

PARKING LEASE

This Parking Lease made and entered into this 28TH day of October, 2008 (the "Effective Date"), by and between The Ancient Accepted Scottish Rite, Valley of Toledo, an unincorporated association, having its principal office at 1720 Indianwood Circle, Suite E, Holland, Ohio 43537, (hereinafter called "Lessor"), and Stranahan Theater Trust f/k/a Masonic Toledo Trust, a charitable trust, having its principal office at 4645 Heatherdowns Boulevard, Toledo, Ohio 43614, (hereinafter called "Lessee").

RECITALS

WHEREAS, Lessor owns certain real estate located at the corner of Cass Road and Heatherdowns Boulevard in the City of Toledo, Lucas County, Ohio, comprised of approximately fifty-five acres (55) of real estate (the "Property");

WHEREAS, Lessor in 1966 leased to Lessee a portion of the Property upon which the Stranahan Theatre and Great Hall are located under a certain 99 Year Lease Agreement (the "Ground Lease");

WHEREAS, a dispute has arisen between Lessor and Lessee regarding the rights and obligations of each under the Ground Lease and regarding their respective right, title and interest in and to portions of the Property;

WHEREAS, Lessor and Lessee have reached a tentative and non-binding understanding to settle all matters in dispute between them (the "Proposed Settlement") which calls for, among other things, the termination of the Ground Lease, the granting of reciprocal easements, the lease of certain existing parking lots and drives to Lessee and the sale of a portion of the Property to Lessee for use as Additional Parking (defined below).

WHEREAS, the parties desire to enter into this Lease prior to the finalization and implementation of the Proposed Settlement.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties promise, covenant and agree as follows:

(1) DESCRIPTION OF LEASED PREMISES.

Lessor hereby leases to Lessee, and Lessee hereby takes from Lessor, subject to the terms and conditions herein, that portion of the Property (the "Premises"), which consists of the following:

(a) The existing asphalt parking areas as are identified on Exhibit "A" attached hereto (the "Lots"); and

(b) The existing access drives from Cass Road and Heatherdowns Boulevard (the "Access Drives") and the existing interior drives (the "Interior Drives") as are identified on Exhibit "A" attached hereto (sometimes collectively referred to herein as the "Drives").

(2) TERMS OF LEASE.

(a) First Term. The initial term of this Lease (the "First Term") shall commence on the Effective Date and continue until the first to occur of any of the following events (the "First Term End Date"):

- (i) sale and transfer to a bona fide third party of all Access Drives;
- (ii) sale and transfer to a bona fide third party of all Lots;
- (iii) all governmental approvals for and physical completion of the proposed additional parking (the "Additional Parking") to be constructed by Lessee immediately to the south of the Stranahan Theater and Great Hall on real estate to be purchased by Lessee; or
- (iv) 12:00 o'clock p.m. on June 30, 2009.

(b) Second Term. The second term of this Lease (the "Second Term") shall commence immediately after the First Term End Dates set forth at subparagraphs 2(a)(ii), 2(a)(iii) or 2(a)(iv) hereof and continue on a month-to-month tenancy until terminated by either party upon sixty (60) days' written notice to the other party. In the event the First Term End Date is by operation of the events set forth at subparagraph 2(a)(i) hereof, no Second Term shall commence and this Lease shall terminate.

(3) RIGHTS GRANTED.

(a) First Term. During the First Term, Lessee, its agents, employees, customers, invitees and patrons of the Stranahan Theater and the Great Hall, is granted the right to use the Drives for ingress and egress to the Lots, to Cass Road, to Heatherdowns Boulevard and to adjoining real estate now or later owned by Lessee and the right to use the Lots for temporary parking of motor vehicles and for no other purposes without the express consent of Lessor. Lessee, its agents, employees, customers, invitees and patrons of the Stranahan Theater and the Great Hall shall have exclusive use of the Lots and Drives subject to the right of Lessor, its agents, employees, and invitees to use the Lots and Drives in a manner that does not materially interfere with the intended use of the Lots and Drives expressed herein. Lessor reserves the right to enter upon the Lots and Drives to i) inspect, test and survey the Lots and Drives, ii) to show the Lots and Drives to prospective purchasers, lessees or mortgagees and iii) without any obligation to do so, make such repairs, alterations, decorations, improvements and additions to the Lots or Drives as Lessor may elect. Nothing in this Lease shall restrict or limit the right of Lessor to sell all or any portion of any of the Lots or Drives at any time.

(b) Second Term. At the end of the First Term, Lessee's lease of the Lots shall terminate. During the Second Term, Lessee is granted the non-exclusive right to use the Drives for ingress and egress to Cass Road and Heatherdowns Boulevard and to adjoining real estate

now or later owned by Lessee by motor vehicles of Lessee's agents, employees, customers, invitees and patrons of the Stranahan Theater and the Great Hall and for no other purposes without the express consent of Lessor. During the Second Term, Lessor reserves the right to enter upon the Drives to i) inspect, test and survey the Drives, ii) to show the Drives to prospective purchasers, lessees or mortgagees and iii) without any obligation to do so, make such repairs, alterations, decorations, improvements and additions to the Drives as Lessor may elect. Nothing in this Lease shall restrict or limit the right of Lessor to sell all or any portion of any of the Lots or Drives at any time.

(4) RENTAL.

Lessee shall pay to Lessor as rental for the First Term the sum of Five Thousand and no/100 Dollars (\$5,000.00) on the Effective Date (the "Rent"). The Rent shall be non-refundable upon the termination of the Lease at any time for any reason. Notwithstanding the termination or expiration of this Lease, the Rent shall be applied as a credit by Lessor at the successful closing of Lessee's purchase of approximately nine (9) acres of real estate by Lessee lying to the south of the Stranahan Theatre and Great Hall for use as Additional Parking. No rental shall be due for the Second Term.

(5) CONDITION OF PREMISES.

Lessee acknowledges that it has inspected or had the opportunity to inspect the Premises and accepts the Premises in an "as is" condition.

(6) REPAIRS AND MAINTENANCE.

Lessor shall not be required to make any repairs or perform any maintenance on the Premises at any time and any repairs or maintenance undertaken by Lessor shall not create any obligation on the Lessor to do so. Lessee shall not make any repairs, maintenance, alterations or improvements to the Premises without the prior express consent of the Lessor which shall not be unreasonably withheld. Notwithstanding the foregoing, the Lessee shall be authorized to make repairs to the Premises and to otherwise take such action as is reasonably necessary to prevent and/or avoid any immediate or imminent threat of harm to persons and/or property, provided, however, the Lessee shall have no affirmative duty to take make such repairs or otherwise take such action.

(7) INSURANCE.

During every Term of this Lease, Lessee shall maintain public liability insurance in an amount at least equal to One Million Dollars (\$1,000,000.00) single limit coverage for property damage, bodily injury or death. Such policy of general public liability insurance shall name Lessor as an additional insured. It shall provide by endorsement or otherwise that such insurance may not be canceled, except upon ten (10) days' prior written notice to Lessor. Lessee shall deliver to Lessor a certificate evidencing such insurance coverage.

(8) HOLDING OVER.

If Lessee shall hold over beyond the term of this Lease, with the express consent of Lessor, then in such case, Lessee shall become a month to month tenant.

(9) WAIVER OF SUBROGATION RIGHTS.

Lessor and Lessee do hereby waive any and all right of recovery, claim, action or cause of action against the other, their respective agents, officers and employees, for any loss or damage that may occur to the Premises for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the party at the time of such loss or damage, regardless of cause or origin, including the negligence of the parties hereto, their respective agents, officers and employees.

(10) DEFAULT.

If Lessee shall materially default on any of the covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of ten (10) days after written notice of such violation or default, then it shall be optional for Lessor to declare the Lease forfeited and the term ended, and to reenter the Premises without legal process and thereafter re-let the Premises.

(11) CONDEMNATION.

(a) The term "condemnation" as used in the Lease shall mean the exercise of the power of eminent domain by any person, entity, body, agency or authority and the date of condemnation shall mean the day on which the actual physical taking of possession pursuant to the exercise of the power of eminent domain, or private purchase in lieu thereof, occurs, or the date of settlement or compromise of the claims of the parties thereto during the pendency of the exercise of the power of eminent domain, whichever first occurs, and property is deemed "condemned" on said date.

(b) In the event the entire Premises are taken, or so much thereof are taken, that in Lessor's opinion, the Premises are no longer suitable for use as a parking lot thereon, then, this Lease shall terminate at the election of Lessor on the date of condemnation.

(c) Lessor shall be exclusively entitled to receive and retain any awards and portions and portions of lump sum awards including severance damages, if any, as may be awarded in any condemnation proceedings. Termination of this Lease pursuant to this paragraph shall not affect the rights of the respective parties to such awards.

(12) ASSIGNMENT AND SUBLETTING.

(a) Lessee shall not a) assign this Lease or any interest hereunder, b) sublet the Premises or any part thereof; or c) permit the use of the Premises by any person other than Lessee, its agents, employees, customers, invitees or patrons of the Stranahan Theater or the Great Hall.

(13) QUIET ENJOYMENT.

Lessor covenants and agrees with Lessee that upon Lessee's observing and performing all the terms, covenants and conditions of this Lease to be performed and observed, Lessee may peaceably and quietly enjoy the Premises hereby leased.

(14) COVENANT AGAINST LIENS.

Nothing in this Lease shall authorize Lessee to, and Lessee shall not, do any act which will in any way encumber the title of Lessor in and to the Premises, nor shall the interest or estate of Lessor in the Premises be in any way subject to any claim whatsoever by virtue of any act or omission of Lessee. Any claim to a lien upon the Premises arising from any act or omission of Lessee shall be valid only against Lessee and shall in all respects be subordinate to the title and rights of Lessor, and any person claiming through Lessor, in and to the Premises. Lessee shall remove any lien or encumbrance on its interest in the Premises within ten (10) days after it has arisen; provided, however, that Lessee may in good faith contest any such item if it notifies Lessor in writing thereof and posts a bond or other adequate security with Lessor.

(15) COMPLIANCE WITH LAWS.

Lessee, at its expense, shall use reasonable and good faith efforts to comply promptly with a) all laws, ordinances, orders and regulations affecting its use or occupancy of the Premises or any alterations it has made to the Project or the Premises; and b) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

(16) INDEMNIFICATION.

(a) Lessee shall indemnify Lessor against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with i) Lessee's use or occupancy of the Premises, ii) any breach by Lessee, or any of its agents, contractors, employees, customers, invitees, or licensees, of any covenant or condition of this Lease, or iii) the carelessness, negligence or improper conduct of Lessee, any sublessee, or any of its contractors, employees, customers, invitees, or licensees. If any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon written notice from Lessor, will, at Lessee's expense, resist or defend such action or proceeding by counsel approved by Lessor in writing.

(b) Lessee shall bring, keep or let property upon the Premises solely at its own risk, and Lessor shall not be liable for any damages thereto or any destruction or theft thereof, except liability that is the direct result of Lessor's gross negligence or intentional act(s) of malfeasance committed by Lessor or any agent, representative, or employee of Lessor. Lessee shall maintain a policy of insurance against risk of loss from any cause whatsoever to all such property, and, in addition, to the full extent of their replacement cost, which policy of insurance shall contain a clause or endorsement under which the insurer waives, or permits the waiver by Lessee of, all right of subrogation against Lessor, and its agents, employees, customers, invitees, guests, or licensees, with respect to losses payable under such policy.

(17) LESSEE'S DUTIES ON TERMINATION OF LEASE; SURRENDER OF POSSESSION.

(a) Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Lessee shall restore the Premises to their condition at the beginning of the term, ordinary wear and tear excepted.

(b) If Lessee shall fail or refuse to restore the Premises as hereinabove provided, Lessor may do so and recover the reasonable cost for so doing.

(c) This Lease shall cease at the end of the term without the necessity of notice from either Lessor or Lessee to terminate. If Lessee shall fail to or refuse to surrender possession of the Premises to Lessor upon termination or expiration of this Lease, Lessor may reenter the Premises and dispossess all persons and effects therefrom, using such force as may be necessary. Lessor shall also be entitled to such other remedies as may be provided it by law or in equity.

(18). GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

(19) SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATE.

(a) This Lease shall, at the option of Lessor or its lenders, be subject and subordinate to the interest of the holders of any notes secured by mortgages on the Premises, now or in the future, and to all ground or underlying leases and to all renewals, modifications, consolidations, replacements and extensions thereof. Lessee shall execute such documents as may be reasonably required by Lessor or any mortgagee to affirm or give notice of such subordination and Lessee shall be entitled to receive the customary nondisturbance agreement from each such lender whereby the lender agrees to recognize Lessee's rights under this Lease following foreclosure so long as Lessee is not in default hereunder.

(b) Upon request of the holder of any note secured by a mortgage on the Premises, Lessee shall agree in writing that no action taken by such holder to enforce said mortgage shall terminate this Lease or invalidate or constitute a breach of any of its provisions, and Lessee shall attorn to such mortgagee, or to any purchaser of the building or the Premises at any foreclosure sale, or sale in lieu of foreclosure, for the balance of the term on all the terms and conditions herein contained. All persons affected thereby shall execute such documents necessary to affirm or give notice of such attornment.

(20) ENVIRONMENTAL.

Lessee shall not knowingly use, generate, release, discharge, store or dispose of any Hazardous Materials (as defined herein), in connection with the Leased Premises. Subject to the foregoing, the term "Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by any governmental authority including, but not limited to (a) petroleum; (b)

friable or nonfriable asbestos; (c) polychlorinated byphenls; (d) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (e) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect. Lessee shall be liable and responsible for any spill, deposit, emission, disposal, release, generation, transportation, leakage, handling, management, storage, potential or actual impacts or contamination by Hazardous Materials on the Premises which occurs following the Effective Date, except liability that is the direct result of Lessor's gross negligence or intentional act(s) of malfeasance committed by Lessor or any agent, representative or employee of Lessor.

(21) RECORDING.

Lessor and Lessee agree that this Lease shall not be recorded but that at the request of either a memorandum thereof shall be prepared and recorded at the expense of the requesting party.

(22) CAPTIONS.

The captions for the Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(23) SAVING CLAUSE.

If any term or provision of this Lease or any application thereof shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(24) AMENDMENTS.

This Lease may not be amended or revised, except by a writing signed by the parties.

This agreement shall be binding upon the parties hereto, and their respective successors and assigns.

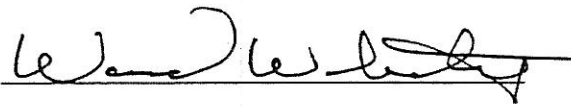
The parties have executed this Lease in duplicate, as of the day and year first above written.

LESSOR:

The Ancient Accepted Scottish Rite, Valley
of Toledo, an unincorporated association

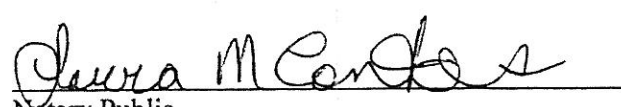
By: 
Its: EXECUTIVE SECRETARY

By: Stranahan Theater Trust f/k/a Masonic Toledo
Trust, a charitable trust

By: 
Its: EXECUTIVE DIRECTOR

STATE OF OHIO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 28th day of
October, 2008, by Gary McElfresh, as Executive Secretary
of The Ancient Accepted Scottish Rite, Valley of Toledo.

(SEAL) 
Notary Public **Laura M. Cantos**
My Commission Expires: Notary Public, State of Ohio
 My Commission Expires 11/14/09

STATE OF OHIO)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 28th day of
October, 2008, by Ward H. Whiting, as Executive Director
of Stranahan Theater Trust f/k/a Masonic Toledo Trust.

(SEAL) 
Notary Public **Laura M. Cantos**
My Commission Expires: Notary Public, State of Ohio
 My Commission Expires 11/14/09

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**ANCIENT ACCEPTED SCOTTISH RITE
VALLEY OF TOLEDO
1720 INDIAN WOOD CIRCLE, SUITE E
MAUMEE, OHIO 43537**

June 30, 2009

Stranahan Theater Trust
4645 Heatherdowns Blvd.
Toledo, Ohio 43614
Attention: Executive Director

RE: Parking Lot License

Dear Sir:

On October 28, 2008, the Ancient Accepted Scottish Rite, Valley of Toledo ("AASR") and the Stranahan Theater Trust (the "Trust") entered into a Parking Lease (the "Lease") with respect to certain portions of the Masonic Complex. Except as specifically defined herein, all terms used in this letter shall have the definitions described thereto in the Lease.

Under the Lease, the Trust's right to use the Lots terminates upon the expiration of the First Term. The Trust has requested that it be permitted to use the Lots during the Second Term.

The AASR hereby grants to the Trust a revocable license effective upon the expiration of the First Term to use the Lots for temporary parking of motor vehicles (excluding trucks and other commercial vehicles) in conjunction with its Theater/Great Hall operations and for no other purposes. This license shall not be coupled with an interest and shall be revocable without cause by and at the sole discretion of the AASR upon sixty (60) days written notice to the Trust. This document does not constitute an amendment or modification of any kind to the Lease, the terms of which are unaffected by this document.

Very truly yours,

ANCIENT ACCEPTED SCOTTISH RITE,
VALLEY OF TOLEDO

By: _____
Gary L. McElfresh
Executive Secretary

GLM/jr

Accepted by: Stranahan Theater Trust

By: _____