

## **TEMPORARY USE LICENSE AGREEMENT**

This Temporary Use License Agreement (the "**Agreement**"), dated this \_\_\_\_ day of July, 2011, by and between Investors Warranty of America, Inc. (the "**Licensor**") and City of Gahanna (the "**Licensee**").

### **1. GRANT OF LICENSE.**

Licensor hereby allows Licensee to use the premises located at 1600 Eastgate Parkway, Gahanna, Ohio (the "**Building**"), consisting of approximately 308,000 square feet (the "**Premises**"), on the terms set forth herein. The Premises are depicted on **Exhibit "A"**, attached hereto. As consideration for use of the Premises, Licensee shall pay to Licensor, in advance and without offset, a license fee in the amount of \$0 per month. In the event Licensee holds over past the expiration or termination hereof, Licensee shall pay to Licensor \$0 per day of such hold-over period. Licensee shall use the Premises only for the following purpose: training of police, firemen and other emergency responders provided said use is allowed by applicable law.

### **2. TERM.**

The term of this Agreement shall commence on July 1, 2011, and shall continue on a month-to-month basis. Licensor and Licensee agree that this Agreement can be cancelled by either party, with or without cause, provided ten (10) days prior written notice is given to the other party.

### **3. DEPOSIT.**

Upon execution hereof, Licensee shall deposit with Licensor the sum of \$0.00 (the "**Deposit**") as security for the full performance of all the provisions of this Agreement. Licensor may, without waiver of default or other remedies, use all or part of the Deposit to clean the Premises, to repair damage to the Premises, or to compensate Licensor for a default by Licensee hereunder. The Deposit may be kept with Licensor's other funds and shall not bear interest.

### **4. USE OF PREMISES.**

4.1 The Premises shall be used only for the purposes specified above and for no other purpose. Licensee shall comply with all legal requirements affecting the Premises and its use. Licensee shall not:

- (a) do or permit anything to be done, nor bring or keep anything in or around the Premises, that will increase the risk of fire or other loss (including by way of example, bring flammables or explosives into the Premises or bringing fuel-powered machinery into the Premises);

- (b) do or permit anything to be done which may be a nuisance to neighboring properties;
- (c) store anything outside of the Building;
- (d) place any signs on or around the Building; or
- (e) commit or suffer any waste upon or about the Premises.

4.2 Licensee shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any (collectively "**Hazardous Materials**") flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws, regulations and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes (collectively "**Environmental Laws**"). Licensee shall protect, defend, indemnify and hold each and all of Licensors, Licensors' investment manager, and the trustees, board of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Licensee to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises and/or Building of any Hazardous Materials, or by reason of any actual or asserted failure of Licensee to keep, observe, or perform any provision of this paragraph.

4.3 Licensee is responsible for all of its agents and visitors and shall ensure that they do not do anything which Licensee is not allowed to do. Licensee shall faithfully observe and comply with all the rules and regulations which Licensors may promulgate from time to time regarding the use of the common areas of the Building.

## 5. UTILITIES.

Licensors shall be responsible for the cost of all utility service for the Premises that Licensee uses (if any).

## 6. ACCEPTANCE OF PREMISES.

By entry hereunder, Licensee acknowledges that it has examined the Premises and accepts the same "AS IS" and as being entirely satisfactory. Licensors has no obligation to alter the Premises.

## 7. ALTERATIONS, REPAIRS AND MAINTENANCE.

Licensee agrees not to make or permit any alterations to the Premises without the prior written consent of Licensors. Licensee shall maintain the Premises in its present condition and shall keep the same neat, clean and orderly at all times. Licensee shall repair any damage it causes, or in lieu of requiring repairs, Licensors shall have the right to perform such repairs itself, in which case all repair costs shall be payable by Licensee upon request. Upon termination of this Agreement, Licensee shall deliver the Premises to Licensors in the same condition as it existed upon commencement of this Agreement.

8. **INDEMNITY AND RELEASE; INSURANCE.**

8.1 Licensee shall defend, indemnify and hold harmless Licensors and its property manager and other agents (the "**Protected Parties**") from and against any and all claims (and all related liabilities, costs, and attorneys' fees) arising from:

- (a) Licensee's use of the Premises and/or Building or anything done, permitted, suffered or omitted by Licensee or any of its agents or visitors in or about the Premises and/or Building, and/or
- (b) any breach or default by Licensee hereunder.

As a material part of the consideration to Licensors, Licensee hereby assumes, except as to matters directly arising from the intentional or grossly negligent acts of Licensors or Licensors's agents or representatives all risk of damage to property or injury to persons in or about the Premises from any cause whatsoever and waives all claims, except as to matters directly arising from the intentional or grossly negligent acts of Licensors or Licensors's agents or representatives against Licensors and/or the other Protected Parties on account of the same.

8.2. During the term hereof, Licensee shall maintain in full force and effect Commercial General Liability insurance written on an occurrence basis with a minimum limit of \$1,000,000 per occurrence and \$5,000,000 general aggregate, naming Licensors and the other Protected Parties as additional insureds. Such insurance shall insure Licensee's indemnity obligations herein. In addition, Licensee shall insure all of its personal property (if any) at 100% of its full replacement value. All insurance shall contain a complete waiver of subrogation in favor of Licensors and the other Protected Parties. A certificate of all such insurance (including a prohibition against change or cancellation of coverage without 30 days prior notice to Licensors) shall be delivered to Licensors prior to Licensee entering the Premises. Any insurance maintained by Licensors will apply in excess of, and not contribute with, insurance provided by Licensee.

9. **ENTRY BY LICENSOR.**

Licensor and its agents shall have the right to enter the Premises for any business purpose, including to inspect the same or to make repairs or alterations to the Building or the Premises. Licensee shall not alter any lock or install a new or additional lock on any door of the Premises without the prior written consent of the Licensor.

**10. ASSIGNMENT AND SUBLICENSE.**

Licensee shall not:

- (a) assign this Agreement or any interest in this Agreement,
- (b) permit the use of the Premises by any person or persons other than Licensee, nor
- (c) sublicense all or any part of the Premises.

**11. DEFAULT BY LICENSEE.**

Time is of the essence hereof. Licensee shall be in default if Licensee fails to perform any obligation hereunder as and when due. In the event of such a default, Licensor shall have all rights and remedies allowed by law. In addition, Licensor shall have the right to terminate this Agreement and/or Licensee's right to use the Premises. Upon any such termination, Licensee shall immediately yield up possession of the Premises and Licensor may take any and all action, including changing the locks on the Premises and removing all of Licensee's possessions from the Premises, to enforce Licensee's obligations.

**12. ATTORNEY'S FEES.**

In the event of litigation to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorneys fees incurred at and in preparation for arbitration, trial, appeal and/or review, including costs and attorneys fees in federal bankruptcy proceedings.

**13. NOTICES.**

All notices to Licensee shall be in writing and shall be sufficiently given if sent by certified mail to the Premises or to the following address:

200 S. Hamilton Road  
Gahanna, OH 43230  
Attn: James Williams

**14. INTERPRETATION.**

14.1 This Agreement shall be governed by the law of the state where the Building is located. This Agreement contains the entire agreement of the parties. This Agreement can be amended, or any right or provision waived, only by written document signed by both parties.

14.2 All obligations, liabilities, indemnities, waivers and releases of Licensee hereunder, as well as the attorneys' fees provision hereof, shall survive the expiration or termination of this Agreement and/or of Licensee's right to use the Premises.

**15. LIMITATION AND LIABILITY.**

Redress for any claim against Licenser under this Agreement shall be limited to and enforceable only against and to the extent of Licenser's interest in the Building. The obligations of Licenser under this Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its investment manager, the general partners thereof, or any beneficiaries, stockholders, employees, or agents of Licenser or the investment manager.

IN WITNESS WHEREOF, Licenser and Licensee have executed this Agreement as of the date first written above. Individuals signing on behalf of a principal warrant that they have the authority to bind their principal. This Agreement is subject to acceptance by Licenser.

**LICENSOR:**

Investors Warranty of America, Inc.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSEE:**

City of Gahanna

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT "A"**

to Temporary Use License Agreement  
dated \_\_\_\_\_, 2011, between  
Investors Warranty of America, Inc. ("**Licensor**")  
and City of Gahanna ("**Licensee**") for Premises  
known as 1600 Eastgate Parkway, Gahanna, OH

## **PREMISES**

Exhibit "A" is intended only to show the general layout of the Premises as of the beginning of the term of this Agreement. It does not in any way supersede any of Licensor's rights with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate.