

LEASE AGREEMENT

This Lease Agreement made and entered into by and between the CITY OF COLUMBUS, OHIO, 'Lessor', a municipal corporation, 90 West Broad Street, Columbus, Ohio 43215 and NATIONWIDE CHILDREN'S HOSPITAL, "Lessee", an Ohio non-profit corporation, f.k.a. The Children's Hospital, 700 Childrens Drive, Columbus, Ohio 43205.

WITNESSETH

That Lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the Lessee, does hereby lease to Lessee the following described real property, being approximately 0.0112 acres of land from road right of way conveyed to the City of Columbus in O.R. 32343, Pg. J08, (the "demised premises" or "premises"):

0.0112 Acres

(SEE LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT "A" AND MADE A PART HEREOF)

WHEREAS, the City of Columbus and Nationwide Children's Hospital desire to set forth herein their mutual rights and obligations in regard to the leasing of the demised "premises";

Now, therefore, in consideration of the mutual covenants and obligations contained herein, the Lessor and the Lessee do agree as follows:

ARTICLE 1. TERM

This agreement shall be effective for a period of Ten (10) years commencing on [November 1, 2008?] and ending on [October 31, 2018?].

ARTICLE 2. RENT

The rent shall be \$150.00 per year. Upon execution of this lease the Lessee shall pay, in advance, the non-refundable (except as provided in Article 13) rent in the amount of \$150.00 for the first year of the term of this lease. The Lessee shall pay the non-refundable (except as provided in Article 13) rent for each subsequent year of the term of this lease on or before [November 1?] of each year hereafter. Each payment of rent shall be made at the office of the Lessor, City of Columbus, Public Service Department, Transportation Division, 109 North Front Street, 1st Floor-Fiscal, Columbus, Ohio 43215, and deposited in the Street Construction Maintenance Repair Fund, Fund #265, or at such other place as Lessor may hereinafter direct. Lessee hereby covenants and agrees to pay all the foregoing rents. Total rent to be paid over the initial term of the lease shall be One Thousand Five Hundred Dollars (\$1,500.00).

ARTICLE 3. USE AND CONTROL

The Lessee shall not rent to users or allow the demised "premises" to be used for any purpose other than for placement, replacement, operation, maintenance and repair of a sign (the

“Sign”), identifying the adjacent property known as 6499 East Broad Street, Columbus, Ohio (the “Adjacent Property”), a portion of which is leased to the Lessee, and the occupants of the Adjacent Property, and related landscaping, (the “Sign”), provided that any Sign shall be constructed, maintained, repaired and otherwise utilized in accordance with the terms and conditions as stated in this Agreement. The Lessee shall not enter into any lease, sublease or agreement transferring to any other entity or person the control or supervision of the “premises” without first obtaining written authorization from the Lessor, provided that this sentence shall not prohibit Lessee from entering into agreements permitting the owner and other occupants of the Adjacent Property from placing their sign panels on the Sign so long as those agreements provide that Lessee retains control and supervision of the Sign and so long as Lessor is not responsible for such sign panels or any costs associated therewith.

ARTICLE 4. UTILITIES

Lessee is responsible for payment for all utility services utilized by the “premises” during the term of this Lease, including, but not limited to, water, sewer, gas, electric, and telephone service.

ARTICLE 5. RELIGIOUS USE

The “premises” shall not be used for sectarian instruction or religious worship.

ARTICLE 6. ENCUMBRANCES, TAXES AND ASSESSMENTS

The Lessee will not voluntarily create, cause, or allow to be created any debt, lien, mortgage, charge, or encumbrance against the “premises”. Lessee shall pay to the appropriate authorities all real estate taxes, assessments, or other charges (if any) levied against the leased “premises” by any public authority for any period of time during which the “premises” is leased to the Lessee or any real estate taxes associated and/or relating in any manner to the “premises” and its use for the Sign, whether levied against property owned by Lessor or the “premises” leased to the Lessee.

ARTICLE 7. MAINTENANCE AN OPERATION

At all times during the term of this Lease, the Lessee will keep the “premises” and the Sign in safe condition and repair and will comply with any laws, ordinances, codes, and regulations applicable to the occupancy, maintenance and operation thereof. The Sign shall be designed, constructed and erected, and Lessee shall perform all maintenance and repairs on the Sign, as if the “premises” were part of the same tax parcel, and owned by the same owner, as the Adjacent Property and zoned in the same zoning district as the Adjacent Property, except for compliance with the setback requirement of fifteen (15) feet. For the purposes of assuring compliance with the immediately preceding sentence, prior to erection of the Sign, the Lessee shall submit the plans therefor to the Lessor and obtain the Lessor’s approval thereof, which approval shall not be withheld if such plans are in compliance with the requirements of the immediately preceding sentence and shall not be unreasonably delayed. The Lessee shall not permit, commit or suffer waste or impairment of the “premises” or any part thereof. The Lessee shall be completely and solely responsible for the maintenance of the “premises.”

ARTICLE 8. INSPECTION OF "PREMISES"

The Lessor reserves the right, upon reasonable notice to Lessee, to enter the "premises" at all reasonable times to conduct inspections of the "premises" for the purposes of ascertaining that the Lessee is complying with all terms hereof.

ARTICLE 9. OPTION TO RENEW

Lessee, subject to approval of Lessor, may renew this lease for five (5) successive one (1) year terms. In order to exercise this option, Lessee shall give Lessor written notice of its intent to renew no less than thirty (30) days prior to the expiration of this lease agreement and any subsequent renewals hereof.

ARTICLE 10. LIABILITY

The Lessee hereby agrees to fully indemnify and save harmless, the City of Columbus, Ohio from any and all expenses, losses, injury, suits, claims, action or liability of any kind, whatsoever, brought against, or incurred by the City of Columbus, Ohio as a result of the Lessee's use, maintenance, or operation of the "premises".

ARTICLE 11. IMPROVEMENTS TO "PREMISES"

Lessee shall not make any improvements to the subject "premises" except those necessary to the use of said premises for constructing, replacing, operating, maintaining and repairing the Sign and landscaping.

ARTICLE 12. DEFAULT

If the Lessee violates any provision(s) of this agreement for any reason and such violation shall not be cured or remedied within thirty (30) days after notice thereof is given by the Lessor, the said violation will constitute a default under this agreement; provided, however, that a violation which cannot reasonably be cured or remedied within said 30-day period shall not constitute a default under this agreement unless and until the Lessee fails to commence the action necessary to cure or remedy such violation within thirty (30) days after notice such violation is given by Lessor or fails to diligently pursue such action to completion.

In the event of default, Lessor, at its sole option, may deem this lease agreement terminated immediately upon expiration of the thirty (30) day time period that Lessee has to cure or remedy such default. Such right of termination shall be in addition to Lessor's other remedies and rights.

Upon the occurrence of such a default under this agreement and each and every subsequent such default, the Lessor shall have the right to institute any proceeding, action, or suit, in equity or at law, as it deems appropriate, and/or terminate this lease agreement.

ARTICLE 13. TERMINATION

This agreement may, at any time during the term of this lease or any renewal hereof, be terminated without cause or justification by either party by giving sixty (60) days written notice to the other party. Except for termination by default, if either party should terminate this lease agreement and Lessee vacates said property, including removal of the Sign and restoration as stated in Article 14, then in that event the pre-paid rent for that one (1) year term shall be prorated on a monthly basis and Lessee shall be refunded the unused portion of rent rounded up to the next whole month following Lessee's vacation and restoration of the premises.

ARTICLE 14. REMOVAL OF SIGN AND APPURTENANTS-RESTORATION

Upon the termination of this lease, regardless of when or how termination occurs, the Lessee shall cause restoration of the "premises" to its former condition and grade after removing at its own costs the Sign. Restoration shall include, but is not limited to, removal of the Sign, pavement, blacktop (except for any pavement or blacktop which is part of a driveway providing access to the Adjacent Property), fencing and all other unnatural improvements and/or fixtures and reseeding.

ARTICLE 15. NOTICES

Wherever in this Lease it shall be required or permitted that notice or demand shall be given or served by either party to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing, and forwarded by certified or registered mail to the parties as addressed below:

LESSEE

Nationwide Children's Hospital
700 Childrens Drive
Columbus, Ohio 43205
Attention: General Counsel

LESSOR

City of Columbus, Ohio
Public Service Department
Transportation Division
109 North Front Street, 1st Flr. Fiscal
Columbus, Ohio 43215

with copies to:

Chief Real Estate Attorney
Real Estate Division
Department of Law
109 North Front Street
Columbus, Ohio 43215

ARTICLE 16. ENTIRE AGREEMENT

This lease contains the entire agreement between the parties, and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by both parties hereto.

The Lessee, Nationwide Children's Hospital, by its duly authorized officer has caused this Lease Agreement to be subscribed this ____ day of _____, 2008.

NATIONWIDE CHILDREN'S HOSPITAL
an Ohio non-profit corporation, LESSEE:

By: _____
Print Name: _____
Title: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by _____, the _____ of Nationwide Children's Hospital, an Ohio non-profit corporation, on behalf of said corporation

Notary Public

The Lessor, City of Columbus, Ohio by Mark Kelsey, Director, Department of Public Service, as authorized by Columbus City Council Ordinance No. _____, has hereunto caused his name to be subscribed this ____ day of _____, 2008.

CITY OF COLUMBUS, OHIO
A municipal corporation, LESSOR:

Mark Kelsey, Director
Department of Public Service

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by Mark Kelsey, Director, Department of Public Service, on behalf of the City of Columbus, Ohio, a municipal corporation.

Notary Public

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: **David E. Peterson Final 10.16.08**
Real Estate Attorney
Real Estate Division
For: **Division of Public Service**
Rick Garrabrant – Chris Presutti – John Klein

DESCRIPTION OF LEASE BOUNDARY

Situated in the State of Ohio, County of Franklin, City of Columbus, Quarter Township 3, Township 1, Range 16, United States Military Lands and being within the City of Columbus right of way conveyed in Official Record 32343 page J08, and being more particularly described as follows:

Commencing for reference at a $\frac{3}{4}$ " iron pipe found at the northeast corner of a 5.115 acre tract conveyed to Eastglen Land LLC of record in Instrument Number 200503030038472, thence along the south right of way line of East Broad Street also being the north property line of said Eastglen tract, and the north property line of Eastglen Medical LLC as recorded in Instrument Number 200408130189451, South $78^{\circ}50'48''$ West a distance of 162.91 feet to a point being the true point of beginning for the parcel hereon conveyed;

Thence continuing along said southerly right of way line and property line, South $78^{\circ}50'48''$ West a distance of 25.00 feet to a point;

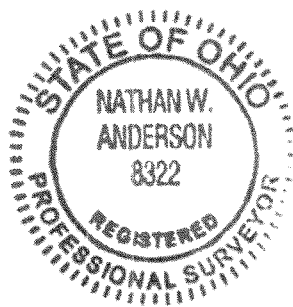
Thence North $11^{\circ}09'12''$ West a distance of 20.00 feet to a point;

Thence North $78^{\circ}50'48''$ East a distance of 25.00 feet to a point;

Thence South $11^{\circ}09'12''$ East, a distance of 20.00 feet to the true point of beginning and containing 0.0112 acres, more or less;

The basis of bearings being the north line of said Eastglen tract as noted in Instrument Number 200503030038472.



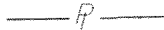

The above description was prepared by Korda/Nemeth Engineering, Inc. under the direction and supervision of Nathan W. Anderson, Ohio Registered Surveyor No. 8322.



Nathan W. Anderson 07/09/2008

Nathan W. Anderson
Registered Surveyor No. 8322

LEGEND

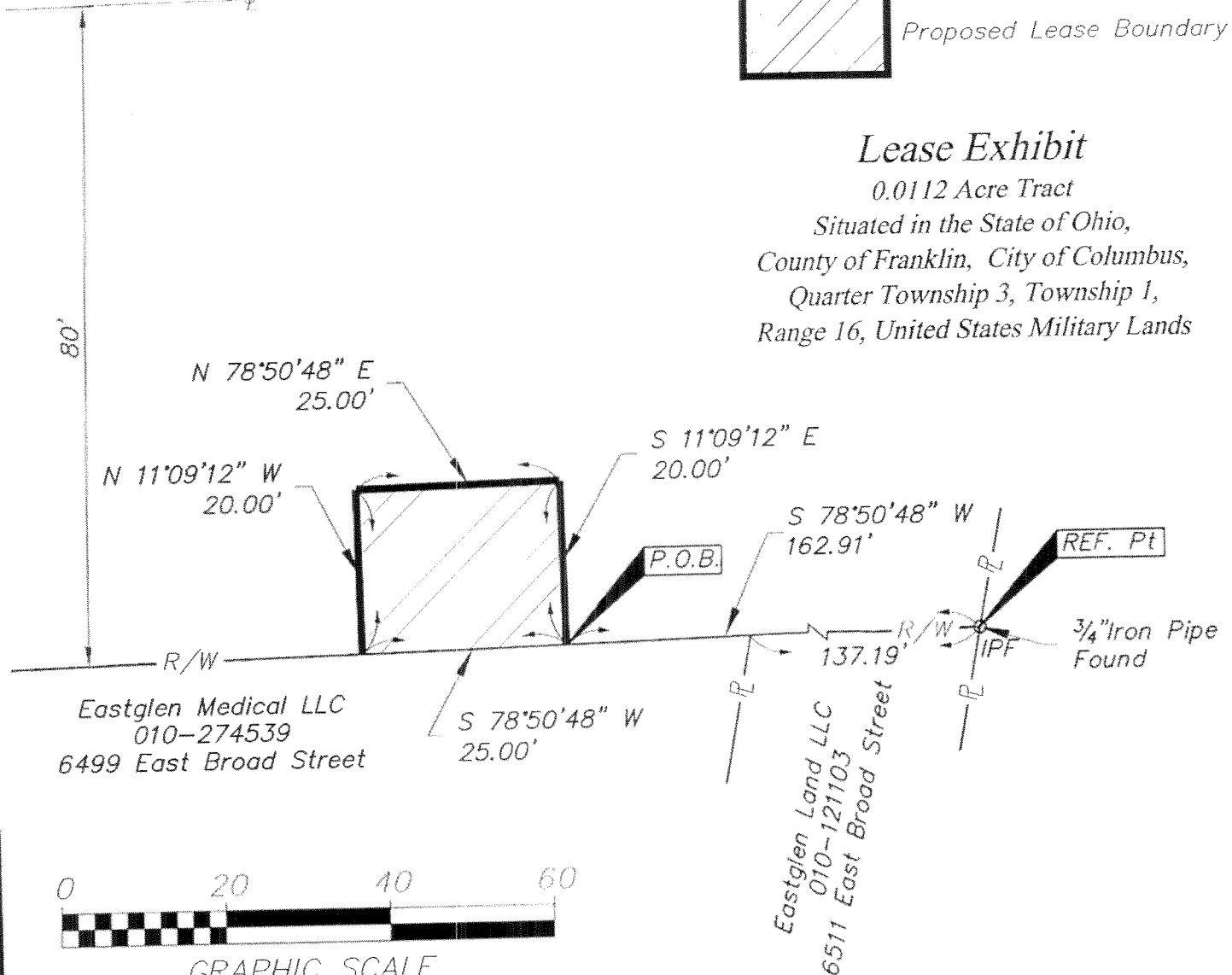
-  IPF Iron Pin Found
-  R/W Right of Way
-  PL Property Line
-  Proposed Lease Boundary

East Broad Street

Lease Exhibit

0.0112 Acre Tract

Situated in the State of Ohio,
County of Franklin, City of Columbus,
Quarter Township 3, Township 1,
Range 16, United States Military Lands



GRAPHIC SCALE
SCALE IN FEET

1" = 20'



We hereby certify that this drawing is representative of a true and accurate survey based on field and record observations made by Korda/Nemeth Engineering, Inc.

Nathan W. Anderson

Nathan W. Anderson
Registered Surveyor No. 8322

07/09/2008

Date



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