

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement dated March _____, 2005, is made by and between the City of Columbus (the "Lessor"), a municipal corporation, and the State of Ohio, acting by and through the Ohio Cultural Facilities Commission (formerly known as the Ohio Arts and Sports Facilities Commission), a body both corporate and politic, an agency of state government and an instrumentality of the State (the "Commission or Lessee").

WHEREAS, the Lessor and the Lessee entered into a Lease Agreement dated September 29, 1995 (the "Lease Agreement"); and

WHEREAS, the Lessor and the Lessee wish to make certain changes to that Lease Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 4 Paragraph (a) of the Lease Agreement is amended as follows:

¶4(a) Use of Premises; Quiet Enjoyment: a) Subject to the provisions of paragraph 13 respecting contests and paragraph 22 respecting restrictions, Lessee hereby agrees that it will not occupy or permit the Premises or the Lessee Improvements to be occupied for other than legal purposes or in a manner which would violate any applicable federal, state, or local law, rule or regulation or any use restriction set forth in the deed of the Premises to the City of Columbus. Lessor and Lessee agree that a museum or center of science and industry and ancillary parking facilities, consistent with the requirements of the Ordinance shall be constructed on the Premises and operated for the mutual benefit of the citizens of the City of Columbus and the State of Ohio as herein provided, however, other uses meeting the definition of an Ohio cultural facility under Chapter 3383 of the Ohio Revised Code may be permitted if consented to in writing by the Mayor of the City of Columbus or his designee, which consent shall not be unreasonably withheld or delayed. ~~and no other use of the Premises is permitted unless approved by ordinance of the Council of the City of Columbus.~~

2. Section 9 Paragraph (c) of the Lease Agreement is amended as follows:

¶9(c) Lessee shall have the right, but not the obligation, from time to time to make such other and further ~~additions~~ improvements or alterations to the Premises or to replace the Leasehold Improvements or any part thereof with such other structure or structures as Lessee may deem desirable, ~~provided that no permanent improvements or alterations shall be made to the Premises~~ without Lessor's approval if such improvements or alterations are non-structural or if structural are made at a cost of less than \$50,000.00. Any other improvements or alterations shall require the prior written approval of the Lessor's Mayor, which approval shall not be unreasonably withheld or delayed.

3. New Section 17 Paragraph (c) of the Lease Agreement is added as follows:

(c) With the exception of the sublease set forth in Section 17 paragraph (b), Lessee may not sublet the Premises, or grant licenses without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

4. Section 19 of the Lease Agreement is as amended as follows:

¶19 Termination: This Lease may be terminated by Lessee upon ~~ninety (90) days~~ written notice to Lessor given at any time after (i) the expiration, cancellation or termination of the Management Agreement or any management agreement entered into with another operator pursuant to paragraph 12; (ii) enactment of any statutory measure which divests the Lessee of the authority to operate or manage the Premises without transferring contemporaneously the rights and responsibilities of the Lessee to another State agency; (iii) the retirement of the Obligations if the Lessee finds and determines that the State purposes (to provide for the development, performance and presentation of culture) in connection with the Center have been fulfilled.

5. Throughout the Lease Agreement wherever "Ohio Arts and Sports Facilities Commission" appears substitute "Ohio Cultural Facilities Commission." Throughout the Lease Agreement wherever "arts facility," "arts project," "arts," or "Ohio arts facility" appears substitute "cultural facility," "cultural project," "culture," or "Ohio cultural facility," respectively.

6. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Agreement on the year and day first written above.

CITY OF COLUMBUS, OHIO

STATE OF OHIO, acting by and through
the Ohio Cultural Facilities Commission

By: Michael B. Coleman, Mayor
Pursuant to Ordinance No. _____-2005

By: Kathleen M. Fox
Executive Director

STATE OF OHIO
COUNTY OF FRANKLIN SS:

The foregoing First Amendment to Lease Agreement was acknowledged before me on _____ day of _____, 2005, by Michael B. Coleman, Mayor of Columbus, on behalf of the City of Columbus.

(seal)

Notary Public

STATE OF OHIO

COUNTY OF FRANKLIN SS:

The foregoing First Amendment to Lease Agreement was acknowledged before me on _____, 2005, by Kathleen M. Fox, Executive Director, on behalf of the Ohio Cultural Facilities Commission.

(seal)

Notary Public

APPROVED AS TO FORM:

JIM PETRO
ATTORNEY GENERAL, STATE OF OHIO

By: _____
Lori Payne
Assistant Attorney General