

## ATM GROUND LEASE

THIS LEASE is made and entered into this 17 day of June 2014 (the "Effective Date"), by and between **ROBERT STEIN, TRUSTEE of the Agreement of Trust for Robert Stein dated May 21, 1996** (hereinafter called "**Landlord**"), having his principal place of business at 178 Windfall Creek Drive, Chapel Hill, NC 27517, and **KEYBANK NATIONAL ASSOCIATION** (hereinafter called "**Tenant**"), having its principal place of business at 127 Public Square, Cleveland, Ohio 44114.

### SECTION I PREMISES

Section 1.01 Premises. In consideration of the Rent (as hereinafter defined), covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, a certain portion of land, upon which the ATM Terminal and concrete pad sits, as depicted on Exhibit A attached hereto and made a part hereof (the "**Premises**"), located at 3031 Shiloh Springs Road, Dayton, Ohio 45426 (the "**Landlord's Property**"). Tenant currently leases from Landlord the ATM Facility and the adjacent bank branch pursuant to a lease dated May 24, 1974 between Stein Development Company (predecessor of Landlord) and The Third National Bank & Trust Company of Dayton, Ohio (predecessor of Tenant) ("**Current Lease**"). On November 30, 2014 the Current Lease expires, and this Lease commences December 1, 2014 for the ATM Facility only.

#### Section 1.02 Use of Additional Areas.

(a) The use and occupation by Tenant of the Premises shall include the use in common with others entitled thereto of the common areas of Landlord's Property as may be designated from time to time by Landlord, subject to the terms and conditions of this Lease.

(b) Without limiting the foregoing, Tenant and Tenant's customers, employees and agents shall have the non-exclusive right to use the driveway, ingress and egress areas located on Landlord's Property and depicted on Exhibit A attached hereto, including without limitation, the drive lane adjacent to the ATM Facility as shown on Exhibit A attached hereto (the "**ATM Lane**") in connection with the use, maintenance and repair of the Premises. Landlord shall not alter the configuration of the ATM Lane in any way whatsoever without the prior written approval of Tenant, which consent will not be unreasonably withheld or delayed.

### SECTION II TERM

#### Section 2.01 Term.

(a) Initial Term. The term of this Lease (the "**Term**") shall be for five (5) years commencing on December 1, 2014 and expiring on November 30, 2019.

(b) Tenant Termination Rights. In addition to any other rights granted to Tenant to terminate the Term of this Lease, Tenant shall have the right to terminate this Lease with or without cause upon giving Landlord at least four hundred fifty-five (455) days' prior written notice ("**Termination Notice**") of its election to terminate this Lease on the date set forth in the Termination Notice ("**Termination Date**"). In the event Tenant exercises its right to terminate, Tenant shall deliver to Landlord a termination fee equal to \$3,000.00 together with its Termination Notice. After the giving of a Termination Notice, Tenant shall continue to be subject to the terms of the Lease, including the payment of Rent as it comes

due, until the Termination Date. Upon the Termination Date, the term of this Lease shall expire, and Tenant shall surrender the Premises in accordance with Section XXI of this Lease.

### SECTION III RENT

Section 3.01 Rent. During the Term of this Lease, Tenant shall pay Landlord Base Rent in the amount of \$9,000.00 per annum payable in monthly installments of \$750.00 each.

Section 3.02 Payment of Rent. The monthly Base Rent shall be paid on or before the first day of each month in advance at the notice address for the Landlord set forth in this Lease, or at such other place designated by Landlord, without any prior demand therefor, and without any deduction or set-off whatsoever (except as provided herein), prorated for any partial month. As used herein, "Rent" shall mean Base Rent and any other sums or charges due and payable by Tenant hereunder. Tenant shall also pay when due all other amounts, liabilities or obligations that Tenant expressly assumes or agrees to pay under this Lease and any fine, penalty, interest, charge and cost that may be added for nonpayment or late payment of such items. Any sum due from Tenant to Landlord under this Lease which is not paid when due, and Tenant fails to pay such sum within ten (10) days after receipt of written notice from Landlord, shall bear interest from the date due until the date paid at the annual interest rate of eight percent (8%), but in no event higher than the maximum interest rate permitted by law.

Section 3.03 Gross Rent. This Lease is intended to be a "gross" lease and, therefore, the Base Rent shall be deemed to include all real estate taxes attributable to Landlord's Property and the Premises (except as provided in Section 6.02 below) and all operating expenses incurred by Landlord in connection with maintaining Landlord's Property and the Premises.

### SECTION IV ALTERATIONS

Section 4.01 Alterations. Tenant may make such additions to, modifications to, or replacements of the ATM Facility or any other element of the ATM Facility as it may, from time to time, in its discretion deem desirable to provide continued, expanded, restricted, or otherwise altered service to the public; provided, however, that the obligations and duties of Landlord will not be materially increased without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed.

Section 4.02 Mechanic's Liens. Tenant shall not permit any liens to be filed against the Landlord's Property by reason of work, labor, services or materials supplied or claimed to have been supplied on or to the Premises as a result of actions by or contracts with Tenant. If any mechanic's lien is filed, Tenant shall cause the same to be released or bonded off as soon as reasonably practical, but in no event later than the earlier of (i) 120 days after the filing thereof or (ii) the date any action to foreclose such lien is filed.

### SECTION V UTILITIES

Section 5.01 Easements. Tenant shall have the right to bring in utilities to the Premises as Tenant's needs require. The utilities for the ATM Facility and the former branch bank will be separated by Tenant, at its expense. The utilities metered for the ATM Facility will be sufficient to keep the Tenant, grant and provide to Tenant any such easements and rights of way as may be reasonably necessary to allow any utility services to be brought to the Premises, provided such easements or rights

of way do not materially alter and/or reduce Landlord's remaining property and/or common areas or use thereof.

Section 5.02 Payment of Utilities. Tenant shall promptly, prior to delinquency, pay all utilities used or consumed by or supplied to Tenant in connection with the use of the Premises. All utilities serving the Premises shall be separately metered.

## SECTION VI TAXES

Section 6.01 Real Property Taxes. Landlord acknowledges that the Rent payable by Tenant includes all real property taxes attributable to the Premises. Landlord shall promptly, prior to delinquency, pay all real property taxes in connection with the Premises and the Landlord's Property. Upon request by Tenant, Landlord shall provide evidence of payment of such real property taxes.

Section 6.02 Personal Property Taxes. Tenant shall pay all personal property taxes relating to Tenant's personal property located on Landlord's Property in a timely manner. Upon Landlord's request, Tenant shall provide Landlord with evidence of such payment.

## SECTION VII USE OF PREMISES

Section 7.01 Use. Tenant may use the Premises for the operation of a drive through and walk-up ATM Facility with all of the services normally provided in other ATM Facilities, and any other legally permitted use. Tenant and Tenant's employees, customers, agents, invitees and licensees shall have the right to access the Premises twenty-four (24) hours a day, seven (7) days a week. Tenant's employees or agents shall have continuous access to other portions of the Landlord's Property reasonably required to repair and maintain the ATM Facility. Landlord will not allow blocking of the traffic pattern as required for access in and out of Premises. Nothing in this Lease shall restrict Tenant's right to operate (or to not operate) the ATM Facility on the Premises at those times and hours as Tenant determines in its sole discretion.

Section 7.02 ATM Safety. Landlord acknowledges that the operation of the ATM Facility must comply with all applicable federal, state, and local laws and regulations (and Tenant's regulations, standards, and procedures regarding user safety at ATMs), which, in part, require installation, maintenance, and operation of appropriate security devices and procedures, including, but not limited to, security lighting, surveillance cameras, alarm systems and physical barriers (collectively, the "Security Devices"). In addition, Landlord acknowledges that Tenant may be required by applicable federal, state and/or local regulations, and Tenant's user safety policies, to maintain certain minimum levels of candlepower for the lighting used with respect to its ATM Facility operations at the Premises. To the extent that, in order to satisfy such requirement, Tenant cannot practicably install all such lighting on the Premises, Landlord shall permit Tenant to place security lighting within the portions of Landlord's Property immediately surrounding the Premises at Tenant's expense, subject to Landlord's approval, in its reasonable discretion, of the location, size and appearance of such security lighting. Subject to Landlord's approval, in its reasonable discretion, Landlord acknowledges and agrees that Tenant may install, for the protection of users of the ATM Facility, any Security Devices. All compliance with applicable federal, state and/or local regulations, and Tenant's user safety policies shall be Tenant's responsibility and shall be performed at Tenant's sole cost and expense.

## SECTION VIII SIGNS

Section 8.01 Signage. Tenant shall have the right to erect and maintain on the ATM structure any signs necessary or desirable for the operation of Tenant's business (including, without limitation, signs on the ATM structure, on the canopy and surround of the ATM), and any directional sign for the ATM currently at the Premises. Tenant acknowledges that Tenant shall not have the use of the existing corner sign. Tenant shall maintain said signs in a good state of repair, and shall repair any damage which may have been caused by the erection, maintenance, existence or removal of such signs. In addition, on each ATM and AHD, if any, and in its proximity, Tenant may use its logo, service marks and other appropriate identifying signs. Such identification may include one or more of the following logos of Tenant and the "Cirrus", "MAC", "Magic Line", "MasterCard", "Money Station", "Plus", and "Visa" networks, and any other network in which Tenant allows cardholder access. Landlord acknowledges that all logos, service marks and other identifying signs installed at the ATM Facility by Tenant are and shall remain the exclusive property of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall remove the signs and repair all damage caused by such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

## SECTION IX ASSIGNMENT - SUBLEASE

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. In the event Landlord fails to approve or disapprove of a proposed assignment or sublease within fifteen (15) days after Tenant's request therefor, Landlord shall be deemed to have approved such assignment or subletting. Notwithstanding any assignment or sublease, unless expressly provided for by Landlord, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to assign this Lease or sublet all or any part of the Premises without the consent of Landlord to (1) any entity resulting from a merger or consolidation with Tenant or any organization purchasing substantially all of Tenant's assets, (2) any entity succeeding to substantially all the business of Tenant, (3) any subsidiary, affiliate or parent of Tenant, (4) any entity controlling, controlled by or under common control with Tenant, or (5) any entity resulting from the reorganization of Tenant outside of a bankruptcy reorganization. In such event, Tenant shall notify Landlord of such transfer within fifteen (15) days after such transfer. For purposes of this Lease "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

## SECTION X DEFAULT

Section 10.01 Events of Default. The occurrence of any one or more of the following shall be a "Default" under this Lease:

- (a) Tenant fails to pay any installment of Rent when due and such failure continues for 10 days after the date Landlord notifies Tenant of such failure; or,
- (b) Tenant fails to keep and perform any other of the covenants, agreements, obligations, terms or conditions of this Lease on the part of the Tenant to be kept and performed within 30 days after

notice identifying such failure has been given to Tenant by Landlord, provided that in the event such matter cannot be reasonably cured within such thirty (30) day period despite Tenant's diligent efforts then Tenant shall be permitted such reasonable time as reasonably required to cure such default provided that Tenant has commenced such cure within the thirty (30) day period and diligently prosecutes such cure to completion.

Section 10.02 Remedies. Landlord may exercise any one or more of the following rights or remedies upon the occurrence of a Default:

(a) Landlord may, with process of law, re-enter and take possession of the Premises without terminating the Lease, and lease the Premises for the account of Tenant, holding Tenant liable for all costs of Landlord in reletting the Premises and for the difference in the amount received by such reletting and the amounts payable by Tenant under the Lease. Upon such re-entry, all right of Tenant to occupy the Premises shall end and Landlord shall have the right to repossess the Premises and to expel and remove Tenant and every other person occupying the Premises. Neither the termination of the right of Tenant to occupy the Premises nor such re-entry by Landlord shall relieve Tenant from its obligation to pay Rent and to perform and observe all of Tenant's agreements and obligations.

(b) Landlord may terminate this Lease and, with process of law, exclude Tenant from possession of the Premises and may (but is not required to) use commercially reasonable efforts to lease the Premises to others, holding Tenant liable for the difference in the amounts received from such reletting and the amounts payable by Tenant under the Lease.

(c) Landlord may take any action at law or in equity as may appear necessary or desirable to collect the Rent then due and thereafter to become due, or to enforce performance and observance of any agreements or obligations of Tenant under this Lease.

(d) Landlord may cure any Default for the account of and at the expense of Tenant; provided, however, that Landlord shall have the right in cases of emergency to immediately cure any failure by Tenant to perform any agreement or obligation to be performed by Tenant. If Landlord cures such Default (or in cases of emergency, cures any failure that would, with the giving of notice of passage of time or both, constitute a Default), Tenant shall pay the expenses of any such cure within 30 days after an invoice therefor is given.

Section 10.03 Landlord's Default. Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion) shall constitute a default and breach of this Lease by Landlord. In the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and be reimbursed by Landlord for such costs within thirty (30) days after Landlord's receipt of an invoice therefor; (b) in the event Landlord's default involves Landlord's failure to pay any amounts owed to Tenant, Tenant may deduct the amounts owed to Tenant from the installments of Rent next falling due; and (c) to pursue the remedy of specific performance. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate Tenant to perform Landlord's repair obligations.

Section 10.04 Survival of Right of Reimbursement. Nothing contained herein shall be construed to adversely affect the right of either party to reimbursement for claims arising prior to termination of this Lease. All such rights contained herein shall survive the termination of this Lease for any reason whatsoever, including expiration of the Lease Term.

Section 10.05 Remedies Cumulative. The remedies herein are cumulative to and not in lieu of any other remedies available to either party at law or in equity. The use of any one remedy shall not be taken to exclude or waive the right to use any other remedy. Any remedy may be exercised concurrently or successively.

Section 10.06 Operating Covenant. During the Term hereof, Tenant shall operate the ATM and keep same in good condition and repair in a fashion comparable to Tenant's other ATM locations.

## SECTION XI REGULATED MATERIALS

(a) For purposes of this Section and Section XII, the following terms shall be defined as set forth below:

(i) The term "Regulated Material" shall mean solid waste, hazardous substances, hazardous waste, hazardous materials, asbestos containing materials, petroleum or any fraction thereof, pollutants, irritants, contaminants, toxic substances, or any other materials respectively defined as such in, or regulated by any applicable Environmental Law;

(ii) The term "Environmental Law" shall mean any Federal, state, or local law, regulation, or ordinance governing any Regulated Material for the protection of human health, safety or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Disability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Safe Drinking Water Act, and the Oil Pollution Act of 1990, in each case as amended.

(b) In the event (i) any federal, state or local law, rule, regulation or judicial decision relating to a "Regulated Material" and/or "Environmental Law" shall prohibit or materially restrict Tenant's performing its obligations hereunder; (ii) Landlord shall commit a material breach of this Lease with respect to a "Regulated Material" and/or "Environmental Law" and shall fail to correct, cure or remedy the breach within thirty (30) days after receipt of written notice thereof from Tenant; or (iii) the Landlord's Property or the Premises are found to be in violation of any Environmental Laws or to contain any Regulated Material requiring remediation pursuant to any Environmental Laws, and provided that such violation or the presence of such Regulated Material were not caused solely by Tenant, its agents, employees or independent contractors; then, Tenant, at its option, may by written notice to Landlord terminate this Agreement effective upon receipt of such notice, Landlord shall return any deposits or prepaid rents made by Tenant, and both parties shall be released from any further obligations under this Lease, except as otherwise specified herein.

## SECTION XII INDEMNIFICATION

Section 12.01 Tenant Indemnification of Landlord. Tenant shall indemnify and hold Landlord harmless from and defend it against any and all claims, liabilities, obligations, losses, damages, actions, judgments, suits, costs, expenses (including reasonable attorneys' fees) arising out of any injury to or



death of persons or damage to property on or about the Premises to the extent caused by the negligence or willful misconduct of Tenant or its agents, employees, or independent contractors.

Section 12.02 Landlord Indemnification of Tenant. Landlord shall indemnify and hold Tenant harmless from and defend it against any and all claims, liabilities, obligations, losses, damages, actions, judgments, suits, costs, expenses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising out of (i) any injury to or death of persons or damage to property on or about Landlord's Property to the extent caused by Landlord or its agents, employees, or independent contractors, or (ii) the presence of a Regulated Material on, under or about the Premises or Landlord's Property, if caused by Landlord, its agents, employees or independent contractors (so long as the Regulated Material was not placed on Landlord's Property or the Premises by Tenant or Tenant's agents, employees or independent contractors).

Section 12.03 Survival. The provisions of this Section XII shall survive the expiration or earlier termination of this Lease with respect to the matters accruing prior thereto.

### SECTION XIII APPLICABLE LAW

The parties hereto do hereby agree that this Lease is governed by the laws of, and that all matters of dispute that are to be settled by litigation, negotiation or arbitration at any time by reason of the terms of this Lease shall be negotiated, tried, litigated, conducted and arbitrated in, the County and State in which the Landlord's Property is located.

### SECTION XIV NOTICES

All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, as follows:

If to Tenant:	KeyCorp/KeyBank National Association Attn: RE Asset Mgr —PID 2036
by mail to:	P.O. Box 94839 Cleveland, Ohio 44101-4839
by overnight courier to:	Mailcode: OH-01-10-0605 100 Public Square Suite 600 Cleveland, OH 44113-2207
If to Landlord:	Robert Stein, Trustee 178 Windfall Creek Drive Chapel Hill, NC 27517

or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or three (3) business days after posting in the United States mail or one (1) business day after deposit with a nationally recognized overnight courier service.

## SECTION XV PARKING

Tenant shall have the non-exclusive right to use up to three (3) parking spaces within the parking facilities located on the Landlord's Property for the accommodation and parking of vehicles of Tenant, its officers, agents and employees, and its customers. Tenant agrees that its officers, agents and employees will park their vehicles only on such areas as Landlord from time to time reasonably may designate as employee parking areas. Landlord will not cause the traffic pattern to be blocked as required for ready access in and out of the ATM Facility 24 hours a day, 7 days a week. Tenant acknowledges that Landlord makes no warranty and shall have no responsibility for the safety of the parking lot.

## SECTION XVI INSURANCE

Section 16.01 Tenant's Insurance. Tenant shall maintain a commercial general liability insurance policy on an occurrence basis against claims for bodily injury, death or property damage with blanket contractual, personal injury, products and completed operations, broad form property damage and extended bodily injury coverages. Such insurance shall be maintained with a combined single limit of no less than \$1,000,000.00, which may be achieved through a combination of primary and excess policies. Tenant shall make available to Landlord certificates of insurance upon commencement of this lease and annually thereafter. Tenant shall have the right to self-insure with respect to its insurance obligations described herein. Tenant acknowledges that the ATM and all personal property of Tenant shall be kept on the Premises at Tenant's sole risk.

Section 16.02 Landlord's Insurance: Landlord shall maintain a commercial general liability insurance policy on an occurrence basis against claims for bodily injury, death or property damage with blanket contractual, personal injury, products and completed operations, broad form property damage and extended bodily injury coverages. Such insurance shall be maintained with a combined single limit of no less than \$1,000,000.00, which may be achieved through a combination of primary and excess policies.

Section 16.03 Waiver of Subrogation. Landlord and Tenant release each other from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Premises suffered by or caused by any of the perils covered by any property insurance policy to the extent of such insurance, notwithstanding the fact that such peril shall have been caused by the fault or negligence of the other party. Each party shall request that its insurers provide said waivers, and each party shall obtain any special endorsement that may be required to evidence compliance with the waivers. If either party is unable to obtain such waivers from its insurer, that party shall notify the other party, and this section shall be suspended and of no force or effect until both parties can once again obtain the insurer's waiver of its subrogation rights.

## SECTION XVII MAINTENANCE

Section 17.01 Tenant's Maintenance. Subject to Landlord's obligations described herein, Tenant shall at all times during the Term of this Lease keep and maintain in good order, condition and repair the ATM, the AHD, if any, and the facility housing such devices.

Section 17.02 Landlord's Maintenance. Except as set forth herein, Landlord shall, at its sole cost and expense, at all times during the Term of this Lease keep and maintain in good order, condition and repair Landlord's Property, the ATM Lane, the common areas, sidewalks and customer parking



areas necessary for the operation of the ATM. Provided however, Tenant, at Tenant's cost, shall provide snow removal and ice treatment as necessary for use of the ATM, including without limitation, from the ATM Lane.

## SECTION XVIII SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

Section 18.01 Subordination and Attornment. Subject to the provisions of this Section XVIII, this Lease is and shall be expressly subject and subordinate at all times to (a) any present or future ground, underlying or operating lease of the Landlord's Property, and all amendments, renewals and modifications to any such lease (collectively, the "Ground Leases"), and (b) the lien of any present or future mortgage or deed of trust encumbering fee title to the Landlord's Property and/or the leasehold estate under any Ground Leases (collectively, the "Mortgages"). If any such Mortgage is foreclosed, or if any such Ground Lease is terminated (or if the Landlord's Property is transferred in lieu of foreclosure or termination), then upon request of the mortgagee, beneficiary or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or transfer or to the lessor under such Ground Lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, beneficiary, lessor or purchaser at foreclosure or transfer, as the case may be, to execute such subordination and/or attornment instruments as may be required by such person (so long as such instruments are commercially reasonable) within twenty (20) days of request therefor to confirm such subordination and/or attornment (subject to the provisions of Section 18.02) in a form reasonably acceptable to Tenant.

Section 18.02 Non-Disturbance. Tenant's agreement to subordinate this Lease to any Ground Leases or Mortgages shall not be effective unless and until the mortgagee, beneficiary or lessor, as the case may be, shall execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant, providing, among other things, if any such Mortgage is foreclosed, or if any such Ground Lease is terminated (or if the Landlord's Property is transferred in lieu of foreclosure), such mortgagee, purchaser or lessor, as the case may be, shall agree to accept this Lease and not disturb Tenant's occupancy (so long as Tenant is not in default hereunder beyond all applicable notice and cure periods) (the "SNDA"). Tenant shall execute, attest, and notarize any SNDA required to be executed by Tenant under this Section XVIII within twenty (20) days of request therefor by any mortgagee, beneficiary or lessor, as the case may be.

Section 18.03 Current Mortgagee. Simultaneous with the execution of this Lease by Landlord and Tenant, Landlord shall cause any mortgagees currently holding Mortgages encumbering fee title to the Landlord's Property to enter into a commercially reasonable SNDA with Tenant.

## SECTION XIX EMINENT DOMAIN

Section 19.01 Taking. If the whole of the Premises, the ATM Lane and/or the adjacent escape lane or such part thereof as shall substantially interfere with Tenant's use or occupancy thereof, shall be taken for any public or quasi-public purpose by any power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking (the "Taking"), Tenant may, at Tenant's option, terminate this Lease effective as of such Taking by written notice to Landlord within thirty (30) days after the Taking by said authority. If Tenant does not elect to terminate, this Lease shall continue in full force and effect except that the Base Rent shall be equitably reduced and Tenant, at Tenant's expense, shall promptly proceed to restore the Premises to a condition as nearly equivalent as feasible to their condition prior to said taking (subject to Tenant's receipt of any Award).

Section 19.02 Restoration. If the amount of Premises, the ATM Lane and/or the adjacent escape lane or the type of estate which is the subject of a Taking does not substantially interfere with Tenant's use or occupancy of the Premises, this Lease shall not terminate except that the Base Rent shall be equitably reduced and Tenant, at Tenant's expense, shall promptly proceed to restore the Premises to a condition as nearly equivalent as feasible to their condition prior to said taking (subject to Tenant's receipt of any Award)

Section 19.03 Award. Any Award (as hereinafter defined) arising from a total or partial Taking of the Premises, Tenant's leasehold estate pursuant to this Lease, the Tenant improvements or any other improvements shall be allocated between Landlord and Tenant in accordance with the following:

- (a) Tenant shall be entitled to any portion of the Award attributable to the Tenant improvements (including the ATM facility).
- (b) Landlord shall entitled to the balance of the Award.

Section 19.04 Award. An "Award" is defined as the amount by which an award for, or proceeds of, a Taking exceeds all reasonable expenses incurred in connection with, and in anticipation of, a Taking. Expenses include reasonable fees and expenses for attorneys and expert witnesses. Awards shall be paid to Landlord by the appropriate taking authority. The share of any Award to which Tenant is entitled pursuant to this Lease shall be remitted to Tenant promptly after the later to occur of the date on which the Award is received by Landlord or the date on which the amount of Tenant's share is determined in accordance with this Section.

## SECTION XX DESTRUCTION OF PREMISES

Section 20.01 Damage or Destruction of Premises. If the Premises or any improvements located thereon, shall be destroyed or damaged at any time during the Term then in effect, and such destruction or damage may reasonably be repaired within sixty (60) days from the happening of such destruction or damage (as reasonably determined by Tenant), Tenant shall not be entitled to terminate this Lease, but in case of any such destruction or damage, Tenant shall, at Tenant's expense, repair the same with all reasonable speed. Tenant shall deliver to Landlord within thirty (30) days after the date of such damage or destruction Tenant's estimate with respect to the length of time reasonably required to repair such damage or destruction (the "Repair Estimate"). In the event that any destruction or damage cannot reasonably be repaired within sixty (60) days from the happening of such destruction or damage, Tenant shall have the right to terminate this Lease by giving written notice to Landlord within thirty (30) days from Tenant's preparation of the Repair Estimate and delivery thereof to Tenant. If Tenant does not elect to terminate this Lease as provided herein, Tenant shall, at Tenant's expense, repair the same with all reasonable speed as described herein. If the cost to so rebuild or reconstruct shall exceed the proceeds of any insurance, Tenant shall be liable for any such deficit. If, however, the proceeds of any insurance covering such damage or destruction exceed the cost of repair or reconstruction, such excess shall belong absolutely to the Tenant.

Section 20.02 Damage or Destruction of the Common Areas. If the common areas, or a substantial part thereof, shall be destroyed or damaged at any time during the Term then in effect, Landlord shall, at Landlord's expense, repair the same with all reasonable speed. If Landlord fails to complete such repairs within sixty (60) days from the happening of such destruction or damage, and such damage substantially interferes with Tenant's or Tenant's Agents' use or occupancy of the Premises or access to the Premises, Tenant shall have the right to terminate this Lease by thereafter providing written notice of such termination to Landlord.

## SECTION XXI SURRENDER

Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon the Expiration Date in the condition required below, subject to reasonable wear and tear, eminent domain and damage and destruction of the Premises by fire or other casualty. Upon the expiration of this Lease, Tenant shall remove all of Tenant's trade fixtures and other personal property in the Premises, including, without limitation, the ATMs and the AHDs and the guard posts. Tenant shall repair any damage caused by such removal, including repairing the concrete pad. Landlord acknowledges and agrees that any ATMs, AHDs and similar devices located on the Premises (including, without limitation, the contents of such devices) shall remain the exclusive property of Tenant.

## SECTION XXII HOLDING OVER

Any holding over after the expiration of the Term shall be construed to be a tenancy from month to month on the same terms and conditions herein specified, so far as applicable, except that the monthly Rent shall be 125% of the rate in effect immediately prior to such expiration.

## SECTION XXIII QUIET POSSESSION

Landlord shall place Tenant in the peaceful and undisturbed possession of the Premises upon the full execution of this Lease. Provided Tenant is not in default hereunder (after the expiration of all applicable notice and cure periods), Landlord shall secure to Tenant the quiet and peaceful possession of the Premises during the Term. Landlord shall not cause access to the ATM Facility to be obstructed or impaired, nor shall Landlord alter pedestrian traffic flow patterns within the Landlord's Property in such a way as to make the ATM Facility less convenient to Tenant's customers desiring to utilize such ATM Facility.

## SECTION XXIV SEVERABILITY

Should any term, covenant, condition, provision, sentence or part thereof of this Lease be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.

## SECTION XXV BROKER'S COMMISSION

Landlord warrants, which warranty shall survive the execution of this Lease, that no brokerage fee or other compensation is due any real estate broker or other person or entity by reason of this transaction, except that commission payable to Equity, Inc. (Kelly Gray) by Landlord. Tenant warrants, which warranty shall survive the execution of this Lease, that no broker induced Tenant to enter into this transaction other than Jones Lang LaSalle Americas, who shall be paid by Tenant. Landlord and Tenant each agree to indemnify, defend and hold harmless the other from any breach of said warranties.

## SECTION XXVI SUCCESSOR - ENTIRETY

This Lease shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. This Lease may be modified in writing only, and it constitutes the entire agreement of the parties, who acknowledge that no oral or other representations have been made by themselves or any agent of either of them with respect to the conditions of the Premises or any obligation of Landlord hereunder or otherwise.

## SECTION XXVII MEMORANDUM OF LEASE

This Lease shall not be recorded, but at the option of either party hereto a Memorandum of Lease shall be executed and recorded describing the ATM Facility and the Premises, stating the Term (including the actual dates of commencement and termination of the Term and renewal rights, if any), containing such other provisions of this Lease as either party may request, and referring to this Lease. All governmental charges attributable to the execution or recording of the Memorandum of Lease shall be charged to and be paid by the party requesting the recordation thereof.

## SECTION XXVIII MISCELLANEOUS

Section 28.01 Limitation of Liability. IN NO EVENT SHALL TENANT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THIS LEASE OR TENANT'S PERFORMANCE OF TENANT'S OBLIGATIONS HEREUNDER. IN ADDITION, IN NO EVENT SHALL LANDLORD BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THIS LEASE OR LANDLORD'S PERFORMANCE OF LANDLORD'S OBLIGATIONS HEREUNDER.

Section 28.02 Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

Section 28.03 Attorneys Fees. If either party to this Lease institutes litigation or other legal action to enforce its rights or remedies under this Lease, the successful party in such litigation or other legal action shall be entitled to reimbursement from the unsuccessful party in such litigation or other legal action of all reasonable fees, costs and expenses (including court costs and reasonable attorneys' fees) incurred by such successful party in connection with such litigation or other legal action.

Section 28.04 Waiver of Trial by Jury. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

Section 28.05 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 28.06 Survival. All provisions of this Lease which by their express terms survive termination or expiration of this Lease or which by the operation of their terms are intended to be performed, in whole or in part, after termination or expiration of this Lease, shall survive any termination of this Lease.

Section 28.07 Force Majeure. Neither Landlord nor Tenant shall be in default hereunder if such party is prevented from performing any of its obligations hereunder (except for Tenant's obligation to pay Rent, Landlord's obligation to pay any sums due to Tenant hereunder, and as otherwise expressly provided herein) due to any accident, natural disaster, strike, shortage of materials, acts of God or other causes beyond such party's reasonable control ("Force Majeure").

Section 28.08 Authority.

(a) Landlord's Authority. Landlord has full power and authority, and has obtained all necessary consents, to enter into and perform its obligations under this Lease, and has taken all necessary action to authorize the execution and delivery of this Lease by the persons executing and delivering this Lease on behalf of Landlord. This Lease is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

(b) Tenant's Authority. Tenant has full power and authority, and has obtained all necessary consents, to enter into and perform its obligations under this Lease, and has taken all necessary action to authorize the execution and delivery of this Lease by the persons executing and delivering this Lease on behalf of Tenant. This Lease is a legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms.

Section 28.09 Intentionally Omitted.

Section 28.10 Limitation of Liability of Landlord. Landlord, and if the Landlord shall be a partnership, corporation, limited liability company, tenancy-in-common, association or other form of business entity or joint ownership, its members shall have absolutely no personal liability with respect to any provision of this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations. Tenant shall look solely to the equity of the Landlord in the Premises at the time of the breach or default for the satisfaction of any remedies of Tenant. Such exculpation of liability shall be absolute and without any exception whatsoever.

Section 28.11 Relocation. Landlord reserves the right to relocate the Premises to another area within Landlord's Property, upon not less than six months' notice to Tenant. Such relocation shall be at the sole cost and expense of the Landlord. Costs shall include physical move of ATM and site prep of new location, including but not limited to cement pad, moving power lines, curbing as well as other costs normally associated with the physical move of the ATM, which may include expenses for Brinks and Diebold, or the like, for transporting cash, video, alarm and telecommunications installations. If Tenant notifies Landlord within thirty (30) days after Landlord notifies the Tenant that Tenant declines to accept the substituted Premises, then one hundred and twenty (120) days after such notice from Tenant, this Lease shall terminate and be null and void and neither party shall have any further responsibility to the other under this Lease. Further provided, however, Landlord reserves the right to revoke the relocation of the Premises by giving notice to Tenant within sixty (60) days after Tenant's notice to Landlord that the Tenant is unwilling to relocate.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written:

Landlord: AGREEMENT OF TRUST FOR ROBERT  
STEIN DATED MAY 21, 1996

[Signature] TRUSTEE  
ROBERT STEIN, TRUSTEE

Tenant:

KEYBANK NATIONAL ASSOCIATION

By: Diane G Mannarino

Name: Diane G Mannarino

Its: VP

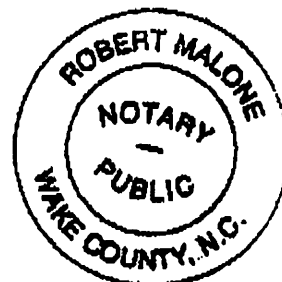
STATE OF N.C. )  
 )  
COUNTY OF WAKE )

BEFORE ME, a Notary Public, in and for said County and State, personally came Robert Stein, Trustee of the Agreement of Trust for Robert Stein dated May 21, 1996 who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of the Trust.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at  
Cary, North Carolina, this 17 day of June, 2014.

[Signature]  
Notary Public

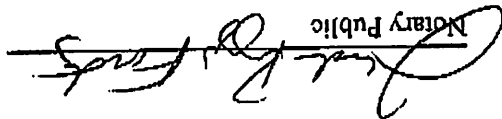
My Comm. Expires  
03/16/2015



STATE OF OHIO  
)  
) SS.  
) CUYAHOGA COUNTY

DEBORAH ME, a Notary Public, in and for said County and State, personally came the above named KeyBank National Association, a national banking association, by Debra G. McArthur, its Vice Pres, who acknowledged that She did sign the foregoing instrument and that the same is the free act and deed of said national banking association and the free act and deed of her personally and as such WP.

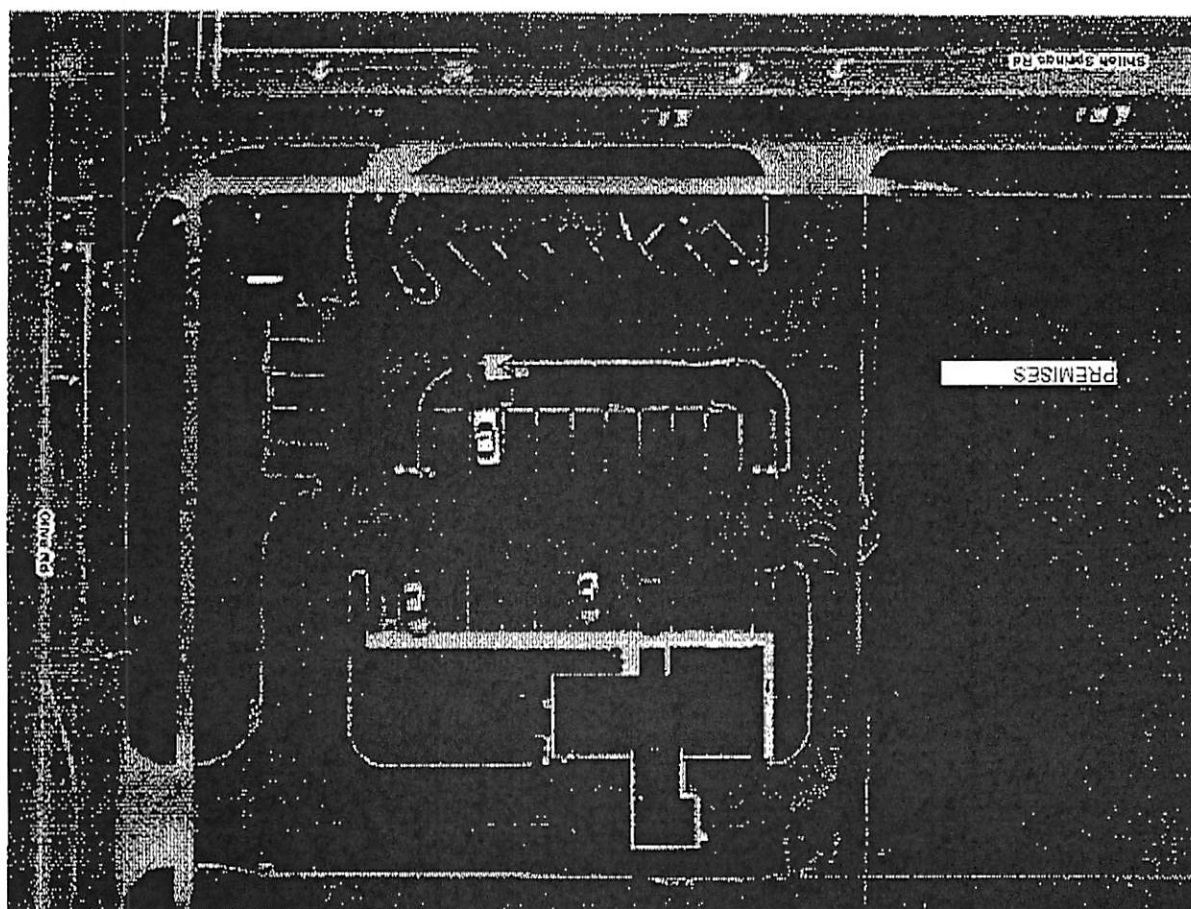
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, this 9 day of June, 2014.

  
Notary Public

LINDA ROZZO FOUTZ  
Notary Public, State of Ohio  
My Commission Expires Dec. 14, 2014

Dayton Trotwood PID 2036 ATM Ground Lease FINAL-6-6-14





DEPICTION OF PREMISES

EXHIBIT A

