SCHEDULE A

CAMPUS MEMBER CENTER/ATM LEASE AGREEMENT

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of the 24th day of June, 2014 by and between WRIGHT STATE UNIVERSITY, INC., an Ohio public institution of higher education ("Lessor"), and WRIGHT-PATT CREDIT UNION, INC., an Ohio not for profit credit union corporation ("Lessee"), under the following circumstances:

A. By Lease Agreement dated June 1, 2003 (the "Original Lease"), Lessor leased to Lessee approximately one thousand square feet in Room E084, Student Union, Wright State University at 3640 Colonial Glenn Highway, Dayton, Ohio 45435 (the "Premises").

B. By First Amendment to Lease dated June 8, 2005 (the "First Amendment" and, with the Original Lease, the "Lease"), Lessor and Lessee amended the Original Lease to provide for an ATM machine at Lessor's Lake Campus facility in Celina, Ohio.

C. By Second Amendment to Lease dated June 29, 2005 (the "Second Amendment" and, with the Original Lease and the First Amendment, collectively, the "Lease"), Lessor and Lessee amended the Lease effective as of July 1, 2005 to: (i) change the Premises location to Room E180; (ii) change the term of the lease to run for a period of five (5) years, commencing on July 1, 2005 and ending June 30, 2010; and, (iii) clarify the renewal options available to Lessee, such that Lessee option to extend the Lease for two (2) additional three (3) year terms.

D. By Third Amendment to Lease dated June 16, 2010 (the "Third Amendment" and, with the Original Lease, the First Amendment and the Second Amendment, collectively, the "Lease"), Lessor and Lessee amended the Lease effective as of July 1, 2010 to: (i) extend the Lease for an additional three (3) year term, expiring on June 30, 2013.

E. By Fourth Amendment to Lease dated March 18, 2013 (the "Fourth Amendment" and, with the Original Lease, the First Amendment and the Second Amendment, collectively, the "Lease"), Lessor and Lessee amended the Lease effective as of July 1, 2013 to: (i) extend the Lease for an additional three (3) year term, expiring on June 30, 2016; (ii) cancel the First Amendment; and, (iii) adjust the monthly rent to $1,122.10, or $13,465.20 annually.

WHEREAS, the parties are entering into a Master Agreement which designates Lessee as the Official Financial Institution for the Wright State University Community and grants Lessee the exclusive right to operate a bank branch at Lessor’s campus for a period of
five (5) years, the parties desire to extend the Lease to be coterminous with the Master Agreement; and,

WHEREAS, Lessor and Lessee desire to amend the Lease to allow Tenant to extend the Term of the Lease for an additional 3 years from July 1, 2016, to June 30, 2019 and adjust the rent for such additional term to $1,144.54, or $13,734.50 annually.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee amend the Lease as follows:

1. Section 3.0 of the Original Lease provided Lessee with the option to renew the Lease for two (2) additional three (3) year terms. Section 3.0 is hereby revised to provide Lessee with the option to renew the Lease for three (3) additional (3) year terms.

2. Lessee hereby exercises its third option to renew under Section 3.0 of the Original Lease. The Term of the Lease is extended to June 30, 2019.

2. Commencing on July 1, 2016, the Rent, shall be $1,144.54 per month, or $13,734.50 annually.

3. All capitalized terms used in this Amendment which are not defined herein shall have the meaning ascribed to such terms in the Lease. Except as modified by this Amendment, the Lease remains in full force and effect. The Lease, as modified by this Amendment, is ratified and confirmed.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the date set forth above.

LESSOR:

WRIGHT STATE UNIVERSITY

By: [Signature]
Mark M. Polatajko, Ph.D., CPA
Vice President of Business and Finance &
University Treasurer

LESSEE:

WRIGHT-PATT CREDIT UNION, INC.

By: [Signature]
Douglas A. Fecher
President/CEO
STATE OF OHIO

COUNTY OF GREENE

The foregoing instrument was acknowledged before me on this 14th day of June, 2014, by Mark M. Potoysko of Wright State University, an Ohio public institution of higher education, an officer, on behalf of the university.

Notary Public

My Commission expires: March 6, 2018

STATE OF OHIO

COUNTY OF GREENE

The foregoing instrument was acknowledged before me on this 24th day of June, 2014, by Douglas Fecher of Wright-Patt Credit Union, Inc., an Ohio non-profit corporation, an officer, on behalf of the corporation.

Notary Public

My Commission expires: July 21, 2016
EXHIBIT A- LEASE AGREEMENT

AMENDMENT NUMBER 4

TO
LEASE AGREEMENT
(Dated June 1, 2003)

FOR
WRIGHT-PATT CREDIT UNION

FOR

WRIGHT STATE UNIVERSITY
3640 Colonel Glenn Highway
Dayton, OH 45435

BY
WRIGHT-PATT CREDIT UNION, INC.
P.O. Box 386
Fairborn, OH 45324

EFFECTIVE: July 1, 2013

This Addendum extends agreement from July 1, 2013 to June 30, 2016
This is Amendment No. 4 to the lease dated June 1, 2003 between Wright State University and Wright-Patt Credit Union, a corporation having its principal offices at 2455 Executive Park Blvd., Fairborn, OH 45324-0286.

All terms and conditions as outlined in the aforementioned lease remain in full force and effect except as modified by Amendment, as noted below in this amendment:

**CHANGES**

1. This Amendment No. 4 hereby cancels Amendment No. 1 which added an ATM at the Lake Campus facility which has now been removed.

2. The primary purpose of this Addendum No. 4 is to extend the lease term for (3) three additional years beginning July 1, 2013 through June 30, 2016.

3. Per section 3.0 (Option to Renew) of the original lease (2003), the monthly lease amount shall be adjusted in accordance with the above referenced section based on the Consumer Price Index "CPI" as determined on the attached most recent Bureau of labor Statistics data for Urban Wage Earners and Clerical Workers. The July 2012 factor was 225.568 and the January 2013 (most recent number) was 226.52. Thus the lease amount shall be increased by .95%. Therefore the prior monthly lease will be increased from $1,111.54/mo ($13,339.69 /yr) to $1,122.10/mo or $13,465.20 per year.

Having mutually agreed to the changes outlined herein, the parties below bear witness to this agreement:

[Signature]

Wright State University

Arthur D. Neff, Executive Director of Business Services

March 8, 2013

Title

Date

[Signature]

Wright-Patt Credit Union

Dave Fisher, Facilities Manager

3/18/2013

Title

Date
February 26, 2013

Arthur Neff
Executive Director of Business Services Business and Fiscal Affairs
Wright State University
301 University Hall
Wright State University
3640 Colonel Glenn Hwy.
Dayton, Ohio 45435-0001

Dear Art:

This letter is to inform you of our intention to exercise our second lease renewal option per the third amendment of the original 2003 lease. I have enclosed a copy of the amendment for your convenience. Please let me know if you require any further information or documentation.

Sincerely,

[Signature]

Dave Fisher
Facilities Manager
AMENDMENT NUMBER 3

TO
LEASE AGREEMENT
(Dated June 1, 2003)

FOR

WRIGHT-PATT CREDIT UNION

FOR

WRIGHT STATE UNIVERSITY
3640 Colonel Glenn Highway
Dayton, OH 45435

BY

WRIGHT-PATT CREDIT UNION, INC.
P.O. Box 388
Fairborn, OH 45324

EFFECTIVE: July 1, 2010

This Addendum extends agreement from July 1, 2010 to June 30, 2013
This is Amendment No. 3 to the lease dated June 1, 2003 between Wright State University and Wright-Patt Credit Union, a corporation having its principal offices at 2455 Executive Park Blvd., Fairborn, OH 45324-0286. All terms and conditions as outlined in the aforementioned lease including changes per Addendums No. 1 and 2, remain in full force and effect except as noted below in this amendment:

**CHANGE**

The purpose of this Addendum No. 3 is to extend the lease term (including Dayton Campus and Lake Campus) for three additional years beginning July 1, 2010 through June 30, 2013.

- Paragraph 3.0 “Option to Renew” shall remain as stated in the original contract as agreed to in August, 2003. Note: If the second renewal option is exercised, then a new three year lease extension would be effective from July 1, 2013 through June 30, 2016 unless amended in writing by mutual agreement.

Having mutually agreed to the changes outlined herein, the parties below bear witness to this agreement:

_________________________________________ Wright State University

Arthur D. Neff, Executive Director of Business Services

Title

By

May 11, 2010

Date

_________________________________________ Wright-Patt Credit Union

FACILITIES MANAGER

Title

By

6/16/10

Date
June 28, 2005

Wright-Patt Credit Union
Attn: Dave Fisher, Manager of Facilities & Purchasing
2455 Executive Park Blvd.
P.O. Box 286
Fairborn, OH 45324

Subject: Lease Agreement

Dear Dave,

Attached are two copies of the lease for Wright-Patt Credit Union service space. Please sign both copies at your earliest convenience and return one for our contract file.

We appreciate your efforts in helping to finalize the lease and look forward to a mutually rewarding lease term. Please call if you have any questions.

Sincerely,

Arthur D. Neff
Director of Business Services

Cc: Jerry Black, Director of Purchasing

Attachment
AMENDMENT NUMBER 2

TO
LEASE AGREEMENT
(Dated June 1, 2003)

FOR
WRIGHT-PATT CREDIT UNION

FOR
WRIGHT STATE UNIVERSITY
3640 Colonel Glenn Highway
Dayton, OH 45435

BY
WRIGHT-PATT CREDIT UNION, INC.
P.O. Box 386
Fairborn, OH 45324

EFFECTIVE: July 1, 2005

This Addendum extends agreement from July 1, 2005 to June 30, 2010
This is Amendment No. 2 to the lease dated June 1, 2003 between Wright State University and Wright-Patt Credit Union, a corporation having its principal offices at 2455 Executive Park Blvd., Fairborn, OH 45324-0286. All terms and conditions as outlined in aforementioned lease remain except as noted below in this amendment.

**CHANGE**

- Paragraph 1.1 is changed to read:

  The premises shall consist of approximately (1,000) one thousand square feet of space located at Room E180, Student Union, Wright State University, 3640 Colonel Glenn Highway, Dayton, OH 45435.

- Paragraph 2.0 is changed to read:

  The term of the lease shall be for a period of five (5) years, commencing on July 1, 2005 and ending June 30, 2010.

- Paragraph 3.0 is changed to read:

  For the purpose of this Amendment, the wording in Paragraph 3.0 remains the same. However, for clarification, if only the first renewal option in this Agreement is exercised, then the lease term will extend until 2013. If the second renewal option is exercised, then the new lease would be effective until 2016.

Having mutually agreed to the changes outlined herein, the parties below bear witness to this agreement:

**Wright State University**

Arthur D. Neff, Director of Business Services  
Title  
By  
June 28, 2005  
Date  

**Wright-Patt Credit Union**

Title  
By  
6-29-05  
Date
AMENDMENT NO. 1
TO
WRIGHT–PATT CREDIT UNION
LEASE DATED 6-01-03

This lease modification is made for the purpose of adding (1) ATM machine at the Wright State University Lake Campus facility located at:
7600 State Route 703
Celina, Ohio 45822

This Lease Amendment becomes effective the 1st day of June, 2005 and shall be concurrent with the existing main campus lease having an ending date of May 31, 2006. Installation shall follow shortly thereafter. All on-site arrangements and physical location shall be coordinated directly with Lake Campus representatives. All specifications necessary to provide phone service requirements shall be provided in advance of the installation date in order for Lessor to provide telephone lines as required.

All terms and conditions of the original contract shall remain in effect.

Under paragraph No. 4 “Rental,” the annual rate of Five Hundred Fifty dollars ($550) will be paid in advance of each term.

It shall continue to be the responsibility of the Lessee to provide all required service, security, repair and maintenance on a regular basis. The Lessee shall provide security for the ATM and its employees or agents that service it. The Lessee shall be responsible for the repair and maintenance of the ATM and shall further be solely responsible for any theft, loss, or damages to the ATM or its contents. Lessee shall also be responsible for telephone installation costs, data line costs and local/long distance telephone billing.

Removal of ATM machine: Should Lessee determine it is not cost effective to have the machine in place, a written notice shall be provided at least 90 days in advance of the desired disconnect date.
WITNESSETH:

In consideration of the mutual covenants, Lessor hereby leases to Lessee the premises described above for the purpose of providing (1) ATM machine.

IN WITNESS WHEREOF, the parties have executed this document in duplicate as of the day and year first written below:

WITNESSES

[Signatures]

LESGOR: Wright State University

By [Signature]

Date [Date]

WITNESSES

[Signatures]

LESSEE: Wright-Patt Credit Union Inc.

By [Signature]

Date [Date]
LEASE

This Lease is made as of the 1st day of June, 2003 between Wright State University, hereinafter referred to as Lessor, and Wright-Patt Credit Union Inc., hereinafter referred to as Lessee.

WITNESSETH:

In consideration of the mutual covenants, Lessor hereby leases to Lessee the premises described below upon the terms and conditions herein specified:

1.0 THE PREMISES

1.1 The premises shall consist of approximately 1,000 square feet of space in the building located at Room E084, Student Union, Wright State University, 3640 Colonel Glenn Highway, Dayton, OH 45435.

1.2 The premises are to be used and occupied only for the purpose of a credit union and related financial services for the convenience of faculty, staff and students of Wright State University.

2.0 TERM

The term of the "Lease" shall be for a period of three (3) years, commencing on June 1, 2003 and ending on May 31, 2006.

3.0 OPTION TO RENEW

Provided the Lessee has fully complied with all of the terms, covenants, and agreements under the initial term of the Lease, option to renew the Lease for two (2) additional three (3) year terms is hereby granted, provided however, that Lessee shall exercise said option by submitting written notice to Lessor at least ninety (90) days prior to the expiration of the current term. All of the terms of the present Lease will carry forward to any renewal except that the monthly minimum rent for the renewal option will be adjusted in the same proportion as the percentage change in the Consumer Price Index "CPI" as hereinafter defined from June 2003 to May 2006. When determining whether there has been an increase in the CPI pursuant to this Section, the parties shall refer to the Consumer Price Index for Urban Wage Earners and Clerical Workers -- U.S. City Average: All Items Series A (1967-100) as published by the Bureau of Labor Statistics, United States Department of Labor.
4.0 RENTAL

Premises

Lessee agrees to pay Lessor without any deduction and without demand, during the term beginning June 1, 2003 and ending May 31, 2006, the annual rental fee of Twelve Thousand Eight Hundred and Ninety Seven Dollars and Six Cents ($12,897.06) payable in equal and consecutive monthly installments of One Thousand Seventy Four Dollars and Seventy Six Cents ($1,074.76) on the first of each and every month in advance. The revised rate will go into effect as of June 1, 2003 and remain in effect for the balance of the three (3) year term.

ATM Machines

Wright-Patt Credit Union Inc. (Lessee) also agrees to provide and maintain two (2) Automated Teller Machines (ATM's) described as follows:

Location: The Lessee agrees to own and maintain existing ATM machines presently located in Allyn Hall and the Student Union. Relocation or addition of machines may become necessary in the future and shall be accomplished by mutual agreement by written amendment.

Rental: Lessee agrees to pay Lessor, without deduction and without any demand, during the term hereof, the annual rental of Five Hundred Fifty Dollars ($550.00) for EACH ATM payable on the first of each and every year of the term in advance.

Security, Repair, and Maintenance: The Lessee shall provide security for the ATM and its employees or agents that service it. The Lessee shall be responsible for the repair and maintenance of the ATM installed on the University premises and shall further be solely responsible for any theft, loss or damages to the ATM or its contents.

Service Schedule: The Lessee or the Lessee's representative shall provide daily (Monday through Friday) deposit removal and service to the ATM during the hours when the Wright State University Student Center is open to the public.

Rental Rates

The above rental dollar amounts represent changes from the previous term which reflect a 3.6% increase based on the Consumer Price Index as described in Section 3.0 - "Option To Renew" of this document.
5.0 **LATE PAYMENT**

If Lessee shall fail to pay any installment of Rent or additional charges required by Section 3, each such unpaid installment shall bear interest from the tenth (10th) day after such amount was due until paid at the rate of 2% per month.

6.0 **TAXES AND GOVERNMENT COMPLIANCE**

Lessor shall pay all taxes, levies, assessments, licenses and other public charges which may be legally levied, assessed, charged or imposed on the premises, except where the same results from Lessee's occupancy.

7.0 **USE OF PREMISES**

Lessee shall use the premises as a business office, and only for purposes permitted by the zoning ordinances for the time being applicable thereto, and will not make or suffer waste or unlawful, improper, noxious or offensive use of said premises or any part thereof.

8.0 **SUBLETTING**

Lessee shall not sublet, nor assign, nor transfer, its interest in this lease without securing the prior written consent of Lessor.

9.0 **SIGNS**

All signs or symbols placed by Lessee in the windows or doors of the leased premises, or on any part of the building or exterior premises, shall be subject to the approval of Lessor and be further subject to local ordinances and regulations. Lessee shall maintain such signs or symbols and be responsible for the removal of same at the termination of the tenancy and for the repair of any injury to the premises caused thereby.

10.0 **LESSOR'S RIGHT TO ENTER**

Lessor shall have the right to enter the leased premises at reasonable times and frequency for the purposes of examining or inspecting the premises and to make such repairs or alterations herein as Lessor shall reasonably deem to be necessary.

11.0 **ALTERATIONS, TRADE FIXTURES ADDITIONS AND IMPROVEMENTS**

11.1 Lessee shall be responsible for providing carpet, safe, security system and all other furnishings necessary to operate the business.

11.2 Lessee shall not make any alterations, additions, or improvements on or to the interior or exterior of the leased premises without first obtaining the
written consent of Lessor, and such alterations, additions and improvements as shall be made shall be at the sole expense of Lessee, shall become the property of Lessor and shall remain on and be surrendered with the leased premises as a part thereof at the termination of this lease without disturbance, molestation or injury, unless Lessor requires that such items be removed. Nothing contained herein shall prevent Lessee from removing all office machines, equipment and trade fixtures customarily used in the business of Lessee.

11.3 Except as aforesaid, Lessee shall surrender the premises in good condition and repair.

12.0 REPAIRS AND MAINTENANCE

12.1 Lessor shall make all necessary exterior repairs to the premises including, but not limited to, the roof, the foundation, exterior walls, doors, and those repairs necessary because of structural defects.

12.2 Lessor shall furnish and pay for sufficient seasonable heating and air conditioning, electricity and water/sewer customary in the locality and shall maintain and keep the heating and air conditioning systems in good repair and safe condition. Lessor shall make all necessary repairs and/or replacement to the electrical, mechanical and plumbing systems except those caused by Lessee’s improper use.

12.3 Except as provided above, Lessee shall make at its own expense during the lease term all interior repairs to the premises including all items listed in 11.1 herein with the exceptions of reasonable wear and tear and damages by the elements, fire or other casualty, or structural failure of the building. Lessee shall replace all plate glass damage during the lease term except if such damage is caused by fire, structural failure of the building and allied perils therefrom.

12.4 Lessee shall be responsible for usual and customary cleaning of the leased space. The space shall be maintained in a clean and attractive state at all times. Lessor shall be responsible for removal of refuse from the refuse collection area.

13.0 ACCIDENTAL DAMAGE OR INJURY AND PUBLIC LIABILITY INSURANCE

13.1 The Lessee shall furnish proof of the following insurance coverage provided by companies satisfactory to the Lessor. Wright State University is to be included as an additional insured for the listed insurance coverage. The Lessee shall keep the listed insurance coverage in force during the entire period of the lease. Failure to provide the required Certificates of Insurance or to keep this coverage in force during the entire
period of the lease may be cause for termination of the lease by the Lessor.

13.1.1 Worker's Compensation coverage, including Occupational Disease coverage, through the Bureau of Worker's Compensation in compliance with Ohio Law.

13.1.2 Comprehensive General Liability Coverage with minimum limits for bodily injury liability of $500,000 for each person and $1,000,000 for each accident and minimum limit for property damage liability of $500,000 for each accident. This coverage may alternately be provided with a minimum combined single limit of $1,000,000 for bodily injury liability and property damage liability for each accident. The Comprehensive General Liability Coverage shall include, but not be limited to, coverage for premises and operations liability, contractual liability, personal injury liability and broad form property damage liability.

13.1.3 Vehicle Liability Coverage with minimum limits for bodily injury liability for $500,000 for each person and $1,000,000 for each accident and a minimum limit of $200,000 for property damage liability for each accident. This coverage may alternately be provided with a minimum combined single limit of $1,000,000 for bodily injury liability and property damage liability for each accident.

13.2 The Lessee assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury, including death, or alleged injury, or damage or alleged damage to property sustained or allegedly sustained in connection with this lease. This includes losses, expenses, and damages sustained by the Lessor. The Lessee shall indemnify and hold harmless the Lessor and its agents, servants and employees from the foregoing and any such losses, expenses, damages, demands and claims. The Lessee shall, to the extent permitted by law, defend any suit or action brought against the Lessor, its agents, servants and employees based upon any such alleged injury or damage, and shall pay all damages, costs and expenses, including attorneys' fees, in connection therewith or resulting therefrom.

13.3 The Lessor will not be held responsible for any equipment or merchandise owned/leased by the Lessee which is lost, stolen or damaged while on the Lessor's premises.

13.4 The Lessee shall immediately notify the Lessor of the loss, destruction or damage to property of the Lessor; and shall furnish the Lessor with a statement concerning such loss in such detail as the Lessor may require.
13.5 Claims under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage.

14.0 FIRE INSURANCE AND DAMAGES BY FIRE OR OTHER CASUALTY

14.1 Lessor shall maintain and keep in force fire and extended coverage insurance on the building of which the leased premises are a part. Lessee shall maintain and keep in force fire and extended coverage insurance on its personal property in the leased premises. Lessor shall not be liable to Lessee for any damage to its personal property caused by fire or other perils covered by Lessee's said insurance.

14.2 In the event the demised premises are damaged in whole or in part by fire or other casualty, Lessee shall notify Lessor thereof and Lessor may thereby affect all necessary repairs and restore said premises to tenantable condition. If the premises are not returned to tenantable condition within five (5) months, Lessee shall have the option to terminate this lease by notifying Lessor to that effect in writing. The said five-month period shall not include any period during which failure to complete repairs and deliver said premises in tenantable condition is delayed as a result of Lessee's actions, additional casualties or events beyond the reasonable control of Lessor. In the event of fire or other casualty damaging the demised premises, there shall be an abatement, proration and/or reduction in rentals due herein based upon the nature and extent to which the damages sustained interferes with Lessee's reasonable use of said premises.

15.0 TELEPHONE SERVICES

Lessor will provide telephone lines for the leased premises; however, lessee shall be responsible for telephone installation costs, data line costs and local/long distance telephone billing.

16.0 PARKING

Lessee's employees, customers and agents will be subject to the same rules and regulations as the Lessor's employees. If the Lessee's business attracts additional visitors, it will cooperate with the Lessor's Public Safety and Parking Services to minimize disruption to campus activities.

17.0 ADVERTISING

Lessee will not use Lessor's name or make reference to the Lessor in any advertisement (printed or media) without the prior written consent of the Lessor excluding listings of office locations.
18.0 **ACCESS FOR DISABLED**

Lessee will make reasonable efforts to accommodate the disabled and to provide full access and use of the business to them.

19.0 **SANITATION**

Lessee will maintain the business in a clean and sanitary condition and shall cooperate with the Lessor's pest control contractor and comply with recommendations and actions to control pest infestations.

20.0 **EFFECT OF HOLDOVER**

Any holdover beyond the end of the term of this lease, or any extensions or renewals thereof, shall be construed to be a tenancy from month to month at the same rental and under the same conditions as provided herein.

21.0 **WAIVER OF BREACH AND SEVERABILITY**

No waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The invalidity of any provision of this lease, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

22.0 **TERMINATION OF LEASE BY LESSOR**

22.1 This lease shall terminate in the event of any of the following:

22.1.1 If the rent reserved by this lease or any part thereof shall be in default fifteen (15) days after payment is due.

22.1.2 If Lessee shall breach this lease in any other respect and such breach continues for at least fifteen (15) days following written notice of such breach given by Lessor to Lessee.

22.1.3 If a petition in bankruptcy is filed by Lessee.

22.1.4 If Lessee is adjudged bankrupt or insolvent by any court of competent jurisdiction.

22.1.5 If a receiver or trustee in bankruptcy or receiver of the property of Lessee shall be appointed in any suit or proceeding brought by or against Lessee.

22.1.6 If Lessee makes an assignment for the benefit of creditors.

22.2 Lessee will pay to Lessor on demand all costs and expense (including reasonable attorney's fee), together with interest thereon at the rate of 2%
per month, incurred by Lessor in enforcing any of the covenants herein contained, in remedying any breach by Lessee of said covenants, in recovering possession of said premises, in collecting any delinquent rent, taxes or other charges payable by Lessee hereunder, or in connection with any litigation commenced by or against Lessee to which Lessor without fault on its part shall be made party. If Lessee shall fail to make payment or take any action as provided in the lease, then Lessor at its option may make such payment or take such action on Lessee’s behalf, and Lessee will repay to Lessor upon demand the full amount so paid or cost or expense so incurred by Lessor.

23.0 SECURITY

Lessee shall be responsible for installing and maintaining a security system for the leased premises. Any activation of the system will be signaled to the Lessor’s security control center for action.

24.0 OBLIGATIONS OF SUCCESSORS AND ASSIGNS

Each and every covenant, term, and condition of this lease shall be binding upon and inure to the benefit of each of the parties, its or his/her respective heirs, executors, administrators, successor and assigns.

25.0 NOTICES

25.1 Except as otherwise specifically herein provided, all notices which it may be necessary or proper for either party to give to the other shall be effectively given when mailed postage prepaid, registered or certified mail, addressed to such other party’s address as follows:

As to Lessor: Wright State University
            301 University Hall
            3640 Colonel Glenn Highway
            Dayton, OH 45435

As to Lessee: Wright-Patt Credit Union, Inc.
              Attention: Thomas A. Poe
              P.O. Box 286
              Fairborn, OH 45324

25.2 Either party may from time to time specify in writing a new address to which any such notice intended for such party shall thereafter and until further notice be addressed.
26.0 CONSENT

Whenever Lessor's consent or approval is required hereunder as a condition of some act by Lessee, such consent or approval shall not be unreasonably withheld.

27.0 OTHER INFORMATION

Lessor's Telephone Number is (937) 775-2411

Lessee's Telephone Number is (937) 429-5797

IN WITNESS WHEREOF, the parties have executed this document in duplicate as of the day and year first written below.

WITNESSES

[Signatures]

LESSOR: Wright State University
By [Signature]
Date 8/28/03

WITNESSES

[Signatures]

LESSEE: Wright-Patt Credit Union Inc.
By [Signature]
Date 9-2-03
Wright-Patt Credit Union Inc. Lease

Notarization Form

STATE OF OHIO, COUNTY OF GREENE, SS:

FOR THE LESSOR:

Before me, a notary public in and for said State and County, appeared Wright State University, by the personal appearance of Jerry D. Black, its Director of Purchasing, who acknowledged that he signed the foregoing instrument, and that the same is his voluntary act and deed, both personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dayton, Ohio this 28th day of August 2005.

SALLY L. CLAYTON, Notary Public

STATE OF OHIO, COUNTY OF GREENE, SS:

FOR THE LESSEE:

Before me, a notary public in and for said State and County, appeared Wright-Patt Credit Union Inc., by the personal appearance of Thomas A. Poe, its Vice President, who acknowledged that he signed the foregoing instrument, and that the same is his voluntary act and deed, both personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Dayton, Ohio this 2nd day of September 2008.

CHARLETTE E. SPARACO, Notary Public

SALLY L. CLAYTON, Notary Public
In and for the State of Ohio
My Commission Expires Feb. 1, 2006

CHARLETTE E. SPARACO, Notary Public
In and for the State of Ohio
My Commission Expires September 27, 2004