII

### **Surrender of Premises**

**Section 18.1 Delivery of Possession.** Upon the expiration or termination of this Lease, Tenant shall immediately deliver to Landlord actual possession of the Premises, free and clear of any and all liens or encumbrances.

**Section 18.2 Removal of Buildings and Improvements.** Provided Tenant is not in default at the time of expiration or termination of this Lease, Tenant may, at its option and expense, remove Tenant's buildings and improvements; provided, however, the Modular Building must be removed unless Landlord consents otherwise. Removal of Tenant's buildings and improvements shall be concluded not later than the date of termination or expiration and the Premises must be restored to level, safe and clean condition, reseeded and with all utilities appropriately capped or otherwise secured, all in accordance with Landlord's reasonable specifications. Notwithstanding the foregoing, prior to removing the buildings and improvements, Tenant shall give Landlord thirty (30) days written notice of its intention to remove the buildings and improvements. Landlord may, at that time, contact the owner of the modular building Tenant leases from a third party, to discuss transferring the lease to Landlord or otherwise purchasing the modular building.

**Section 18.3 Non-Removal.** If Tenant has not removed the buildings and improvements in accordance with this Section, then Landlord may at its option, either exercise a right to assume ownership of the same or any part thereof, or may have the same or any part thereof removed and the Premises restored with the reasonable cost thereof due and payable by Tenant.

## ARTICLE XIX

### **Assignment of Tenant's Interest; Mortgages**

**Section 19.1 Transfers; Consent.** Tenant shall not, without the prior written consent of Landlord which shall not be unreasonably withheld, (i) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein or in the Premises or buildings or improvements thereon, whether directly, indirectly or by operation of law, (ii) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity other than a corporation whose stock is publicly traded, permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (A) a change in the current control of Tenant or (B) a transfer of ten percent (10%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity, (iv) sublet any portion of the Premises, (v) grant any license, concession, or other right of occupancy of any portion of the Premises, or (vi) permit the use of the Premises by any parties other than Tenant (each of the events listed in this Section 19.1 being a "Transfer"). If Tenant requests Landlord's consent to any Transfer, then concurrently with such request, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and the following information about the proposed transferee: name and address; information reasonably satisfactory to Landlord about the proposed transferee's business and business history; its proposed use of the Premises which must not deviate from the Lease; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold consent to any assignment or subletting of the Premises, provided that without intending to limit the reasons for withholding consent the parties agree that it shall be reasonable for Landlord to withhold any such consent if Landlord determines in good faith that (i) the proposed transferee is not of a reasonable financial standing or is not creditworthy, (ii) the proposed transferee is of a character or reputation which reasonably may be of concern to existing or prospective tenants at the Airport, (iii) in Landlord's judgment, the proposed transferee is of a character or engaged in a business which is not in keeping with the standards of Landlord for the Airport or which may create an unsuitable tenant mix at the Airport, or (iv) in Landlord's reasonable judgment, the proposed transferee would (a) create increased burdens upon the Airport facilities, (b) cause potential security problems or additional security concerns at the Airport, or (c) result in a material increase in Landlord's potential liabilities. Landlord may reasonably withhold its consent to all other Transfers in its reasonable discretion. Any Transfer made without Landlord's consent shall be void and at Landlord's election, shall constitute an Event of Default by Tenant. Tenant shall reimburse Landlord immediately upon request for all of its reasonable attorneys' and consultants' fees and costs incurred in connection with considering any request for consent to a Transfer, provided



Tenant's reimbursement obligation under this Section 19.1 shall not exceed one (1) month's rent for any single Transfer. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so.

**Section 19.2 Environmental Condition on Assignment.** As a condition to consideration of or consent to any Transfer, Landlord may require that Tenant demonstrate compliance with the provisions of Section 5.7. Such may include Tenant providing at its expense a Phase I Environmental Report (and Phase II Environmental Report, if recommended by the Phase I) demonstrating compliance to Landlord's satisfaction.

**Section 19.3 Mortgages.** [Intentionally Omitted]

## ARTICLE XX

### **Statements, Records, Accounts, and Audit**

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

## ARTICLE XXI

### **Notices**

All notices, demands, and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served personally, or by facsimile transmission, private overnight delivery service or if sent by United States certified mail, postage prepaid, addressed as hereinafter provided. All such notices, demands and requests mailed to Landlord shall be addressed to Landlord at Medina Municipal Airport, 2050 Medina

Road, Medina, Ohio 44256, ATTN: Airport Manager, or at such other address (and addressed to the attention of such officer or other person) as Landlord may from time to time designate by written notice to Tenant and any mortgagee. All such notices, demands and requests mailed to Tenant or any of them shall be addressed to Tenant at the Premises. All such notices, demands, and requests mailed to any mortgagee shall be addressed to such mortgagee at the address furnished to Landlord pursuant to the provisions of Section 19.3 hereof, or to such other address as such mortgagee may from time to time designate by written notice to Landlord.

## ARTICLE XXII

### Miscellaneous

**Section 22.1 Whole Agreement.** Anything in this Lease or otherwise to the contrary notwithstanding, this Lease shall constitute a lease agreement only between Landlord and Tenant and shall not constitute an agency, partnership, or joint venture, either express or implied.

**Section 22.2 Strict Performance.** No failure by either party to this Lease to insist upon the strict performance of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance or payment of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Lease to be performed or complied with by either party to this Lease, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by the other party to this Lease. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

**Section 22.3 Memorandum of Lease.** [Intentionally Omitted]

**Section 22.4 Entire Agreement.** This Lease contains the entire agreement and understanding among the parties hereto and shall be deemed to supersede and cancel all other agreements and understandings, written or oral, entered into prior to the date hereof, relating to the transactions herein contemplated.

**Section 22.5 Captions.** The captions of this Lease are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease.

**Section 22.6 Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 22.7 Governing Law.** This Lease and all the terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Ohio, exclusive of choice of law rules.

**Section 22.8** **Binding Effect.** The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and Tenant, and their respective successors and assigns, except as otherwise provided herein.

**Section 22.9** **Time.** Time is of the essence of this Lease, and of each Section hereof.

[The remainder of this page intentionally left blank]

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

**LANDLORD:  
CITY OF MEDINA, OHIO**

By: *D. Harwell*  
Print Name: Dennis Harwell  
Its: Mayer

STATE OF OHIO                     )  
  )SS:  
COUNTY OF Medina            )

The foregoing instrument was acknowledged before me this 23 day of October, 2024 by Dennis Harwell, the Mayer of **CITY OF MEDINA**, a municipal corporation, on behalf of same.

*Tracy Eckert*  
Notary Public



TRACY ECKERT  
Notary Public  
State of Ohio  
My Comm. Expires  
August 25, 2029

TENANT:  
UNIVERSITY HOSPITALS HEALTH  
SYSTEM, INC.

By: *Thomas A. Snowberger*  
Print Name: Thomas A. Snowberger  
Its: \_\_\_\_\_

STATE OF OHIO                    )  
  )SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2024 by Thomas Snowberger the tenant of UNIVERSITY HOSPITALS HEALTH SYSTEM, INC., an Ohio non-profit corporation, on behalf of the Ohio non-profit corporation.

Rosemary Marotta Pratt  
Notary Public



ROSEMARY MAROTTA PRATT  
Notary Public  
State of Ohio  
My Comm. Expires  
March 8, 2025

S. L. Scott Esposito  
Digitally signed by S. L. Scott Esposito  
Date: 2024.11.08 10:26:07 -05'00'

EXHIBIT "A"

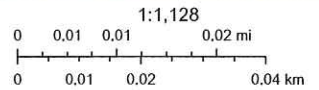
EXHIBIT A TO UNIVERSITY HOSPITALS HEALTH SYSTEM, INC. GROUND LEASE  
ArcGIS Web Map



9/5/2023, 11:08:44 AM

Parcel Number (Label)

 Medina Parcels



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Medina County Auditor's Office  
Medina County Auditor's Office, ESRI