Indiana & Ohio Rail Corp.

I & O Railroad — Brookville, IN
I & O Railway — Mason/Blue Ash, OH
I & O Eastern RR — Jackson, OH
I & O Central RR — Lancaster/Logan, OH

8901 Blue Ash Road
Cincinnati, Ohio 45242
(513) 891-9191

August 19, 1987

TO: City of Deer Park
Safety Service Director
Beech and Matson Ave.
Deer Park, OH 45236

FROM: Bradley T. Upham
Accountant
Indiana and Ohio Railway Co.

RE: Confirmation of Rental, License and Lease Contracts with I&O Ry.

As you may know, the Indiana and Ohio Railway Company acquired from ConRail on December 19, 1986 the Blue Ash Secondary Track. This is the railroad line which runs northward through the communities of Norwood, Pleasant Ridge, Silverton, Deer Park, Rossmoyne and Blue Ash.

The records we received from ConRail along with the purchase of the line indicate that you or your firm lease certain properties along this line:

Land located on either side of track, MP 46 to MP 47. Approx. 2.9 acres.

If you are interested in continuing thses services, then sign below and return this letter. We will be consolidating all of these lease accounts to be billed annually on January 1st of each year.

Thank you for your time and we hope to hear from you soon.

Sincerely,

B. T. Upham

Safety Service Director, City of Deer Park

COPY OF LEASE
WITH CONRAIL

1 round trip - M-F

TOM McOWEN Dec. 20
IND - OHIO RR Co.
P+G# 983-4629
AFTER DEC 232-7100
968 ASBURY RD
CINT O 45230
- Henry Weller -

Monday thru friday
1 run
round trip

P. Baker, Richard C. Bond, Jarvis Langdon, Jr.
as of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR,

77-08504

RE509
PRINTED IN U.S.A. 10-69

THIS AGREEMENT OF LEASE made the 18th day of January 19 74

WITNESSETH: That Lessee of the works and property of The Connecting Railway Company,

PARTIES hereinafter called Lessor, hereby leases to CITY OF DEER PARK, a municipal corporation of the State of Ohio (Address: Beech and Matson Avenues, Deer Park, Ohio 45236)
hereinafter called Lessee, in consideration of the rents to be paid and of the covenants and agreements hereinafter mentioned on the part of Lessee to be paid, kept and performed, the following described premises:

PREMISES SITUATED in the City of Deer Park, Hamilton County, Ohio, being all of Lessor's land extending from the south corporation line of the City of Deer Park to the north corporation line of said City as shown on Lessor's valuation maps V.1-Ohio/9 and V.1-Ohio/10, extending from survey station 473+68.8 near mile post "D" 47 north to survey station 527 + 81 near mile post "D" 46, excepting therefrom a strip of Lessor's land being 24 feet wide extending 12 feet on each side of the centerline of Lessor's railroad track, and further excepting therefrom any land previously leased to other individuals or corporations. The area of the land to be leased is 2.9 acres, more or less.

IMPROVEMENTS TOGETHER with the privilege of [redacted] maintaining thereon, at Lessee's sole cost and expense, but in all respects satisfactory to Lessor, the following improvements, upon the condition that Lessee shall not construct any other [redacted]

DEC 15 1986

The above described premises, together with any and all buildings or other structures and improvements thereon owned by Lessee, are hereinafter referred to as the demised premises.

LESSOR'S FACILITIES Lessor hereby reserves unto itself and its licensees the right and easement to construct, use, operate, maintain, repair and renew any pipe, conduit or tunnel, and any electric, communication or signal transmission lines, together with poles and guys therefor, and any other facilities of like character, as may now exist or may hereafter be placed upon, under or over the demised premises, it being agreed that this lease is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the demised premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or of its licensees or with any structures or facilities appurtenant to the business of Lessor or of its licensees.

TERM TO HOLD the demised premises for and during the term of One (1) year from ~~February~~ MARCH 1, 1974,

RENT (unless sooner terminated as hereinafter provided) for the rent or sum of Sixty - - -

IMPROVEMENTS Lessee shall keep its buildings and improvements constructed or placed upon the demised premises, in good order, repair and safe condition, it being understood and agreed that all such buildings and all such improvements made by Lessee as are removable without damage to the demised premises are the personal property of Lessee and shall be removed by Lessee upon expiration or other termination of this lease, except as herein otherwise provided.

SIDEWALK Lessee shall also keep sidewalks on or abutting the demised premises in good order, repair and safe condition, unobstructed and free from snow and ice.

PURPOSE 4. Lessee shall not use or occupy the demised premises for any other purpose whatsoever than: Public Parking and beautification.

ASSIGNING, UNDERLETTING 5. Lessee shall not assign or transfer this lease in whole or in part, or sublet the demised premises or any part thereof, without the prior written consent of Lessor; and Lessee shall not mortgage or otherwise encumber or permit to be encumbered the term or any continued term hereof, or any part thereof, or any structures now or hereafter placed on the demised premises, without the prior written consent of Lessor, and written consent to assign or transfer this lease in whole or in part, or to sublet the whole or any part of the demised premises, or to mortgage or otherwise encumber the term or any continued term hereof, or any part thereof, or any structures now or hereafter placed on the demised premises, shall not be deemed as waiving this restriction except to the extent of Lessor's said written consent, or as giving assent to any other or further assignment, subletting, mortgaging or encumbrancing. Any assignment or transfer by merger, consolidation, operation of law or proceedings in equity, bankruptcy, insolvency or reorganization, or any transfer of a controlling interest of the stock of Lessee to persons not now in control, shall be deemed to be an assignment within the meaning of this provision.

RIGHT TO INSPECT, PLACE SIGNS, ETC. 6. Lessee shall permit Lessor or its authorized agents to enter the demised premises for the purpose of inspecting the same at any reasonable time or times during the term or any continued term of this lease. Lessee shall permit Lessor, during the period of ninety (90) days prior to the expiration or other termination of the term or any continued term hereof, to post in a conspicuous place on the demised premises the usual notices of "For Rent" or "For Sale," which shall not be obstructed or mutilated by Lessee or by anyone acting for Lessee or at Lessee's direction and to permit Lessor to show the demised premises to persons interested in leasing or purchasing the same; and Lessee will not, in either event, make demand on Lessor for refund or reduction of rent or additional rents.

ADVERTISING 7. No advertising shall be placed upon the demised premises except to advertise Lessee's own business. All such advertising must have the prior written consent of Lessor.

ORDINANCES 8. Lessee, at its sole cost and expense, shall comply with and obey all laws, ordinances, rules, regulations and requirements of all Federal, State, Municipal, County, Town, Village or other governmental authorities and the various departments thereof now existing or hereafter created, so far as the same may affect the demised premises or the neighboring streets, roadways, sidewalks, alleys, areas or yards, or the use thereof.

EXTRA HAZARDOUS USE 9. Lessee shall comply with all regulations, recommendations, rules and requirements of the local board of fire underwriters and any insurance company which insures or participates in insuring the demised premises and Lessee shall not knowingly permit any article to be brought upon or any act to be done upon or about the demised premises that will cause cancellation of any policy of insurance thereon or increase rates for such insurance beyond those usually charged for similar properties used for the purpose herein authorized.

Without limiting the generality of the foregoing, Lessee shall not use or keep gasoline in any form upon the demised premises, except such as may be in the tanks of automotive equipment, or bring upon, store or allow to be stored upon the demised premises any materials of a dangerous or highly flammable nature or of such nature as to cause an extra fire risk or hazard, unless otherwise specifically provided herein.

INDEMNIFICATION 10. Lessee will be responsible for and will indemnify, save harmless and defend Lessor against and from any and all claims and suits for, and any and all liability, loss or expense arising from or incidental to or in connection with, damage to or loss of property of Lessor, Lessee, or of agents, servants or employees of either, or of any other person, and against and from any and all claims and suits for, and any and all liability, loss or expense arising from or incidental to or in connection with, injury to or death of persons, including agents, servants, or employees of Lessor or of Lessee, or any other person (including Lessee if a natural person), which said damage, loss, injury or death shall arise in any manner, directly or indirectly, out of or incidental to or in connection with, this lease or the demised premises, or the use or occupation thereof, including any appurtenant sidewalks or driveways.

Lessee specifically agrees to relieve Lessor of any and all liability for damage to contents of the demised premises owned by or in the custody of Lessee, or improvements therein owned by Lessee, whether damaged by fire and extended coverage perils or other casualty.

INSURANCE 11. Lessee shall provide and maintain in effect during the term and any continued term of this lease, a policy of public liability insurance, including contractual liability covering liability assumed by Lessee under the provisions of the foregoing Section 10 of Lessee's covenants herein. Said insurance shall be in limits of not less than $ $100,000. / $300,000. bodily injury and $ 100,000. property damage, and shall be in companies and form acceptable to Lessor.

Lessee, if requested by Lessor at any time or times, shall provide and maintain in effect during the term and any continued term hereof, fire and extended coverage insurance on any and all structures and improvements of Lessor on the demised premises, protecting Lessor in limits, companies and form acceptable to Lessor; and Lessee shall also provide and maintain in effect during the term and any continued term hereof, coverage against such other hazards as Lessor may from time to time require.

Policy or policies of fire, extended coverage or other insurance on property of Lessee or in Lessee's care and custody shall contain a waiver of subrogation against Lessor.

Lessee shall furnish to Lessor complete copies of all such insurance policies with evidence of payment of premiums therefor upon request of Lessor. All such policies shall be endorsed to provide not less than ten (10) days' notice to Lessor of any cancellation thereof and of any material change in coverage.

The providing of said insurance coverages shall not be deemed a limitation on the liability of Lessee as provided in this lease, but shall be additional security therefor.

PAYMENT IN LIEU OF INSURANCE 12. Lessee may in lieu of providing insurance herein required pay to Lessor the annual sum of $ first paragraph of Section 10 of this lease shall have no application insofar as Lessee's obligation to indemnify and defend Lessor is concerned. Notwithstanding anything herein to the contrary, however, payment of said annual sum shall not relieve Lessee of loss or damage for which Lessee is held liable, nor shall it waive in any way the conditions of the second paragraph of Section 10 of this lease or the third paragraph of Section 11 hereof.

ALTERATIONS 13. Lessee shall not make any alterations, additions or improvements on or to the demised premises without the prior written consent of Lessor, and all alterations, additions or improvements which may be made by either Lessor or Lessee upon the demised premises, unless herein otherwise provided, and except the personal property of Lessee as defined in Section 3 of Lessee's covenants herein, shall be property of Lessor and shall remain upon and be surrendered with the demised premises as part thereof at expiration or other termination of this lease without disturbance, molestation or injury.

RESPONSIBILITY OF LESSEE TO ITS EMPLOYEES 14. Lessee, in the performance of any and all work by Lessee under the terms of this lease or otherwise, upon or adjacent to the demised premises, will furnish all labor and supervisory forces of every kind and Lessee shall employ, pay from Lessee's own funds and have the right to discharge all persons engaged in the performance of such work and all such persons shall be and remain the sole employees of Lessee and subject to Lessee's exclusive supervision, direction and control.

LIENS AND CHARGES 15. Lessee, within sixty (60) days after completion of any construction, alteration, repair or improvement in or upon the demised premises, shall furnish to Lessor a certified statement that all charges for labor and materials furnished have been paid, together with releases of liens.

The creation or imposition of any lien or charge upon the demised premises through acts or omissions of Lessee, its agents, contractors or sub-contractors, shall be deemed a default under the provisions of this lease.

In the event any such lien or charge shall not be paid or bonded by Lessee within fifteen (15) days after the lien or charge accrues, Lessor shall have the right to pay such lien or charge and Lessee shall repay the cost to Lessor, as additional rent hereunder, with interest at six percent (6%) per annum from the date of payment by Lessor, promptly upon rendition of bill therefor. Nothing in this paragraph or in any other paragraph of this lease shall be construed as authority to Lessee to create any lien on the Lessor's interest in the demised premises.

UTILITIES 16. Lessee, at its sole cost and expense, shall arrange for and obtain necessary heat, water, electricity and other utility services required for its use. In the event it is impossible or impracticable to secure any of such services other than through facilities owned by Lessor, Lessee shall install at its expense necessary connections, supply lines and (where permitted by law) meters to measure Lessee's consumption of such services and shall pay to Lessor upon demand, as additional rent, any costs incurred by Lessor for any such installation and, further, shall pay for such services, upon demand, as additional rent, at reasonable rates as determined by Lessor. Lessor shall not be liable for any temporary suspension of any such services.

IT IS HEREBY MUTUALLY COVENANTED AND AGREED THAT:

REMOVAL 1. Upon the expiration of the term or any continued term hereof, or upon any other termination of this lease for reasons other than default on the part of Lessee, Lessee, at Lessee's sole cost and expense, shall remove from the demised premises any materials, buildings and structures, including foundations, not owned by Lessor, and all waste, rubbish and debris, fill in all holes and depressions, level off the surface of the land, and restore the demised premises to as good condition as they were in before such property was erected or placed thereon, and all such work of removal and restoration shall be completed prior to the expiration or other termination of this lease. Should Lessee fail, neglect or refuse to so remove such property and restore the premises as aforesaid, then and in such event Lessor may, after first giving Lessee ten (10) days' notice in writing, which are hereby expressly given it, enter upon the premises and remove such property and restore the premises as aforesaid, all at the expense of Lessee, which expense Lessee hereby expressly agrees to pay promptly upon demand, or to sell any of such property and retain the proceeds of such sale and to deliver such property to the purchaser or purchasers thereof free and clear of any right, title or interest therein of Lessee or of any person or corporation claiming through or under Lessee and without any liability whatsoever to Lessee or to any other person or corporation. If upon sale or removal of any of such property, Lessor may retain and use the same for any purpose whatsoever free and clear of any right, title or interest therein of Lessee or of any person or corporation claiming through or under Lessee and without any liability whatsoever to Lessee or to any other person or corporation.

The provisions of this lease are severable and it is the intention of the parties hereto that if this lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the lease shall full force and effect as completely as if the part or parts held invalid had not been included therein.

Marginal notes used herein are placed for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise.

All additions, changes or deletions herein were made prior to execution by either party, except that additions, changes or deletions made after execution by one party and before execution by the other shall be marginally initialled by both parties.

If the demised premises are located either in the states of Illinois or New Jersey this lease shall be subject to the approval, if necessary, of the Illinois Commerce Commission or the New Jersey Board of Public Utility Commissioners, as the case may be, to the extent required by law.

ADDITIONAL PROVISIONS FORMING A PART OF THIS LEASE

Lessee shall and will at its own cost and expense construct and maintain a barricade between the leased premises and remaining land of Lessor. Said barricade shall insure that no portion of any vehicle or other obstruction extends closer than 12 feet from the centerline of Lessor's railroad track.

Lessor retains the right to control and license, as it sees fit, any utility lines extending upon, over, under or along the leased premises.

77-085048 OP

The Connecting Ry.

To

The City of Deer Park

088-8290-10

C

~~OHJ610~~-

OHJ10C-~~[illegible]~~ 207

Reg. #260414

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this lease in duplicate the day and year first above written.

As to Lessor
Witness:

R. D. Thielfeld

Ruth Harpring

George P. Baker, Richard C. Bond, Jervis Langdon, Jr.
Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR.

Lessee aforesaid
By J. E. Sandefur

J. E. Sandefur, Manager-Real Estate

As to Lessee
Witness:

CITY OF DEER PARK

By: [signature] (SEAL)

(SEAL)

(SEAL)

[illegible]AGE II. In case any building of Lessor on the demised premises shall be partially damaged by fire or any other casualty but not rendered untenantable thereby, the same shall be repaired by Lessee promptly upon receiving Lessor's approval of estimated costs furnished by Lessee for restoration of the demised premises to their former condition; and Lessor will reimburse Lessee to the extent of any insurance proceeds received by Lessor but not, however, to exceed the cost to Lessee of the repairs as made.

In case any such damage shall be so extensive as to completely destroy such building or render it untenantable and the demised premises without the use of such building are substantially useless to Lessee, then the rent shall be apportioned up to the time of such damage and such building shall be rebuilt or put in repair by Lessor, but Lessor may elect not to rebuild or repair such building and may retain all insurance proceeds; and upon being notified by Lessor that Lessor elects not to rebuild or repair, Lessee shall have the option to surrender this lease and thereupon this lease shall cease, terminate and come to an end. If Lessor elects to rebuild or repair such building, Lessee shall be under no obligation to pay rent until such time as rebuilding or repairing is completed to an extent making such building tenantable.

The provisions of the foregoing two (2) paragraphs of this Section II shall be operative only if such damage or destruction was not caused by carelessness, negligence or improper conduct of Lessee or of agents, servants or employees of Lessee. If such damage or destruction is caused by carelessness, negligence or improper conduct of Lessee or of agents, servants or employees of Lessee, this lease shall continue in full force and effect and Lessee shall continue to pay the rent reserved without diminution, reduction or abatement and Lessee shall have no option to surrender this lease. In such case Lessee shall promptly repair or rebuild such building and restore the demised premises to their former condition, but Lessor will reimburse Lessee to the extentof proceeds received by Lessor from insurance paid for by Lessee, but not to exceed the cost to Lessee of the repairs as made.

For purposes of this Section II, the word "building" shall be read in plural where there is more than one building on the demised premises and for purposes of this paragraph the word "building" shall be construed as including any and all improvements now or hereafter constructed or placed upon the demised premises by Lessor. If any improvements made by Lessee shall be damaged or destroyed by fire or other casualty, there shall be no abatement or diminution of rent or additional rents.

TERMINATION III. Either Party / the other Party shall have the right to terminate this lease at any time during the term or any continued term hereof by giving to ~~[illegible]~~ at least thirty (30) days' written notice of intention to terminate this lease and upon the date of termination specified in such notice this lease shall cease, terminate and come to an end. In the event of the expiration or termination of this lease, whether under the provisions of this Section III or otherwise, Lessee shall quit and deliver possession of the demised premises to Lessor on or before such date of expiration or termination.

TERMINATION IN EVENT OF CONDEMNATION IV. If the whole or any substantial part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then in that event the term of this lease shall cease from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of the lease.

HOLDOVER CLAUSE V. If Lessee, with consent of Lessor, holds over and remains in possession of demised premises after expiration of said term, this lease shall be considered as renewed, and shall continue in effect from month to month upon the same terms and conditions as are herein contained, until terminated [illegible], in the manner herein provided and with like effect. In case Lessee without written consent of Lessor vacates demised premises before expiration of said term, full rent for the current term shall then and thereupon become at once due and payable as if originally so provided herein as liquidated damage and not as a penalty.

[illegible] IN EJECTMENT, ETC. (TO BE DELETED IN LEASES IN ALL STATES BUT PENNSYLVANIA) VI. If default shall be made in Lessee's covenants herein to pay rent or additional rents, or if default shall be made in any other covenants and agreements herein contained on the part of Lessee to be kept or performed, and if any such default shall not be cured within thirty (30) days after Lessee has been given written notice by Lessor to do so, or if the demised premises shall not be used by Lessee for the purposes herein authorized for a period of more than thirty (30) days, or if the demised premises shall at any time be used for purposes other than as herein permitted, or if Lessee shall file or suffer to be filed against it a petition in bankruptcy, or if Lessee shall be declared bankrupt or insolvent according to law, or if a receiver or trustee be appointed for the property of Lessee, or if Lessee shall make a general assignment for the benefit of creditors, then in any of such cases, this lease may, at the option of Lessor, forthwith be terminated by Lessor without any right on the part of Lessee or those claiming under Lessee to save the forfeiture by payment of rent or additional rents due or by performance of the other covenants, terms and conditions thus violated; and thereupon any attorney, as attorney for Lessee, at the request of Lessor, immediately thereafter may sign an agreement for entering in any competent court an amicable action and judgment in ejectment to any term then past or present (without any stay of execution or appeal) against Lessee and all persons claiming under Lessee for recovery by Lessor of possession of the demised premises and also may sign and confess judgment for all arrearages of rent or additional rents, damages, costs and charges payable by Lessee, if any without any liability on the part of said attorney, for which this shall be a sufficient warrant; and thereupon a writ of possession with a clause of execution for such arrearages of rent, or additional rents, damages, costs and charges payable by Lessee, if any, and the costs according to law, as in cases of ejectment, may issue forthwith without any prior writ or proceeding whatsoever and so from time to time as often as any breach by Lessee of any of the covenants, terms and conditions of this lease shall occur; and Lessee hereby releases to Lessor all errors and defects whatsoever in entering such action or judgment, or causing such writ of possession to be issued, or in any proceeding thereon or concerning the same, and hereby agrees that no writ of error or objection or exception shall be made or taken thereto; and a copy of this lease, with any modification thereof, being filed in said action, it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding. No such termination of this lease, nor taking or recovering possession of the demised premises shall deprive Lessor of any other action against Lessee for possession, for rent or additional rents or for damages, costs and charges as herein provided, nor shall any distress or suit for rent or additional rents or damages prevent Lessor from proceeding to recover possession on any breach by Lessee of any of the covenants, terms or conditions hereof and Lessor shall have the further right in the event of any subsequent default or defaults to bring one or more further amicable actions in the manner as hereinbefore set forth to recover possession of the demised premises for such subsequent defaults.

REFUND VII. In the event of termination of this lease by Lessor for any cause other than default or failure to comply with the terms of this lease by Lessee and if rent shall have been paid by Lessee in advance to a day subsequent to the date of such termination of this lease, then Lessor shall refund and repay to Lessee and Lessee shall receive and accept as full payment for all loss, damages and demands occasioned by such termination of this lease, the apportioned amount of rent so paid by Lessee in advance for that portion of the term or continued term so avoided, except that no refund will be made of any amount less than Ten Dollars ($10.00). Lessee shall remain liable for the payment of real estate taxes and other charges assessed or imposed upon Lessee's buildings or improvements or in connection therewith which may have accrued to date of such termination, and other taxes and assessments which Lessee is obligated to pay as additional rent hereunder shall be prorated to the date of termination.

Lessor shall not be obligated to reimburse Lessee for any expenditure by Lessee for construction of improvements, or for alterations, on or to the demised premises and Lessee hereby expressly waives any claim against Lessor for such reimbursement.

SUBORDINATION VIII. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee; however, in confirmation of such subordination, Lessee shall execute promptly any certificate to that effect upon request by Lessor. Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

INABILITY TO PERFORM IX. This lease and obligation of Lessee to pay rent or additional rents hereunder and to keep and perform all other covenants and agreements hereunder on part of Lessee to be kept or performed shall in no wise be affected, impaired or excused because Lessor is unable to fulfill any of its obligations under this lease, or is unable to supply, or because Lessor is delayed in supplying, any service expressly or impliedly to be supplied by Lessor, or is unable to perform, or because Lessor is delayed in performing, any work or service for which it is liable hereunder, if Lessor is prevented or delayed from so doing by reason of labor troubles or any outside cause beyond control of Lessor including, but not limited to, governmental action or preemption, act of God, war or civil commotion.

LOSS OR DAMAGE TO PERSON OR PROPERTY X. Lessor shall not be liable to Lessee for any loss, injury or damage which may happen to the person (if Lessee is a natural person) or property of Lessee, of Lessee's employees or of persons claiming under Lessee, while on or about the demised premises, caused by theft, fire, or by the handling of electrical installations, or by accident to or breakage of any of the machinery, piping or plumbing, fixtures or other appurtenances connected with any building upon the demised premises, or by water, rain or snow which may leak into, issue or overflow from any part of any such building.

DEFAULT REMEDIES XI. The actions and remedies provided in this lease in case of default shall not be deemed exclusive but shall be in addition to all other actions and remedies at law or in equity in case of any such default; and no action or remedy taken or omitted by Lessor in case of default shall be deemed a waiver of such default and waiver of a particular default shall not be deemed a waiver of any other default or a waiver of the same default again occurring, nor shall any failure on the part of Lessor to compel a fulfillment of any one or more of the covenants, terms and conditions herein contained be held to be a waiver of its right to enforce the same at any time thereafter during the term or any continued term of this lease.

NOTICES XII. Notices given under the terms of this lease shall be deemed sufficiently served if, in the case of notice to Lessee, such notice is mailed to Lessee by certified or registered United States Mail, or is delivered personally to Lessee, at Lessee's address set forth on the first page hereof, or at such other place as Lessee may from time to time designate in writing to Lessor, or if such notice is posted on the demised premises; and, if, in the case of notice to Lessor, such notice is mailed to Lessor by certified or registered United States Mail, or is delivered personally to Lessor, at Lessor's Real Estate Department office at Room 507 Hibben Building, 700 Walnut Street, Cincinnati, Ohio 45202, or at the office of Lessor where rental payments hereunder are to be made by Lessee, or at such other place as Lessor may from time to time designate in writing to Lessee. In computing the number of days specified in any notice given hereunder, the date of mailing or personal service or of posting, as the case may be, shall be counted as the first day.

LESSEE DEFINED XIII. The word "Lessee" as used herein shall be construed to include the plural as well as the singular and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business association or to an individual or individuals, masculine or feminine, in all cases shall be assumed as having been made herein as though herein fully expressed.

No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this lease.

The covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto respectively; provided, however, that this lease shall not be assigned by Lessee without the written consent of Lessor.

It is expressly understood that nothing herein contained shall imply or import a covenant on the part of Lessor for quiet enjoyment.