

LEASE AGREEMENT

This lease agreement is made January 29, 1997 between the City of Gahanna, ("Lessor") at 200 South Hamilton Road, Gahanna, Ohio and The Gahanna-Jefferson Chamber of Commerce, ("Lessee") at 82 North High Street, Gahanna, Ohio.

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property located at 94 North High Street, Gahanna, Ohio; and

WHEREAS, in order to accommodate Lessee's need for a building to conduct Gahanna-Jefferson Chamber of Commerce business and for the operation of a Gahanna Visitors Center, Lessor has agreed to permit the Gahanna-Jefferson Chamber of Commerce to remodel said building and locate their administrative offices in said building at Lessee's sole cost and expense; and

WHEREAS, Lessor and Lessee have agreed that the building shall become and remain the property of Lessor in exchange for Lessee's use of the Premises under the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth hereunder, Lessor hereby leases the Premises to Lessee on the following terms and conditions:

Statement of Agreement

§1. Grant of Lease; Term. Lessor hereby leases the Premises to Lessee for a term of 25 years, beginning January 29, 1997 and continuing through January 29, 2022.

§2. Use of Premises. Lessee shall use the Premises for the purpose of conducting Gahanna-Jefferson Chamber of Commerce business and activities and for the operation of a Gahanna Visitors Center. Lessor and Lessee agree that the Gahanna-Jefferson Chamber of Commerce shall remain the primary occupant of the building with no more than one-third of the building being subleased to other parties at any one time.

§3. Parking. In addition to the use of the building, Lessee shall have use of public parking on site on a first come first serve basis. Lessor reserves the right to regulate parking if necessary.

§4. Rent; Utilities; and Taxes. Lessee agrees to pay Lessor \$1 per year for their use and enjoyment of said building. However, Lessee shall be responsible for the payment of all expenses incurred in connection with utility services (gas, water, sewer, and electricity), real estate taxes, cleaning, and janitorial services and supplies on said premises. Lessee shall provide utility service to the Premises, including without limitation heat, electricity, and water and shall maintain and keep such equipment in good service and repair.

§5. Condition and Care of Premises. Lessee shall keep the Premises in good and clean condition, reasonable wear and tear excepted. Lessee shall be responsible for interior and exterior maintenance and repair of the Premises.

§6. Liability to Third Parties. As between Lessor and Lessee, Lessee shall be responsible for any and all loss, injury, damage, or liability to third parties or their property resulting from (i) any act or omission by Lessee or any agent, invitee, or licensee of Lessee; (ii) any failure by Lessee to perform or observe any agreement or condition to be performed or observed by it under this lease; or (iii) otherwise arising out of Lessee's use or occupancy of the Premises. To the extent permitted by law, Lessee shall indemnify and save harmless Lessor against and from any such loss, injury, damage, or liability and shall assume and bear the burden of all costs (including reasonable attorneys' fees) of defending against any and all litigated or unlitigated claims made against Lessor.

As between Lessor and Lessee, Lessor shall be responsible for any and all loss, injury, damage, or liability to third parties or their property resulting from (i) any act or omission by Lessor or any agent, invitee or licensee of Lessor or (ii) any failure by Lessor to perform or observe any agreement or condition to be performed or observed by it under this lease. To the extent permitted by law, Lessor shall indemnify and save harmless Lessee against and from any such loss, injury, damage, or liability and shall assume and bear the burden of all costs (including reasonable attorneys' fees) of defending against any and all litigated or unlitigated claims made against Lessee.

§7. Insurance. Throughout the term of this lease, Lessee shall maintain fire and extended coverage insurance upon the Premises. Lessee shall provide Lessor with a copy of the insurance policy declaration page upon renewal each year throughout the term of this lease. Furthermore, Lessee shall name the Lessor an assignee of the insurance policy.

§8. Untenantability. If the Premises are damaged or destroyed during the term of this lease so that they become untenantable in whole or in part, by reason of casualty, Lessee shall, subject to the receipt of insurance proceeds sufficient for such propose, commence, and diligently repair and restore the Premises to the same or better condition as it was prior to the damage or destruction. For purposes of this section, if all or a portion of the Premises are so damaged or destroyed that the remaining portion of the Premises is not reasonably adequate for Lessee's use until restored, then all charges hereunder shall abate until the Premises have been so restored. In the event that the Premises are so damaged or destroyed that they cannot be restored to Lessee's reasonable satisfaction, Lessee may terminate this lease and all obligations of Lessee shall cease.

§9. Default. In the event that Lessee fails to comply with any of the obligations herein, Lessee shall be in default under this lease. Lessee shall have 30 days after written notice by Lessor to cure such default. Should Lessee fail to cure such default within the specified time frame, Lessor has the option to (i) continue this lease notwithstanding the default by Lessee or (ii) terminate this lease, in which case Lessee shall immediately surrender the Premises to Lessor.

§10. Successors and Assigns. All terms, conditions and covenants of this lease shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

§11. Quiet Enjoyment. If Lessee keeps and performs the covenants required by this lease, according to the provisions and conditions hereof, Lessee shall peaceably and quietly hold, occupy and enjoy the Premises during the term hereof without any hindrance or molestation.

§12. Assignment and Subletting. Lessee shall not assign this lease or sublease all or any of the Premises without the prior written consent of Lessor.

§13. Notices. Any notice, exercise of option or demand required or desired to be given to either party shall be in writing and shall be deemed given when deposited in the United State mail, first-class postage prepaid, addressed to that party at the addresses provided to each other upon execution of this lease.

§14. Complete Agreement. This lease agreement constitutes the entire agreement between the parties and there are no representations, oral or written, which have not been incorporated herein. Any additional rights or privileges incident to this lease agreement shall be set forth with an effective date-typed addendum attached hereto. Upon approval by duly authorized representatives of both Lessor and Lessee, such addendum shall become part of this lease agreement as if fully rewritten herein.

IN WITNESS WHEREOF, the Lessor and Lessee, through their duly authorized representatives, have executed this lease on the date first written above.

Signed and acknowledged
in the presence of:

THE CITY OF GAHANNA

Valerie L. Hars
Print Name: Valerie L. Hars

Patricia S. Froman
Print Name: Patricia S. Froman

By James F. McGregor
Mayor James F. McGregor

GAHANNA-JEFFERSON CHAMBER OF
COMMERCE

By Michael O'Brien
Mike O'Brien, President

Robert D. Sanders
Print Name: ROBERT D. SANDERS
Andrew J. Gast
Print Name: ANDREW J. GAST
NOTARY PUBLIC - STATE OF OHIO
COMMISSION EXPIRES 1-31-99

Approved as to form:

Thomas L. Weber
Thomas L. Weber, City Attorney

STATE OF OHIO
COUNTY OF FRANKLIN

This document was acknowledged before me on January 13, 1997 by James F. McGregor, Mayor of the City of Gahanna, on behalf of the City.

Karen J. Woodward
Notary Public

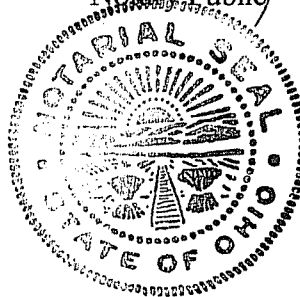


KAREN J. WOODWARD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 9, 2001

STATE OF OHIO
COUNTY OF FRANKLIN

This document was acknowledged before me on February 4, 1997 by Mike O'Brien, President of the Gahanna-Jefferson Chamber of Commerce, on behalf of the Chamber.

Pat Riedel Dickey
Notary Public



PAT RIEDEL DICKEY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-11-97