LEASE

THIS LEASE, made the 1st day of May, 2010, between 33 West First Partners, Ltd., an Ohio Limited Liability Company, having its principal office in Dayton, Ohio, hereinafter called the "Landlord" and The United Way of the Greater Dayton Area, having its principal office in Dayton, Ohio, hereinafter called the "Tenant."

Paragraph 1. PREMISES. The Landlord hereby leases to the Tenant; and the Tenant hereby hires and takes from the Landlord the following described premises which are graphically depicted on Exhibit C hereto (hereinafter called the "Premises"), being 15,300 square feet located on the fifth floor of the building located at 33 West First Street, Dayton, Ohio 45402 (the "Building"). The Premises shall be made available to Tenant on the commencement date of the term. The Premises shall include the non-exclusive right of access to and the use of the elevators, stairwells, hallways, restrooms and other common areas of the Building and the land on which the Building is located.

Paragraph 2. USE. The Tenant may use and occupy the Premises solely for a commercial business office and for no other purpose. Landlord represents that the use of the Premises for a commercial business office is a permitted use under current zoning, that the roof, mechanical systems, fire suppression system and similar elements of the Building and Premises are or will be in operable condition as of the commencement date, and that the Premises will be in compliance with all City of Dayton/Montgomery County permitting and inspection requirements. Landlord, at its sole cost, shall obtain all governmental licenses and permits required by the laws for the Tenant's permitted use.

Paragraph 3. RESTRICTIONS ON USE. (a) The Tenant shall not use the Premises or permit the Premises to be used in any manner which: (i) violates any current or future law, including any certificate of occupancy or any covenant, condition or restriction affecting the Building, the land thereunder or the Premises; (ii) causes or is reasonably likely to cause damage to the Building or the Premises; (iii) violates a requirement or condition of any insurance policy covering the Building and/or the Premises, or increases the cost of such policy; (iv) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other Tenants or occupants of the Building or interferes with the use and occupancy of any portion of the Building for other Tenants or occupants; (v) impairs or is reasonably likely to impair the property maintenance, operation or repair of the Building or its equipment, facilities or systems; (vi) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities located on, in and about the Building; or (vii) violates the Rules and Regulations described in Exhibit A. Nothing contained herein shall be construed to require Tenant to correct any conditions or violations of law that exist in the Premises or the Building on the date Tenant takes occupancy.

(b) The Tenant shall not use or permit the use of the Premises for governmental or quasi-governmental functions; any type of political or quasi-political organization or function; any manner of political activity; retail banking; food service, or a medical or dental practice.

Paragraph 4. TERM. The term of this Lease (herein called the "term") shall be for a period of five (5) years to commence on May 1, 2010, and to end on April 30, 2015, unless extended as provided in Exhibit B, attached hereto. Any such extension period shall be a part of the term.

Paragraph 5. RENT. (a) The Tenant shall pay the annual rent (herein called the "rent") in accordance with the Exhibit D attached payable in monthly installments, in advance, each on the first day of every calendar month during the term; except the rent for the first month of the term which is due upon signing. The last monthly installment payment shall include rent for the last calendar month plus rent for the remaining days to the end of the term. Rent for any period of less than one month shall equal 1/30 of the monthly rent for each day of such period.

(b) The Tenant will pay the rent and additional rent without deduction, set off or demand to 33 West First Partners, Ltd. ATTN.: Property Manager, 33 West First Street; Dayton, Ohio, 45402, or to such other person or at such other place as the Landlord may designate in writing. Checks for the payment of rent and additional rent shall be made payable to 33 West First Partners, Ltd. No payment by the Tenant or receipt by the Landlord of a lesser amount than the correct amount of rent or additional rent due hereunder shall be deemed to be other than a payment on account; nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction. The Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance or pursue any other remedy provided in this Lease or at law or in equity.

Paragraph 6. PARKING. (a) So long as Tenant remains a tenant in the Building and is not in default of the provisions of this Lease, Landlord grants Tenant the license (without payment of additional rent or parking charges) to use, in conjunction with other contractors and the public, a portion of the of adjacent garage structure owned by Landlord or an affiliate (the "Garage") consisting of thirty-five (35) unreserved parking spaces located on the 4th and 5th floor of the parking Garage during the normal business hours of the Garage. This license is not transferrable and may not be assigned without prior written consent of the Landlord. Tenant understands and expressly agrees that the Landlord will not accept a vehicle in bailment or for safekeeping; nor shall the Landlord be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other tenants or any other individual personal injury of any nature. If Tenant, or its employees, guests or agents, damages any personal property in the Garage, or damages the Garage equipment, in addition to any liability Tenant may have for any claims, losses or costs arising out of such damage, the Landlord may terminate the license immediately as to the employee or agent.

Provided however, if Landlord or an affiliate of Landlord ceases to operate the Garage, then Tenant's rights as to the Garage shall cease, and Landlord at its expense shall provide thirty-five (35) comparable spaces at another location within a reasonable distance of the Building ("Comparable Parking").

(b) If the (1) Garage or any portion thereof shall be destroyed or damaged by fire or other calamity or order of a government authority at the Federal, State, or local levels, so as to prevent the use of the Garage for the purposes and during the periods specified in this Agreement, or (2) if the use of the Garage by Tenant shall be prevented by acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; material or labor restriction by any governmental authority, civil riot, flood, drought or any other cause beyond the reasonable control of the Landlord, then this license shall terminate upon five (5) days written notice, if practicable, to the other party that an event of "Force Majeure" has occurred and prevented performance by the party experiencing such event. In the event of termination of the license under this Paragraph 6(b), the Landlord shall not be liable or responsible to the Tenant for any damages caused thereby and Tenant waives all claims against the Landlord, its officials, employees and agents, for damages sustained by reason of such termination. In such event, Landlord at its expense shall provide Comparable Parking for any spaces that are unusable.

(c) The Landlord reserves the right to eject or cause to be ejected from the Garage any person engaging in or conducting him/herself in a manner disruptive, abusive or offensive to other patrons at or in the Garage. Neither the Landlord, not any of its officers, agents or employees shall be liable to Tenant for any damages that may be sustained by Tenant through the Landlord's or its agent's exercise of this right.

(d) Landlord agrees to keep the Garage in good condition and repair, and in a clean and sanitary condition, during the term of this Lease. The Landlord reserves the right to close the Garage for repairs and maintenance and Landlord at its expense shall provide comparable parking for any spaces that are unusable. When closing the Garage for repairs and maintenance, the Landlord will seek to avoid any inconvenience to tenants.

(e) The parties agree that Landlord or its agents shall have the right, without further notice to Tenant or the Tenant's employees, agents or guests, to have towed any vehicle that is parking in the Garage illegally or in violation of posted signs.

Paragraph 7. CARE OF PREMISES. (a) Without limiting its obligations to provide the services set forth in Paragraph 11, Landlord shall, throughout of the Term of this Lease, perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair (i) the roof and all structural elements and portions of the Premises and Building, including structural floors, walls and foundations, (ii) all exterior elements and portions of the Building, (iii) any sidewalks, drives, loading areas, landscaping and other exterior improvements on the land on which the Building is location, (iv) the common areas of the Building and any common utility lines, pipes, conduits, equipment and systems that serve the Premises or the Building, and (v) all heating, air conditioning, electrical, plumbing and other systems and equipment serving the Premises and the Building; subject, however, to ordinary wear and tear and damage due to fire or other casualty and provided that Tenant shall maintain any electrical, computer wiring, telephone, or other systems installed by Tenant.

(b) The Tenant will take good care of the Premises and the Building fixtures and appurtenances located within the Premises (that are not Landlord's responsibility as provided above), and all alterations, additions and improvements to the Premises; will repair all damage to the same resulting from negligence or willful acts or omissions of the Tenant, or its employees, agents, contractors, or invitees (except to the extent liability is waived pursuant to Paragraph 16); will suffer no waste or injury; will comply with all federal, state and local laws, rules, orders, statutes, directives, ordinances and regulations (collectively herein called the "laws"), at any time issued or enforced by any lawful authority, applicable to the Tenant's use, manner of use or occupancy of the Premises (provided that nothing contained herein shall require Tenant to make any alterations or improvements to comply with applicable laws that affect office uses generally unless the improvements or alterations are necessitated by a specific use conducted by Tenant, as opposed to the generally permitted use of the Premises for a commercial business office); and will repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; or

(b) at any time, whether voluntarily or pursuant to governmental requirements, the Landlord may, at its cost, make repairs and improvements in or to the Building or any part thereof, including the Premises. The Landlord will always provide reasonable alternative access (unless in an emergency) but may close entrances, doors, corridors, elevators or other facilities, without any liability to the Tenant by reason of interference, inconvenience, or annoyance, so long as reasonable access to the Premises is maintained. The Landlord shall not be liable to the Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any adjacent or nearby building, land, street or alley and in no event shall rent or other monetary obligations hereunder of Tenant be suspended, reduced, abated or otherwise affected.

Paragraph 8. ASSIGNMENT, SUBLETTING & RECAPTURE. (a) Without the prior written consent of the Landlord, whose consent will not be unreasonably withheld, in each case, the Tenant shall not, whether voluntarily or by operation of law, assign, encumber or otherwise transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the Premises to be occupied by anyone other than the Tenant, Tenant's employees or the employees of any affiliated company or entity. For purposes of this Lease, an assignment shall include any transfer of any interest in this Lease or the Premises by the Tenant pursuant to a merger, division, consolidation or liquidation, or pursuant to change in ownership of the Tenant involving a transfer of voting control in the Tenant (whether by transfer of partnership interests, corporate stock or otherwise). If the Tenant desires to assign this Lease or any interest herein, or to sublet all or any part of the Premises, then at least ~~sixty (60)~~thirty (30) days prior to the effective date of the proposed assignment or subletting, the Tenant shall submit to the Landlord in connection with the Tenant's request for Landlord's consent:

(1) A statement containing: (i) the name and address of the proposed assignee or subtenant; (ii) such financial and other information with respect to the proposed assignee or subtenant as the Landlord shall reasonably require; (iii) the type of use proposed for the Premises; and (iv) all of the principal terms of the proposed assignment or subletting; and

(2) All documentation then available relating to the proposed assignment or sublease (copies of final executed documentation to be furnished by the Tenant prior to its effective date).

(b) At any time within thirty (30) days after the Landlord's receipt of all (but not less than all) of the information and documents described above, the Landlord may, at its option by written notice to the Tenant, elect to:

(1) sublease the Premises or the portion thereof proposed to be sublet by the Tenant upon the same terms as those offered to the proposed subtenant;

(2) take an assignment of the Lease upon the same terms as those offered to the proposed assignee; or

(3) terminate this Lease in its entirety in the case of an assignment, or as to the portion of the Premises proposed to be sublet; with a proportionate adjustment in the rent and the Tenant's pro rata share if this Lease is terminated as to less than all of the Premises. If the Landlord does not exercise any of the options described in the preceding sentence then, during such thirty (30) day period, the Landlord shall either consent to or disapprove of the proposed assignment or subletting.

(c) The Landlord's consent shall not be unreasonably withheld; however, in addition to any other grounds for disapproval, the Landlord's consent shall be deemed reasonably withheld and conclusive if, in the Landlord's good faith judgment: (i) the proposed assignee or subtenant does not have the financial strength to perform its obligations under this Lease or any proposed sublease; (ii) the business and operations of the proposed assignee or subtenant are not of comparable quality to the business and operations being conducted by Tenant in the Building; (iii) the proposed assignee or subtenant intends to use any part of the Premises for a purpose not permitted under this Lease; (iv) either the proposed assignee or subtenant, or any person which directly or indirectly controls, is controlled by, or is under common control with the proposed assignee or subtenant, occupies space in the Building, or is negotiating with the Landlord to lease space in the Building; (v) the proposed assignee or subtenant is disreputable; or (vi) the use of the Premises or the Building by the proposed assignee or subtenant would, in Landlord's reasonable judgment, significantly increase the pedestrian traffic in and out of the Building, increase the utility or service requirements of the Landlord, or otherwise impact the common facilities or other Tenants in the Building, or would require alterations to the Building to comply with applicable laws.

(d) Any subletting or assignment hereunder shall not release or discharge the Tenant of or from any liability, whether past, present or future, under this Lease, and the Tenant shall continue to be fully liable hereunder and shall be liable to the Landlord for all costs incurred by the Landlord at the request of and for a subtenant or assignee. The subtenant or assignee shall agree to comply with and be bound by all of the provisions of this Lease with respect to the space sublet or assigned, and shall not assign the sublease or sublet the Premises or any part thereof; or allow any transfer thereof, or any lien upon the subtenant's interest, without the prior written consent of the Landlord. The Tenant shall deliver to the Landlord, promptly after execution, an originally signed counterpart of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee in form reasonably acceptable to the Landlord.

(e) Any sale, assignment, mortgage, transfer, or subletting of this Lease or interest herein, which is not in compliance with the provisions of this Paragraph, shall be of no effect and void.

(f) The Landlord may assign this Lease and shall not be liable for obligations thereafter accruing hereunder provided the Landlord's assignee shall assume the Landlord's obligations hereunder accruing on or after the date of assumption.

(g) If the Landlord consents to an assignment of this Lease or sublease of any portion of the Premises, as a condition of the Landlord's consent (if Landlord so elects to consent) the Tenant shall pay to the Landlord as additional rent any attorneys' fees and expenses incurred by the Landlord in connection with each assignment or sublease plus fifty percent (50%) of all profit derived by the Tenant from each assignment or each sublease. For each assignment or sublease consented to by the Landlord, the Tenant shall furnish the Landlord

with a sworn statement made by a financial officer of Tenant setting forth in detail the computation of profit (which computation shall be based upon generally accepted accounting principles and practices), and the Landlord or its representatives shall have access to the books, records and papers of the Tenant relevant to such computation and the right to make copies thereof. Any rent in excess of that paid by the Tenant hereunder which is realized by reason of each assignment or sublease shall be deemed an item of such profit. If a part of the consideration for such assignment or sublease shall be payable other than in cash, the payment to the Landlord shall be payable in accordance with the foregoing percentage of the cash and other non-cash considerations and in such form as is satisfactory to the Landlord. Such percentage of the Tenant's profits shall be paid to the Landlord promptly by the Tenant upon the Tenant's receipt from time to time of periodic payments from each assignee or subtenant or at such other time as the Tenant shall realize its profits from each assignment or sublease. If such sublease or assignment is part of a larger transaction in which other assets of the Tenant are being transferred, the consideration for the assignment or sublease shall be the fair market value of such assignment or the fair market rental for such sublease, as reasonably determined by the Landlord.

(h) The Landlord's consent to any assignment or subletting shall not relieve the Tenant, or any person claiming through or by the Tenant, of the obligation to obtain the consent of the Landlord to any further assignment or subletting. If there is an assignment or subletting, the Landlord may collect rent from the assignee or the subtenant without waiving any rights hereunder, and collection of the rent from a person other than the Tenant shall not be deemed a waiver of any of the Landlord's rights under this Paragraph, an acceptance of the assignee or subtenant as the Tenant, or a release of the Tenant from the performance of the Tenant's obligations under this Lease.

Paragraph 9. ALTERATIONS. (a) The Tenant shall not make or permit anyone to make any alterations in or additions to the Premises (herein collectively called "improvements") or install any equipment of any kind that will require any improvements to the water, heating, air conditioning or electrical or other Building systems or equipment, without the Landlord's advance written consent in each instance. Landlord's consent shall not be required for the installation of furnishings, decorations, and other alterations of a cosmetic, non-structural nature. Provided however, Landlord's consent shall be required for the installation of any interior partition walls. The Landlord's decision to refuse such consent shall be in its reasonable discretion. If the Landlord consents to the Tenant's request to make improvements, before commencing the work or delivering any materials into the Building, the Tenant shall furnish the Landlord with plans and specifications therefor, names and addresses of proposed contractors who will perform the work, copies of contracts, necessary permits, waivers of lien, and indemnification against claims, costs, damages, liabilities and expenses, each in form and amount satisfactory to the Landlord. All improvements shall be installed in a good, workmanlike manner and only new, high grade materials which are in accordance with the Building's standards shall be used. Whether the Tenant furnishes the Landlord the foregoing or not, the Tenant hereby agrees to indemnify and hold the Landlord harmless from and defend it against any and all claims, costs, damages, liabilities and expenses of every kind and description which may arise out of or be connected in any way with these improvements or the installation thereof. Before commencing any work in the Premises, the Tenant shall furnish the Landlord with certificates of insurance from all contractors performing labor or furnishing materials, insuring the Landlord against any and all claims, costs, damages, liabilities and expenses which may arise out of or be connected in any way with these improvements or the installation thereof.

(b) Landlord shall provide the sum of Seventy-five Thousand and 00/100 ($75,000.00) for improvements specified by Tenant and described on Exhibit E attached hereto ("Tenant's Work"). Landlord shall act as general contractor for and supervise construction of Tenant's Work. Landlord shall cause Tenant's Work to comply with all insurance requirements and with all applicable laws and to be completed by May 15, 2010. It is the intent of the parties that these funds be used for tenant improvements, however, any unused/remainder portion of the allowance after completion of the improvements shall be applied towards the next year's annual rent due and the corresponding monthly Base Rent payments shall be adjusted accordingly. In the event that Landlord fails to complete Tenant's Work by May 15, 2010, the commencement date under this Lease shall be extended until possession can be delivered to Tenant with Tenant's Work substantially complete.

(c) Upon completing Tenant's Work Landlord in its capacity as general contractor shall obtain contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used.

(d) The privilege herein granted to the Tenant to make improvements to the Premises is conditioned upon the Tenant's contractors, workmen and employees working in harmony and not interfering with the workmen, employees and contractors of the Landlord or of any other Tenant. With respect to Tenant's Work, Landlord shall assume responsibility for compliance with these requirements. All hardware and non-trade fixtures and all improvements, temporary or permanent, in or upon the Premises, whether placed there by the Landlord or the Tenant shall, unless the Landlord requests their removal pursuant to Paragraph 9(e) below, become the Landlord's property at the end of the term and shall remain upon the Premises at the end of the term, however ended, without compensation, allowance or credit to the Tenant.

(e) The Landlord may require the Tenant to remove improvements [including equipment requiring improvements as aforesaid in subparagraph (a)], hardware and non-trade fixtures at the end of the term, however ended, installed by the Tenant before or after the start of the term, but such removal shall not be required unless Landlord informed Tenant in writing at the time the improvements were approved by Landlord under Paragraph 9(a) that such removal would be necessary. The Tenant shall remove the same at the end of the term and the Tenant shall repair all damage to the Premises caused thereby; except that the Tenant shall not be required to remove Building standard items as described in the Landlord's standard form of work letter in use at the time of execution of this Lease or remove pipes and wires concealed in the floors, walls, or ceilings, provided that the Tenant properly cuts and caps the same and seals them off in a safe, lawful, and workmanlike manner. If, after the Landlord's request, the Tenant does not remove items it is required hereunder to remove at to the end of the term, the Landlord may remove the same and repair all damage caused thereby. The Tenant shall pay to the Landlord upon demand as additional rent the cost of such removal and repair of all damage and such obligation shall survive the end of the term.

(f) The Tenant shall remove the Tenant's furniture, machinery, safe or safes, trade fixtures, cafeteria equipment, and other items of personal property of every kind and description from the Premises prior to the end of the term, however ended, and repair all damage to the Premises caused thereby. If not so removed, the Landlord may request their removal, and if the Tenant does not remove them, the Landlord may do so. The Tenant shall pay the Landlord upon demand as additional rent the cost of such removal and repair of all damage and such obligation shall survive the end of the term. If the Landlord does not request their removal, or removal of selected improvements, all such items shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale without compensation, allowance or credit by the Landlord to the Tenant.

Paragraph 10. SIGNS. The Tenant shall not permit or suffer any signs, logos, symbols, advertisements or notices to be displayed, inscribed upon or affixed on any part of the outside of the Premises, or in any other part of the Building, or on the street adjacent to the Building. The Tenant's name shall be affixed to the directory board to be provided by the Landlord and on the entrance doors of the Premises and/or next to the entrance doors to the Premises, but only in such size, color, manner and style that are lawful and approved by the Landlord.

Paragraph 11. SERVICES AND UTILITIES. The Landlord (a) shall provide:

(1) Janitor Services in and about the Premises and the common areas of the Building daily, Saturdays, Sundays and holidays excepted. The janitorial services shall be provided at a level comparable to buildings of a similar nature. As used herein, "holidays" means any day on which the majority of banks and government offices are closed, including the following: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. The Tenant shall not provide any additional or alternative janitor service without the Landlord's written consent. If the Landlord consents, such janitor service shall be at the Tenant's sole cost and responsibility and subject to the Landlord's supervision to be paid for by the Tenant. The Tenant shall not provide any janitor service

in the Premises except through a janitor contractor or employees satisfactory to the Landlord, to be determined by the Landlord in its sole judgment.

(2) Heat and Air Conditioning daily from 7:00 am. to 7:00 p.m., Saturdays from 8:00 a.m. to 6:00 p.m., Sundays and holidays excepted, whenever heat or air conditioning shall, in the Landlord's reasonable judgment, be required for the comfortable occupation and use of the Premises, so as to maintain temperatures within the Premises at a level comparable to buildings of a similar nature. Whenever heat generating machines or equipment or lighting fixtures other than Building standard lighting fixtures are used in the Premises and affect the temperature otherwise maintained by the Building air conditioning system, the Landlord may install supplementary air conditioning units in or for the benefit of the Premises, and the cost of installation, operation and maintenance thereof shall be paid by the Tenant to the Landlord upon billing by the Landlord as additional rent.

(3) Water from municipal mains for drinking, lavatory and toilet purposes, drawn through fixtures installed by the Landlord or by the Tenant with the Landlord's written consent. The Tenant shall pay, at rates fixed by the Landlord, for water used for supplementary air conditioning or refrigeration installed by or for the Tenant, or for any purpose other than drinking, kitchenette, lavatory and toilet purposes.

(4) Adequate Passenger Elevator Service in common with other tenants at all times, and Freight Elevator Service in common with other Tenants, daily from 9:00 a.m. until 5:00 p.m., Saturdays, Sundays, and holidays excepted, subject to scheduling by the Landlord. Freight elevator service at other times and elevators with attendants shall be optional and, if provided, shall never be deemed a continuing obligation of the Landlord.

(5) Electricity for Building standard lighting fixtures and for the Tenant's incidental uses, 24 hours per day, 7 days per week. With respect to such incidental uses, electricity will be furnished in the Premises by the Landlord for all customary and normal office equipment, hardware, communications devices and ancillary equipment necessary to the operations of the Tenant without extra charge provided that (1) the connected electrical load of the incidental use equipment does not exceed an average of three watts per square foot of the Premises ~~[need to confirm]~~; (2) the electricity so furnished for incidental uses will be at nominal 120 volt single phase and that no electrical circuit for the supply of such incidental use will have a current capacity exceeding 15 amperes ~~[need to confirm]~~ (provided however, Tenant shall be allowed the use of one copier in the existing copy room using 208 voltage, 20 ampere service) and (3) such incidental electricity will be used only for equipment and accessories normal to office usage such as typewriters, calculating machines, personal computers, printers, video display terminals, and other standard machines. If the Tenant's requirements for electricity are in excess of those set forth in the preceding sentence, including electricity for machines such as electronic data processing equipment or for special lighting fixtures, the Tenant shall pay the Landlord upon billing for the cost of such excess electricity as additional rent. If Tenants' use changes, the Landlord reserves the right to require the Tenant to procure any excess requirements at the Tenant's expense by arrangement with the local utility furnishing electricity to the Building. The Tenant shall also pay the Landlord as additional rent for the cost of installing any additional risers or other facilities that may be necessary to furnish or measure such excess electricity to the Premises.

Formatted: Not Highlight

Formatted: Not Highlight

(6) Security guard/desk attendant from 7:30 a.m. until 10:00 p.m. Monday through Friday and 9:00 a.m. until 45:00 p.m. on Saturday ~~(NOTE: need to confirm)~~, as well as an attendant on duty in the Garage during normal garage hours. Access to the Building and Premises via key card will be available after hours on a 24 hours per day/7 days per week/365 days per year basis.

Formatted: Not Highlight

(b) The Landlord does not warrant that any of the services listed above will be free of or from interruption caused by war, insurrection, civil commotion, riots, acts of God or the enemy or of Government action, repairs, renewals, improvements, strikes, lockouts, or picketing, whether legal or illegal, accidents,

inability of the Landlord to obtain fuel or supplies, or any other cause or causes beyond the Landlord's reasonable control. Any such interruption of service shall never be deemed an eviction of the Tenant's use and possession of the Premises or any part thereof, or render the Landlord liable to the Tenant for damages, or relieve the Tenant from performance of the Tenant's obligations under this Lease. Notwithstanding the foregoing, if Tenant in the exercise of its reasonable business judgment is prevented from using the Premises in whole or in substantial part for a period of five (5) business days or more, rent shall be equitably abated, starting on the sixth (6th) business day, based on the degree to which the Premises are untentable, until the full use of the Premises is restored.

(c) Notwithstanding anything to the contrary in this Paragraph or elsewhere in this Lease, the Landlord shall have the right to institute policies, programs and measures as may be necessary or desirable, in the Landlord's reasonable discretion, for the conservation and/or preservation of energy or energy-related services, or as may be required to comply with any applicable laws.

Paragraph 12. NOTICE. Any notice, request, communication or demand under this Lease shall be in writing and shall be considered properly sent when addressed as hereinafter provided, given or served personally or by registered or certified mail (return receipt requested) and deposited in the United States general or branch post office or with a nationally recognized overnight delivery service. Delivery shall be deemed effective three (3) days after depositing in the U.S. mail, or one (1) business day after delivery to a nationally recognized overnight delivery service, or, if sooner, upon actual receipt. Any notice, request, communication or demand by the Landlord to the Tenant shall be addressed to the Tenant at the Premises (or, prior to the date the Tenant first occupies any portion of the Premises, at the address of the Tenant at 184 Salem Avenue, Dayton, Ohio 45406) until otherwise directed in writing by the Tenant. Any notice, request, communication or demand by the Tenant to the Landlord shall be addressed to the Landlord at the Building, until otherwise directed in writing by the Landlord. Rejection or other refusal to accept a notice, request, communication or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, communication or demand sent.

Paragraph 13. LANDLORD'S TITLE. The Landlord's title is and always shall be paramount to the Tenant's interest in this Lease, and nothing herein contained shall empower the Tenant to do any act which shall encumber the Landlord's title.

Paragraph 14. CERTAIN RIGHTS RESERVED TO LANDLORD. (a) The Landlord reserves the following rights to be exercised in the Landlord's sole discretion:

(1) To change the name or street address of the Building without notice to the Tenant or liability of the Landlord to the Tenant.

(2) To install and maintain a sign or signs on the exterior of the Building.

(3) During the last ninety (90) days of the term, if during or prior to that time the Tenant has vacated the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy.

(4) To constantly have pass keys to the Premises for emergency use only.

(5) To grant to anyone the exclusive right to conduct any other particular business or undertaking in the Building.

(6) To exhibit the Premises to others upon reasonable notice and only during normal business hours if Tenant has not renewed lease or has vacated the Premises.

(7) To take any and all measures, including inspections, repairs and improvements of and to the Premises or elsewhere in the Building, as may be necessary or desirable for the safety, protection or

preservation of the Premises and other parts of the Building or the Landlord's interests therein, or as may be necessary or desirable in the operation of the Building.

(8) To approve the weight, size and location of safes, vaults, vertical files and other heavy equipment and articles in and about the Premises and elsewhere in the Building so as not to exceed the legal live load per square foot designated by the structural engineers for the Building, and to require all such items and furniture and similar items to be moved into or out of the Building only at such times and in such manner as the Landlord shall direct in writing. The Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to the Tenant's ordinary use of the Premises without the prior written consent of the Landlord. Movement of the Tenant's property into or out of the Building and within the Building is entirely at the Tenant's risk and responsibility and the Landlord reserves the right to require permits dictated by law before allowing any property to be moved into or out of the Building.

(9) To establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Building, and all persons using the Building after normal office hours.

(10) To regulate delivery and service of supplies and the usage of the loading docks, receiving areas and freight elevators.

(b) The Landlord may enter the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant, provided that Landlord shall use reasonable efforts not to disturb or interfere with Tenant's occupancy.

Paragraph 15. DEFAULT UNDER OTHER LEASES. If the term of any lease made by the Tenant for any space in the Building, other than this Lease, shall be terminated or terminable after the making of this Lease because of any default by the Tenant under such other lease, such fact shall constitute a default under this Lease and shall empower the Landlord, at the Landlord's sole option, to terminate this Lease by notice to the Tenant.

Paragraph 16. WAIVER OF CLAIMS. (a) To the extent permitted by law, the Tenant hereby releases the Landlord and the Building property manager and their respective agents, invitees, contractors and employees, from, and waives all claims for injury (including death) to any person and damage to any property sustained by the Tenant or its agents, employees, contractors or invitees or any other occupant of the Building or Premises, excluding acts of gross negligence or willful misconduct by Landlord's property manager and agents, contractors, invitees or employees resulting from (i) the Building or Premises or any part of either or any equipment or appurtenance becoming out of repair, or (ii) any accident, assault or robbery in or about the Building, or (iii) directly or indirectly any act, omission or neglect of any Tenant or occupant of the Building or of any other person, including the Landlord and the property manager and their respective agents, contractors, invitees and employees. This Paragraph shall apply especially, but not exclusively, to the flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noises, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act, omission or neglect of the Landlord or the property manager or of other Tenants, occupants, or contractors in the Building or of any other person, and whether such damage be caused or results from any thing or circumstance above mentioned or referred to, or any other thing or circumstance whether of a like nature or of a wholly different nature. If any such damage to property, whether to the Premises or to the Building or any part thereof, or whether to the Landlord or the property manager, results from any act, omission or neglect of the Tenant or its agents, employees, contractors or invitees, the Landlord may, in its sole discretion, repair such damage and except as provided in Paragraph 24, the Tenant shall, upon demand by the Landlord, reimburse the Landlord forthwith for the total reasonable cost of the repairs as additional rent.

(b) As a material part of the consideration to the Landlord for this Lease, the Tenant hereby assumes all risk of assault or robbery and risk or damage to or loss, theft or misappropriation of property in, upon or about the Premises and Building (and any motor vehicles, if applicable) from any source and to whomever belonging, and the Tenant hereby waives all claims in respect thereof against the Landlord and the property manager and their respective agents, contractors, invitees or employees provided Landlord provides and maintains a reasonable level of security excluding acts of gross negligence or willful misconduct by Landlord's property manager and agents, contractors, invitees or employees.

Paragraph 17. HOLDING OVER. (a) If the Tenant remains in possession of the Premises or any part thereof after the end of the term, however ended, the Tenant shall pay the Landlord a rental at 150% of the rate of the rent specified in this Lease for the time the Tenant remains in possession. In addition thereto, if Tenant's holdover continues after thirty (30) days written notice from Landlord that Tenant must deliver possession, Tenant shall pay the Landlord for all damages, whether consequential, special, incidental or otherwise, sustained by reason of the Tenant's retention of possession. If the Tenant remains in possession of the Premises, or any part thereof, after the end of the term, however ended, such holding over shall, in the absence of notice from Landlord requiring delivery of possession, constitute a renewal of this Lease on a month-to-month basis at 150% of the rent set forth in this Lease. The provisions of this Paragraph do not waive the Landlord's rights of reentry or any other rights hereunder or available at law or in equity.

(b) The word "possession" shall include continued occupancy of persons or of items that the Tenant is required by Paragraph 9 to remove but which continue to remain in the Premises beyond the end of the term.

Paragraph 18. RULES. The Tenant shall observe faithfully and comply strictly with the rules and regulations attached to this Lease and made a part hereof as EXHIBIT A, and such other reasonable rules and regulations promulgated from time to time by the Landlord, which in the Landlord's sole judgment are necessary for the safety, care and cleanliness of the Building or for the preservation of good order therein. The Landlord will not be liable to the Tenant for violation of such rules and regulations by any other Tenant, or its employees, agents, invitees, or contractors.

Paragraph 19. SUBORDINATION. (a) This Lease shall be subordinate and subject at all times to all ground or underlying leases and to any mortgage or deed of trust covering the Premises or which at any time hereafter shall be made, and to all renewals, modifications, consolidations, or replacements thereof, and to all advances made, or hereafter to be made, upon the security of any such mortgage or deed of trust; provided, however, that subordination to any such mortgage or deed of trust is on the condition that the Tenant's occupancy shall not be disturbed as long as Tenant is not in default of any terms and conditions of this Lease. The Tenant shall execute instruments subordinating this Lease to any such mortgage or deed of trust as the Landlord shall request and agreeing to attorn to the mortgagor in the event such party forecloses or otherwise assumes the obligation of Landlord hereunder; provided any such mortgagee (or other secured party) agrees that Tenant's occupancy shall not be disturbed as long as Tenant is not in default of any of the terms and conditions of this Lease.

(b) If the Landlord commits any act or omission which would give the Tenant the right under this Lease to damages from the Landlord or the right to terminate this Lease, the Tenant agrees that it will not sue for such damages or terminate this Lease until (i) it shall have given written notice of the act or omission to the Landlord and to the holders(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to the Tenant, and (ii) a reasonable period of time, in light both of the time required to effect a remedy and of the impact of the act or omission on the Tenant's business operations at the Premises, for remedying the act or omission has elapsed following the giving of the notice, during which time the Landlord and such holder(s), or either of them, and their agents or employees, will be entitled to enter upon the Premises and do whatever may be necessary to remedy the act or omission.

Paragraph 20. DEFAULT. All rights and remedies of the Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law or equity.

(a) The occurrence of any one or more of the following events shall constitute a default by the Tenant and a breach of this Lease:

(1) the Tenant fails to make a payment of rent or additional rent or any other monetary obligation as and when the same shall become due and payable hereunder and such failure shall continue for more than five business days after notice by the Landlord, or

(2) the Tenant fails to promptly and fully perform or observe any of the other provisions in this Lease to be performed or observed by the Tenant and the failure shall continue for more than twenty consecutive days after notice by the Landlord specifying the nature of such failure, or if the failure so specified shall be of such a nature that the same cannot be reasonably cured or remedied within said twenty day period, the Tenant shall not have commenced to cure or remedy the failure in good faith within such twenty day period and thereafter diligently proceeded to cure or remedy it, (unless the act or omission of the Tenant or occurrence involves a hazardous or emergency condition which shall be cured by Tenant forthwith upon the Landlord's demand) or

(3) the leasehold interest or property of the Tenant be levied upon under execution or be attached by process of law, or

(4) the Tenant fails to take possession of the Premises within fifteen consecutive days after the commencement of the term, or

(5) If Tenant fails to give Landlord thirty (30) days prior written notice that Tenant intends to discontinue the conduct of its business in the Premises for more than thirty (30) days, or

(6) at any time prior to or during the term, the Tenant makes an assignment for the benefit of creditors, or a receiver is appointed for any property of the Tenant, or any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy law shall be filed by or against the Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Tenant insolvent or unable to pay the Tenant's debts, and in the case of any involuntary petition or proceeding, the petition or proceeding is not dismissed within thirty consecutive days from the date it is filed.

(b) If the Tenant defaults hereunder, and at any time thereafter,

(1) if the term shall not have commenced, the Landlord may cancel and terminate this Lease effective three days after notice to the Tenant, or

(2) if the term shall have commenced, the Landlord may serve upon the Tenant a notice that this Lease and the term will terminate on a date to be specified therein, (which shall not be less than five business days after the date the Landlord's notice is given), and upon the date so specified by the Landlord in its notice, this Lease and the then unexpired term shall terminate and come to an end as fully and completely as if the date specified in the Landlord's notice was the day herein definitely fixed for the end and expiration of this Lease and the term, and the Tenant shall then quit and surrender the Premises to the Landlord, but the Tenant shall remain liable as hereinafter set forth; provided, however, that if the Tenant shall fail to make timely payment of rent or additional rent, and such failure shall continue for two consecutive months, or if the Tenant shall fail to make the timely payment of rent or additional rent two or more times in any period of six months then, notwithstanding that each act or omission shall have been cured within the period after the giving of notices as herein provided, any further similar act or omission shall be deemed to be deliberate and the Landlord thereafter may serve the aforesaid notice of termination without affording to the Tenant a further opportunity to cure the default.

(c) Upon termination of this Lease by the Landlord as herein above provided, or if the Premises become deserted, the Landlord may, without notice, reenter the Premises either by force or otherwise, and by summary proceedings or otherwise, dispossess the Tenant and the legal representatives of the Tenant or any other occupant of the Premises, and remove all effects therefrom without being deemed in any manner guilty of trespass, eviction or forcible detainer, and hold the Premises as if this Lease had not been made.

(d) If the Tenant defaults (after notice as provided in this Paragraph), the Landlord shall have the right, without further notice or demand to the Tenant (the Tenant hereby irrevocably waiving all further notices and demands, statutory or otherwise, including any notice otherwise required in connection with any forcible entry and detainer action), to terminate this Lease, and the Tenant's right to possession of the Premises without terminating this Lease, in which event the Landlord shall be entitled to receive from the Tenant:

(1) the worth at the time of award of any unpaid rent which has been earned at the time of such termination or re-entry; plus

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination or re-entry exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; plus

(3) any other amount necessary to compensate the Landlord for all the detriment proximately caused by the Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(4) at the Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law or in equity.

As used in subparagraphs (1) and (2) above, "worth at the time of award" shall mean the then highest lawful rate, but in no event to exceed 4% per annum, plus the rate established by the Federal Reserve Bank of New York on advances made to member banks under Sections of the Federal Reserve Act prevailing on the date of termination of this Lease or re-entry by the Landlord, as the case may be.

(e) Any and all property which may be removed from the Premises by the Landlord pursuant to the authority of this Lease or of the law, to which the Tenant has or may have an interest, may be handled, removed or stored by the Landlord at the Tenant's risk and cost, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord upon demand as additional rent any and all expenses incurred by the Landlord to remove and store such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any property of the Tenant which is not removed from the Premises or retaken from storage by the Tenant within thirty (30) days after the end of the term, however terminated, shall be presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale without further payment or credit by the Landlord to the Tenant provided that Tenant shall have reasonable access to the Premises or storage to allow for such removal.

(f) In the case of a default by Tenant, Tenant shall pay upon demand all costs and charges incurred by Landlord to enforce or carry out the Tenant's obligations hereunder or incurred by Landlord in any negotiation or transaction in which the Tenant causes Landlord, without the Landlord's fault, to become involved or concerned, plus interest from the date of payment at the annual rate of one and one-half percent (1.5%) above the prime interest rate published from time to time by the Wall Street Journal, which amount shall be deemed to be additional rent due and payable by the Tenant at once without notice or demand (but in no event, at a rate which is more than the highest rate which is at the time lawful in the State of Ohio).

The unsuccessful party to any court or other proceeding arising out of this Lease shall pay to the prevailing party all reasonable attorneys' fees and costs actually incurred by the prevailing party, in addition to any other relief to which it may be entitled. The Prevailing Party is to be the party whose legal positions are

determined by the court to determine the issue.

(g) The Tenant hereby expressly waives the service of notice of intention to reenter or to institute legal proceedings to that end and waives any and all rights of redemption granted by or under any present or future laws by reason of the Tenant being evicted or dispossessed for any cause, or by reason of the Landlord obtaining possession of the Premises because of the Tenant's violation of any of the provisions of this Lease or otherwise. The words "reenter", "enter" and "reentry" as used in this Lease are not restricted to their technical legal meaning.

(h) If the Tenant breaches any of the provisions of this Lease on its part to be performed hereunder, the Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude the Landlord from pursuing any other remedy available at law or in equity.

(i) The delivery of keys to any agent or employee of the Landlord shall not be considered as a termination of this Lease or a surrender of the Premises.

(j) The Landlord and the Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters not relating to personal injury but otherwise arising out of or in any way connected with this Lease, the relationship of the Landlord and the Tenant, the Tenant's use or occupancy of the Premises, or any emergency statutory remedy. The Tenant further agrees that it shall not interpose any counterclaim in a summary proceeding or in any action based on nonpayment of rent, additional rent or any other payment required of the Tenant hereunder, except that Tenant reserves the right to make any compulsory counterclaims.

Paragraph 21. MECHANICS' LIENS. The Tenant shall not permit any mechanics' or materialmen's liens to be filed against the fee of the real property on which the Building is located nor against the Tenant's leasehold interest in the Premises. The Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any mechanics' or materialmen's liens are so filed, the Landlord, at its election, may pay and satisfy the same in which event the sums so paid by the Landlord, with interest from the date of payment at the annual rate of one and one-half percent (1.5%) above the prime interest rate published, from time to time, by the Wall Street Journal, shall be due and payable by the Tenant at once as additional rent without notice or demand.

Paragraph 22. EMINENT DOMAIN. (a) If the whole or substantial part of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term shall forthwith cease and terminate on the date of the taking of possession by the condemning authority and the Landlord shall be entitled to receive the entire award without any payment to the Tenant, the Tenant hereby assigns to the Landlord the Tenant's interest in the award, if any, and the rent shall be apportioned as of such date.

(b) If any part of the Building shall be so condemned or taken and if the Landlord determines in its sole discretion that the Building should be restored in such a way as to materially alter the Premises, or that the Building should be demolished, the Landlord may terminate this Lease and the term in its sole discretion, without compensation to the Tenant, by notifying the Tenant of such termination within sixty (60) days following the date of the taking of possession by the condemning authority. This Lease and the term shall expire on the date specified in the notice of termination not less than sixty (60) days after the giving of such notice as fully and completely as if such date were the date herein before set for the expiration of the term, and the rent shall be apportioned as of such date. If Landlord determines to restore the Premises and Building and Tenant does not exercise its right of termination under clause (c) below, the rent shall be equitably adjusted to reflect the reasonable diminution of Tenant's use and occupancy of the Premises as a result of the partial taking.

(c) Notwithstanding the foregoing or anything contained herein to the contrary, the Tenant may terminate this Lease if over 25% of Tenant's square footage is so condemned or taken pursuant to this Paragraph

22, by providing written notice to Landlord of such termination and same shall take effect on the date of delivery of possession as a result of the condemnation or taking or such earlier date as may be required by the condemning authority.

Paragraph 23. CASUALTY. (a) If there is damage or destruction to the Premises during the term by fire, the elements, or casualty, the Landlord shall forthwith repair the same, provided such repairs, as determined by the Landlord in its sole discretion, can be made within one hundred twenty (120) days from the date of the damage or destruction as determined by the Landlord in its sole discretion. The damage or destruction shall in nowise annul or void this Lease, but the Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made. Such proportionate reduction shall be based upon the extent to which the Premises, or part thereof, is untenantable.

(b) If the Landlord determines in its sole discretion that such repairs to the Premises cannot be made within one hundred twenty (120) days from the date of the damage or destruction, the Landlord may, at its option to be exercised within sixty (60) days from the date of such damage or destruction, make the same as soon as possible thereafter, this Lease continuing in full force and effect and the rent to be proportionately reduced as provided in subparagraph (a) above. If the Landlord does not so elect to make such repairs which cannot be made within said one hundred twenty (120) day period, this Lease may be terminated at the option of either party.

(c) If the Building is damaged, this Lease shall continue in full force and effect, but the Landlord shall forthwith repair such damage; except that if the Building is severely damaged or destroyed as determined by the Landlord in its sole discretion, the Landlord, at its option to be exercised within sixty (60) days from the date of such damage or destruction, may terminate this Lease. The Tenant shall be entitled to a proportionate reduction of rent only if the Premises are untenantable as aforesaid and no such rent reduction shall be allowed by reason of inconvenience, annoyance or injury to the Tenant's business because of such damage or destruction, or the necessity of repairing any portion of the Building, or the making of such repairs, and the Landlord shall not be liable to the Tenant because of such inconvenience, annoyance or injury.

(d) Notwithstanding the foregoing or anything contained herein to the contrary, the Tenant may terminate this Lease if Tenant's square footage cannot be repaired within one hundred (100) days from the occurrence of such casualty, by providing written notice to Landlord of such termination, within one hundred and five (105) days from the occurrence of such casualty. Rental shall abate in the amount of the proportion of Tenant's square footage rendered unusable, until repaired and fully useable by Tenant. If over fifty percent (50%) of Tenant's square footage is rendered unusable, base rent shall abate until repairs are completed and Tenant's square footage is useable.

Paragraph 24. WAIVER OF LIABILITY AND SUBROGATION. Notwithstanding anything to the contrary in this Lease, Landlord and Tenant on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property arising from fire or any of the other perils normally insured against in a special causes of loss policy of commercial property insurance, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

Paragraph 25. INSURANCE. (a) The Tenant shall purchase and during the term maintain for the benefit of the Tenant, the Landlord and the property manager (as their respective interests may appear) insurance coverages on terms and with companies reasonably satisfactory to the Landlord. Initially, the Tenant shall maintain the following coverages in the following amounts with such increases in limits as the Landlord may from time to time reasonably request:

(1) Comprehensive Public Liability Insurance, naming the Tenant, the Landlord, the Landlord's lender and the Building property manager as additional insureds, covering any liability for

bodily injury, personal injury (including death) and property damage arising out of the Tenant's operations, assumed liabilities or use of the Premises, for limits of liability not less than:

Bodily Injury Liability	$3,000,000 each occurrence and $3,000,000 annual aggregate
Personal Injury Liability	$3,000,000 each occurrence and $3,000,000 annual aggregate
Property Damage Liability	$3,000,000 each occurrence and $3,000,000 annual aggregate

(2) Property Damage Insurance covering all office furniture, trade fixtures, office equipment, merchandise and all other items of the Tenant's property located within the Premises. Such insurance shall be written on an "all risk" of physical loss or damage basis, for the full replacement cost of the covered items and in amounts that meet any coinsurance clause of the policies of insurance.

(3) If applicable, Host Liquor Liability Insurance, naming the Tenant, the Landlord and the Building property manager, covering any liability that might arise from the provision or use of alcoholic beverages by the Tenant within the Premises, which coverage shall be in an amount reasonably satisfactory to the Landlord from time to time in light of statutory limits.

(4) Business Interruption Insurance in such amounts as will reimburse the Tenant for direct or indirect loss of earnings attributable to perils insured against in this Paragraph. ~~[NEED TO CONFIRM WITH INSURER]~~

Formatted: Not Highlight

(b) Prior to the commencement of the term, the Tenant shall furnish the Landlord with certificates evidencing the coverages required above. The certificates shall state that the coverage is primary and noncontributory and may not be changed or canceled without at least ten (10) days' prior written notice to the Landlord and the Tenant.

(c) The Tenant shall comply with all applicable laws, all orders and decrees of a court and all requirements of other governmental authorities and agencies and political subdivisions thereof pertaining to its use and occupancy, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage or may increase the cost of insurance or require additional insurance coverage. If by reason of the Tenant's failure to comply with the provisions of this Paragraph, any insurance coverage is jeopardized or insurance premiums are increased, the Landlord may in its sole discretion terminate this Lease, require the Tenant to make immediate payment of this increased insurance premium, or assure continued coverage by all commercially reasonable means available, including payment of premiums, in which event the Tenant shall reimburse the Landlord for all costs incurred therefor as additional rent.

(d) During the Term of this Lease, Landlord at its expense shall obtain and keep in effect Property Damage Insurance covering the Building and all fixtures and improvements thereon, excluding personal property, trade fixtures, or other items of personal property that are the responsibility of tenants of the Building. Such insurance shall be written on an "all risk" of physical loss or damage basis, for the full replacement cost of the covered items and in amounts that meet any co-insurance clause of the policies of insurance. In addition, throughout the Term, Landlord will at its cost maintain insurance in such amounts as will reimburse Landlord for direct or indirect loss of rents attributable to perils insured against in this Paragraph. Further, throughout the term of this Lease, Landlord shall maintain comprehensive public liability insurance covering Landlord (with the Landlord's lender and building property manager as additional insureds), covering liability for bodily injury, personal injury (including death) and property damage arising out of Landlord's operations, assumed liabilities or the use of the Building, for a single combined limit of not less than $3,000,000.00 per occurrence and in the aggregate per annum.

Paragraph 26. CONDITION OF PREMISES. The Tenant's taking of possession of the Premises shall be conclusive evidence against the Tenant that the Premises were in good order and satisfactory condition when the Tenant took possession, subject to Landlord's obligation to perform and complete Tenant's Work and to provide the allowance for Tenant's improvements set forth in this Lease. No promise of the Landlord to alter, remodel or improve the Premises or the Building and no representations respecting the condition of the Premises or the Building or land under and adjacent to the Building have been made by the Landlord to the Tenant, unless the same are contained herein or made a part hereof. At the end of the term, by lapse of time or otherwise, the Tenant shall return the Premises as required by Paragraph 9 and in as good condition as when the Tenant took possession, ordinary wear and loss by fire or other casualty excepted. If the Tenant fails to comply with such obligation, the Landlord may restore the Premises as required by the provisions of this Lease and the Tenant shall pay the cost thereof as additional rent and this obligation shall survive the end of the term. The Tenant may remove any floor covering laid by the Tenant, provided (a) the Tenant also removes all nails, tacks, paper, glue, bases and other vestiges of the floor covering, and restores the floor surface to the condition existing before such floor covering was laid, or

(b) the Tenant pays to the Landlord, upon request, the cost of restoring the floor surface to such condition. If the Tenant, with the Landlord's consent, does not remove the Tenant's floor coverings from the Premises prior to the end of the term, the Tenant shall be conclusively presumed to have abandoned the same and title thereto shall thereby pass to the Landlord under this Lease as a bill of sale without payment or credit by the Landlord to the Tenant.

Paragraph 27. INDEMNITY. (a) The Tenant agrees to indemnify and save harmless the Landlord and the Building property manager (herein the "property manager") and their respective agents, invitees. contractors and employees from, and defend them against any and all claims by or on behalf of any person, firm or corporation, arising from

(1) the use, manner of use, or occupancy of the Premises by the Tenant, its agents, contractors, employees or invitees, or the conduct of the Tenant's business therein, or from any activity, work, or thing done, permitted or suffered by the Tenant, its agents, contractors, employees or invitees in or about the Premises (or any parking lot or structure, if used by them), and

(2) any breach or default in the performance or observance of any provision in this Lease on the Tenant's part to be performed or observed, and

(3) any act, omission or negligence of the Tenant, or any of its agents, contractors, employees or invitees. The Tenant shall also reimburse the Landlord for all counsel, consulting, expert and witness fees and other expenses the Landlord or the property manager incurs in connection with any such claim;

but excepting any claims, damages, losses or liabilities, and all expenses incidental thereto, to the extent caused by the negligence or willful misconduct of Landlord, its agents, contractors, employees or invitees.

(b) Without limiting subparagraph (a), the indemnity, defense and reimbursement obligations of the Tenant shall cover any and all environmental damages which arise from:

(1) the handling of any Hazardous Materials (hereinafter defined in Paragraph 31), by the Tenant, its agents, invitees, contractors or employees, or

(2) the breach of any of the provisions of this Lease on the Tenant's part to be performed. For the purpose of this Lease, "environmental damages" shall mean and include: (i) all claims, judgments, damages (including punitive damages), penalties, fines, costs, liabilities (including strict liability), fees, disbursements, encumbrances, liens and losses, including diminution in the value of the Premises or any portion of the Building, damages for the loss of or restriction on use of rentable or usable space or of any

amenity of the Premises or any portion of the Building, and from any adverse impact to the Landlord's marketing of space; (ii) all reasonable sums paid for claims and attorneys', witness', consultants' and experts' fees; and (iii) all costs incurred by the Landlord in connection with investigation or remediation relating to the handling of the Tenant's Hazardous Materials, whether or not required by the Environmental Laws (hereinafter defined in Paragraph 31), necessary for the Landlord to make full economic use of the Premises or any portion of the Building, or otherwise required under this Lease.

The Tenant's obligations and liabilities pursuant to this Paragraph shall survive the expiration or earlier termination of this Lease. In case any action or proceeding be brought against the Landlord or the property manager or their respective agents, contractors, invitees or employees by reason of any such claim, upon notice from the Landlord, the Tenant covenants to resist or defend at the Tenant's expense such action or proceeding by counsel reasonably satisfactory to the Landlord.

Paragraph 28. POSSESSION. If the Landlord fails to deliver possession of the Premises on the date agreed upon for commencement of the term, the Landlord and the property manager and their respective agents, contractors, invitees and employees shall not be liable for any damage to anyone caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term be in anyway extended, but in such event the term shall begin when the Landlord does deliver possession of the Premises. The Tenant shall not be liable for any rent until the date the Landlord delivers such possession. Notwithstanding the foregoing, Landlord acknowledges that Tenant is required to deliver possession of the building in which it is currently located by no later than May 21, 2010. If Landlord is unable to deliver possession of the Premises to Tenant on or before such date, Landlord shall pay Tenant for Tenant's reasonable out of pocket costs resulting from such delay.

Paragraph 29. QUIET ENJOYMENT. The Landlord covenants and agrees that the Tenant on paying the rent including additional rent, and performing and observing the covenants on the Tenant's part to be performed and observed hereunder, shall and may peaceably and quietly hold and enjoy the Premises for the term, subject to the provisions of this Lease.

Paragraph 30. SUCCESSORS AND ASSIGNS. The terms, conditions, covenants and agreements in this Lease shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and distributees. Without limiting the foregoing, the Landlord shall be responsible for advising any future owner or interest holder of or in the Premises of this Lease and the terms and conditions hereof.

Paragraph 31. HAZARDOUS MATERIALS. (a) No Hazardous Materials shall be handled upon, about, above or beneath the Premises or any portion of the Building or the land thereunder or adjacent thereto by or on behalf of the Tenant, its subtenants or its assignees, or their respective contractors, employees, agents or invitees.

Any Hazardous Materials so handled shall be known as the "Tenant's Hazardous Materials"; except that the Tenant's Hazardous Materials shall not include normal quantities of Hazardous Materials customarily used in the conduct of general administrative and executive office activities (such as copier fluids and cleaning supplies) which may be used and stored at the Building without the Landlord's prior written consent, but only in compliance with all applicable Environmental Laws.

(b) In addition to the Tenant's obligation in Paragraph 27 above to indemnify the Landlord, the Tenant shall, at its sole cost, promptly take all actions required by any federal, state or local government agency or political subdivision, necessary for the Landlord to make full economic use of the Building or any portion of the Building, which requirements arise from the handling of the Tenant's Hazardous Materials upon, about, above or beneath the Premises or any portion of the Building and the land thereunder or adjacent thereto. Such actions shall include the investigation of the environmental condition of the Building and the land thereunder or adjacent thereto or any portion thereof, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. The Tenant shall take all actions necessary to restore the Building or any portion of the Building to the condition existing prior to the introduction of Tenant's Hazardous Materials,

notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. The Tenant shall nevertheless obtain the Landlord's written approval prior to undertaking any actions required by this Paragraph, which approval shall not be unreasonably withheld so long as such actions will not, in the Landlord's reasonable opinion, have a material adverse long-term or short-term effect on the Premises or any portion of the Building or such land.

(c) The words "Environmental Laws" mean and include all existing and future statutes, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, and other laws and policies and requirements by any federal, state or local governmental authority regulating relating to or imposing liability or standards of conduct concerning public health and safety or the environment.

(d) The words "Hazardous Materials" mean (1) any material or substance: (i) which is defined or becomes defined as "hazardous substance," "hazardous waste," "toxic substance," "infectious waste," "chemical mixture or substance," or "air pollutant" under the Environmental Laws; (ii) containing petroleum or its byproducts; (iii) containing polychlorinated biphenyl's; (iv) containing asbestos, radon, gas or urea formaldehyde foam insulation; (v) which is radioactive; or (2) any other pollutant or contaminant or hazardous, toxic, flammable or dangerous chemical, waste, material or substance, as all such terms are used in their broadest sense, and defined, regulated or become regulated by the Environmental Laws, or which cause a nuisance upon or waste to the Premises or any portion of the Building or the land thereunder or adjacent thereto.

(e) The words "handle," "handled," or "handling" each shall mean and include any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

Paragraph 32. LIMITATION ON LIABILITY. Anything herein to the contrary notwithstanding, it is expressly understood and agreed by and between the parties hereto that each and every representation, covenant, undertaking and agreement herein made on the part of the Landlord, while in form purporting to be a representation, covenant, undertaking and agreement of the Landlord, are, nevertheless, made and intended not as personal representations, covenants, undertakings and agreements by the Landlord or for the purpose or with the intention of binding the Landlord personally, but are made and intended for the purpose of binding only the Landlord's interest in the Building and for no other purpose whatsoever, except that nothing contained herein shall be construed as a waiver of Landlord's liability to the extent such liability is covered by an insurance policy maintained by Landlord. In the event of a default by the Landlord, the Tenant shall look solely to the interest of the Landlord in the Building and to the proceeds of any insurance maintained by Landlord. No duty shall rest upon the Landlord to sequester the Building or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof. The Tenant shall have no recourse to the assets, tangible or intangible, of the Landlord excepting only the Landlord's interest in the Building and the proceeds of any insurance maintained by Landlord. Without limitation, no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Landlord on account of this Lease or on account of any representation, covenant, undertaking or agreement of the Landlord in this Lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Tenant, except that nothing contained herein shall be construed as a waiver of Landlord's liability to the extent such liability is covered by an insurance policy maintained by Landlord. The foregoing limitation on the Landlord's liability shall inure to and for the benefit of the Landlord and its successors and permitted assigns and their respective shareholders, officers, directors, partners, agents and employees.

Paragraph 33. ESTOPPEL CERTIFICATE. The Tenant agrees that, from time to time, the Tenant, or the Tenant's duly authorized representative having knowledge of the following facts, will deliver to the Landlord within a reasonable amount of time after receipt of written request from Landlord, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect);

(b) the dates to which rent and other charges have been paid;

(c) that the Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; and

(d) such further matters as may be reasonably requested by the Landlord, it being intended that any such statement may be relied upon by any mortgagees or prospective mortgagees of the Landlord, or any prospective assignee of any mortgagees, or any prospective and/or subsequent purchaser or transferee of all or a part of Landlord's interest in the land and/or Building.

The Tenant shall execute and deliver whatever instruments may be required for such purposes, and if the Tenant fails so to do within ten (10) consecutive days after demand in writing the Tenant shall be considered in default under this Lease.

Paragraph 34. LEASING COMMISSION. The Tenant represents and warrants to the Landlord that the Tenant has dealt with no leasing agent in connection with this Lease except Gem Real Estate Group, Inc. (Tenant's broker), and agrees to indemnify and hold harmless the Landlord from and defend the Landlord against any and all claims or demands, damages, liabilities and expenses of any type or nature whatsoever arising by reason of the incorrectness or breach of the aforesaid representation and warranty. The Landlord shall pay and agrees to indemnify and hold harmless the Tenant from and defend the Tenant against any claim by the property manager for a commission arising out of the execution and delivery of this Lease, and, in addition, shall pay the fee due to Tenant's broker.

Paragraph 35. MISCELLANEOUS. (a) No receipt of money by the Landlord from the Tenant after the termination of this Lease, service of any notice, commencement of any suit, or final judgment for possession of the Premises shall renew, reinstate, continue or extend the term or affect any such termination notice, demand, suit or judgment.

(b) No waiver of any default hereunder of the Tenant shall be implied from any omission by the Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in a written waiver and then only for the time and to the extent therein stated. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision and the invalid or unenforceable provision shall be deemed modified and restated to comply with law.

(c) The word "Tenant" wherever used in this Lease shall be construed to mean "Tenants" in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, firms or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

(d) Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by the Landlord.

(e) The headings of Paragraphs are for convenience only.

(f) Submission of this instrument for examination does not constitute a reservation of or option for the Premises. This instrument becomes effective as a lease upon execution thereof by both the Landlord and the Tenant and delivery of an executed counterpart to each other.

(g) All amounts (other than rent and escalation payments) owed by the Tenant to the Landlord hereunder shall be paid within ten (10) days from the date the Landlord renders statements of account therefor and all such amounts as well as rents and escalation payments shall bear interest from their respective due date until paid at the annual rate established elsewhere in this Lease and otherwise at one and one-half percent (1.5%) above

the prime interest rate established, from time to time, by the largest commercial bank in Ohio. All such amounts other than rent shall be deemed additional rent.

(h) The Tenant may occupy the Premises prior to the commencement of the term with the Landlord's written consent, and in such case all of the provisions of this Lease shall be in full force and effect as soon as the Tenant occupies the Premises for any purpose, including the installation of equipment, wiring, or furnishings, the Tenant shall pay rent for the period prior to the stated commencement of the term at the rate per month set forth herein for the first month of the term when full monthly rent is due hereunder. Tenant's early occupancy for the purpose of installing equipment, wiring, fixtures and office furniture shall be permitted with the approval and coordination by the property manager, and such entry shall require the payment of rent and shall be subject to all other applicable terms and conditions of this Lease.

(i) No rights to any view or to light or air over any property, whether belonging to the Landlord or any other person, are granted to the Tenant by this Lease.

(j) All rights and remedies of the Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or equity.

(k) The Landlord shall have the right to apply payments received from the Tenant pursuant to this Lease (regardless of the Tenant's designation of such payments) to satisfy any obligations of the Tenant hereunder, in such order and amounts as Landlord in its sole discretion may elect.

(l) Time is of the essence of this Lease and each of its provisions.

(m) This Lease shall be strictly construed neither against the Landlord or the Tenant; each provision hereof shall be deemed both a covenant and a condition running with the Land; except as otherwise expressly provided in this Lease and its Riders, Exhibits and other attachments, the singular includes the plural and the plural includes the singular; "or" is not exclusive; a reference to an agreement or other contract includes supplements and amendments thereto to the extent permitted by this Lease; a reference to any laws includes any amendment or supplement to such laws; a reference to a person or other entity includes its permitted successors and assigns; accounting provisions have the meanings assigned to them by generally accepted accounting principles applied on a consistent basis; the words "such as," "include," "includes" and "including" are not limiting; except as specifically agreed upon in this Lease, any right may be exercised at any time and from time to time and all obligations are continuing obligations throughout the term of this Lease, and in calculating any time period, the first day shall be excluded and the last day shall be included and all days are calendar days unless specified.

(n) This Lease shall be construed according to the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]

EXHIBITS A, B, C, D and E are attached hereto and made a part of this Lease.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the parties hereto as of the day and year first above written.

"TENANT"

THE UNITED WAY OF THE GREATER DAYTON AREA

By: Allen H. Elijah

Its: President & CEO

"LANDLORD"

33 WEST FIRST PARTNERS, LTD.

By: _____

Vishal Soin
Vice President

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 20th day of April, 2010, by Allen H. Elijah, President & CEO of The United Way of The Greater Dayton Area, an Ohio non-profit corporation, on behalf of the corporation.

Roberta J. Simon
Notary Public

ROBERTA J. SIMON
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES JULY 16, 2010

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 20th day of April, 2010, by Vishal Soin, Vice President of 33 West First Partners, Ltd., an Ohio limited liability company, on behalf of the limited liability company.

Sandra L Rawnsley
Notary Public

609653.2

SANDRA L. RAWNSLEY, Notary Public
In and for the State of Ohio
My Commission Expires Jan 12, 2013

EXHIBIT A
Attached to and made part of
Office Lease dated May 1, 2010
made between
33 WEST FIRST PARTNERS, LTD.
and
THE UNITED WAY OF THE GREATER DAYTON AREA

RULES AND REGULATIONS

1. The sidewalks, halls, passages, elevators and stairways, exits, entrances, and other common areas shall not be obstructed by the Tenant or used for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and the Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the sole judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants. However, nothing stated above shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. The Tenant and its employees shall not go upon the roof of the Building without the written consent of the Landlord.

2. The sashes, sash doors, windows, glass lights and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage, or damage, resulting from a violation of this rule, shall be borne by the Tenant who, or whose employees, agents, contractors, or visitors, shall have caused it.

3. If the Landlord, by a notice in writing to the Tenant, shall object to any curtain, blind, shade or screen except existing window treatments attached to, or hung in, or used in connection with, any window or door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by the Tenant. No awnings shall be permitted on any part of the Premises.

4. No safes or other objects heavier than the lift capacity of the freight elevators of the Building shall be brought into or installed in the Premises. The Tenant shall not place a load upon any floor of the Premises which exceed the load per square foot which such floor was designed to carry and which is allowed by law. The moving of safes shall occur only between such hours as may be designated by, and only upon previous notice, to the Building property manager, and the persons employed to move safes in or out of the Building must be acceptable to the Landlord. No freight, furniture or bulky matter of any description shall be received into the Building or carried into the elevators except during hours and in a manner approved by the Landlord.

5. The Tenant shall not use, keep, or permit to be used or kept in the Premises any foul or noxious gas or substance, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or permit or suffer the Premises to be occupied or used in a manner that, in the reasonable judgment of the Landlord, diminishes or threatens to diminish the quality or reputation of the Building as a first class office structure or is not in keeping with the reputation, integrity or standards of the Landlord, or interferes in any way with other Tenants or those having business therein. Nor shall any animals or birds (except as required for disabled persons) be kept in or

about the Building. The Tenant shall not place or install any antennae, microwave or satellite dishes, or aerials or similar devices outside of or in the Premises.

6. The Tenant shall not use or keep in the Building any inflammables including kerosene, gasoline, naphtha and benzene, (except cleaning fluids in small quantities and when in containers approved by the Board of Underwriters), or explosives or any other articles of intrinsically dangerous nature, or use any method of heating other than that supplied by the Landlord.

7. If the Tenant desires telephone or other telecommunication connections, the Landlord will direct electricians as to where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without specific directions from the Landlord.

8. The Tenant, upon the termination of its tenancy, shall deliver to the Landlord all the keys of offices, rooms and toilet rooms which shall have been furnished to the Tenant or which the Tenant shall have had made and, in the event of loss of any keys so furnished, shall pay the Landlord therefor.

9. The Tenant shall not put down any floor covering in the Premises without the Landlord's prior approval of the floor covering and the manner and method of applying such floor covering.

10. On Saturdays, Sundays and holidays recognized by the Landlord and on other days between the hours of 6:00 P.M. and 8:00 A.M., access to the Building, or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access has an access badge supplied by the Landlord (or is accompanied by such a person) and is properly identified. The Landlord shall in no case be liable to anyone for damages for the admission to or exclusion from the Building of any person whom the Landlord has the right to exclude under this Rule 10 or Rule 1 above, or otherwise. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the Tenants or the Landlord and protection of property in the Building.

11. The Tenant assumes full responsibility for protecting its space from theft, robbery, assault and pilferage including keeping doors locked and windows and other means of entry to the Premises closed, provided Landlord provides and maintains a reasonable level of overall building security; excluding acts of gross negligence and or willful misconduct by the Landlords' property manager and agents, contractors, invitees, or employees.

12. The Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of the Landlord. If the Landlord shall give its consent, the Tenant shall in each case furnish the Landlord with a key for any such lock.

13. Without the Landlord's prior written consent, the Tenant shall not use the name of the Building (whether or not the Building is named or commonly known as "The Soin International Building" or the like) in its advertising or other publicity or on its stationery or other correspondence or otherwise, and shall not use pictures of the Building in advertising or publicity or otherwise.

14. The Tenant shall not make any room-to-room canvass to solicit business from other Tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange in or from the Premises unless ordinarily embraced within the Tenant's expressed use of the Premises specified in the Lease.

15. The Tenant shall not waste electricity, water, or air conditioning and agrees to cooperate fully with the Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall not allow the adjustment (except by the Landlord's authorized Building personnel) of any controls other than room thermostats installed for the Tenant's use. The Tenant shall keep corridor doors closed and shall not open any windows except that if the air circulation shall not be in operation, windows which are operable may be opened with the Landlord's consent.

16. Prior to removing equipment, other than Tenant's PC's and office equipment, from the Building, the Tenant must submit a written list of such items and obtain approval thereof from the Building's property manager.

17. The Tenant shall be solely responsible for having a person present at the loading dock to receive all deliveries made to the Tenant at the loading dock and to deliver the same from the loading dock to the Premises; the Landlord has no responsibility or liability for receiving such deliveries. The Tenant shall not use hand trucks or vehicles (other than a wheelchair for an individual) in passenger elevators. Any hand trucks or vehicles permitted must be equipped with soft rubber tires and side guards.

18. Additional services requested by the Tenant shall be attended to only upon application to the Building's property manager and paid for based upon an hourly time and materials basis.

19. The Tenant shall not conduct any auction, fire, bankruptcy, going out of business, liquidation or similar sales in or about the Building.

20. When installing wire or cabling within the Building, the Tenant shall follow all applicable codes and the Landlord's reasonable telecommunication rules.

For purposes of these Rules and Regulations, the word "Tenant" shall include the Tenant and the Tenant's employees, agents, contractors and invitees.

EXHIBIT B
Attached to and made part of
Office Lease dated May 1, 2010
made between
33 WEST FIRST PARTNERS, LTD.
and
THE UNITED WAY OF THE GREATER DAYTON AREA

RENEWAL OPTION AND EXPANSION OPTION

1. The Tenant is hereby granted the option to renew the term for all (but not less than all) of the Premises for two (2) periods of five (5) years each, subject to and upon provisions set forth in this Exhibit B. A renewal term shall be exercised by written notice from Tenant to Landlord given not later than one hundred twenty (120) days prior to the expiration of the original term or prior renewal term, as applicable.

2. The renewal term shall commence at the expiration of the then present term of this Lease.

3. Rent during the renewal terms shall be as follows:

Period in Months:	Square Footage	Annual Rate	Base Rent Per Month
061 – 072	15,300	$187,425.00	$15,618.75
073 – 084	15,300	$191,250.00	$15,937.50
085 – 096	15,300	$195,075.00	$16,256.25
097 – 108	15,300	$198,900.00	$16,575.00
109 – 120	15,300	$202,725.00	$16,893.75
121 – 132	15,300	$206,550.00	$17,212.50
133 – 144	15,300	$210,375.00	$17,531.25
145 – 156	15,300	$214,200,00	$17,850.00
157 – 168	15,300	$218,025.00	$18,168.75
169 – 180	15,300	$221,850.50	$18,487.50

4. The renewal of the term shall be upon all of the provisions of this Lease, except (a) the rent during the renewal term shall be the renewal rent specified herein; and

(b) The Premises shall be accepted by the Tenant "as is" and in its existing condition at the time a renewal term commences, and the Landlord shall not be obligated to make any leasehold improvements or contribute funds therefor.

5. The Tenant may not assign its rights under this Exhibit, except in connection with an assignment of the Lease permitted by Paragraph 8 of this Lease.

6. If the Tenant fails duly and timely to exercise its option for a renewal term hereunder, the Tenant's option for that renewal option shall thereupon automatically terminate and expire.

7. If at the time the Tenant exercises its option to renew or at any time thereafter until commencement of the renewal term the Tenant shall be in default in the performance of its obligations under this Lease beyond the periods given to cure such default as set forth in Paragraph 20 of this Lease, the Tenant's exercise of a renewal option hereunder shall become void and unenforceable.

EXHIBIT C
Attached to and made part of
Office Lease dated May 1, 2010
made between
33 WEST FIRST PARTNERS, LTD.
and
THE UNITED WAY OF THE GREATER DAYTON AREA

FIFTH FLOOR - FLOOR PLAN

EXHIBIT D
Attached to and made part of
Office Lease dated May 1, 2010
made between
33 WEST FIRST PARTNERS, LTD.
and
THE UNITED WAY OF THE GREATER DAYTON AREA

RENT SCHEDULE

Commencement Date: May 1, 2010

Initial Lease Period: May 1, 2010 – April 30, 2015

Period in Months:	Square Footage	Annual Rate Per Square Foot	Base Rent Per Month
001 – 012	15,300	$168,300.00	11.00 $14,025.00
013 – 024	15,300	$172,125.00	11.25 $14,343.75
024 – 036	15,300	$175,950.00	11.50 $14,662.50
037 – 048	15,300	$179,775.00	11.75 $14,981.25
049 – 060	15,300	$183,600.00	12.00 $15,300.00

– Yr. 2 75,000 Credit
29,775 cost Actual
45,225 ÷ 12
3768.75
10,575 –
Yr 3 - normal rates

609653.2

75,000 - Credit
29,775 cost
45225 left not used
÷ 12 = 3768.75
10,575

EXHIBIT E

TENANT'S WORK

SCOPE OF WORK FOR TENANT IMPROVEMENTS FOR 5TH FLOOR UNITED WAY

ELEVATOR LOBBY:

- Remove wallpaper from walls and skim coat walls for new paint
- Leave existing carpet but break at double doors with solid blue border
- Provide electric locks for card access on double doors and single door to right
- Paint walls to match hallway leading to emergency stairs

CONFERENCE ROOM:

- Remove dividing wall to create large conference room
- Remove existing carpet and replace with "Assurance III Tweed 1324"
- Make and paint wood columns at each end of room where existing wall is removed

OFFICE 22 AND 25

- Remove carpet and pad in offices number 22 and 25 and replace pad and carpet with "Assurance III Biscuit 1321"

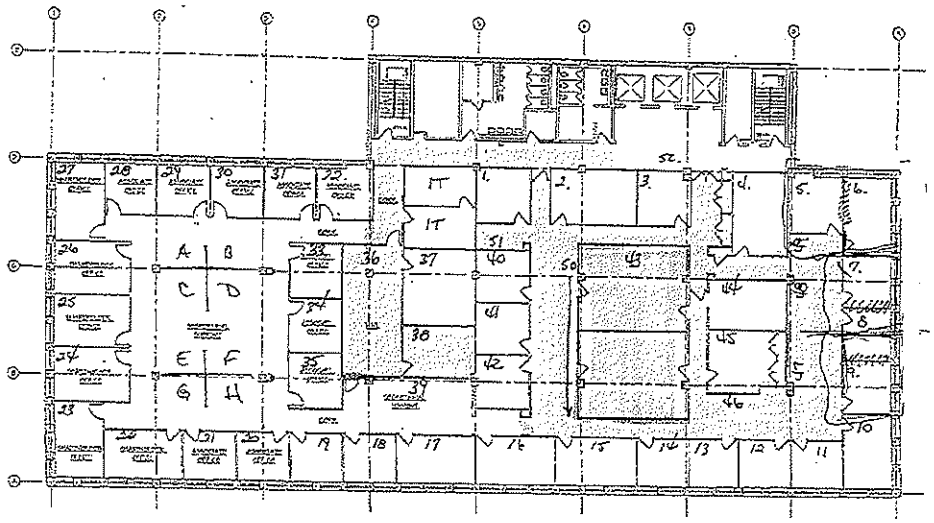
PRESIDENT'S OFFICE

- Remove wallpaper and skim coat walls for new paint
- Paint color TBD
- Remove and re-hang existing drapes

HALLWAYS AND CORRIDOORS

- Remove and replace carpet per attached drawing in hallways and corridors
- Remove and replace carpeting in office 36 and 38
- Carpet to be replaced with "Philadelphia Sable Island Color :Nova Scotia 28900"
- Provide 3 solid carpet breaks using "Assurance III Tweed 1324" per drawing

Accepted By: _____



– PHILADELPHIA SCALE DRAWING 1890 NEW SECTION

– ASSURANCE III FLOOR 1920

– ASSURANCE III FLOOR – 1921

FIFTH FLOOR PLAN