

CONSENT

This Consent ("Consent"), dated as of the _____ day of _____, 2021 (the "Effective Date"), is entered into among Wright State University, having an address at _____ ("WSU") and CH WSU Land, LLC, an Ohio limited liability company having an address at 6640 Riverside Drive, Suite 500, Dublin, Ohio 43017 ("CH Land" and, together with WSU, collectively referred to herein as the "Parties").

RECITALS

A. WHEREAS, WSU is the owner of the real property (the "Property") identified in that certain State of Ohio Lease File No. WSU-4670-A by and between the State of Ohio (Wright State University) and CH Land's predecessor in interest (the "Lease").

B. WHEREAS, CH Land desires to construct, develop and own an amenity facility on the Property, at its own cost and expense, which shall include a swimming pool and an outdoor recreation center to be utilized by students of WSU and residents of the residential apartments located adjacent to the Property owned and operated by affiliates of CH Land, and a restaurant space leased to and operated by a third-party restaurateur which will be open to the general public (collectively, the "Amenity Facility").

C. WHEREAS, Section 3 of the Lease requires CH Land to obtain the written consent of WSU prior to constructing any improvements on the Property.

D. WHEREAS, WSU is willing to consent to the development, construction and use of the Amenity Facility on the Property subject to the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent to Development and Construction of the Amenity Space. Subject to WSU's reasonable approval of CH Land's plans and specs for the Amenity Space, as described below, WSU hereby consents to the development and construction of the Amenity Space on the Property.

2. WSU Approval of CH Land's Plans and Specs. CH Land's plans and specs shall be subject to WSU's review and approval which shall not be unreasonably withheld. Upon receipt of the plans and specs, WSU shall have thirty (30) days to make comment to the plans and specs, if no comment is received in such thirty (30) day period than the plans and specs shall be deemed approved. CH Land shall cause the Amenity Space to be operated in a manner that does not interfere with or is disrupt WSU's operations.

3. Consent to Proposed Uses of the Amenity Space. WSU hereby consents to the following uses of the Amenity Space by CH Land:

(a) Swimming pool and related improvements to be available to students of WSU who are residents of student housing owned by WSU and/or CH Land's affiliates;

(b) Outdoor recreation area and related improvements to be available to students of WSU who are residents of student housing owned by WSU and/or CH Land's affiliates; and

(c) The operation of a restaurant open to the general public and owned and operated by a third-party restaurateur reasonably acceptable to WSU.

4. No Modification, Waiver or Release. Notwithstanding any provision in this Consent, or the Lease to the contrary: (a) this Consent shall not be construed in any manner to modify, waive or affect any of the provisions of the Lease; and (b) CH Land shall not be released from, and CH Land shall be and remain liable for, the performance and observance of any and all CH Land obligations and all of the provisions of the Lease.

5. No Conflict with Hospitality Services Agreement. WSU is party to an *Agreement to Manage Hospitality Services* with Compass Group USA, Inc., dba Chartwells, WSU's exclusive on-campus food service vendor. WSU is executing this Consent on the understanding that nothing contained herein conflicts with any of Chartwells right of exclusivity under the Agreement to Manage Hospitality Services. CH Land hereby undertakes to indemnify, and hold harmless WSU, together with its trustees, officers, employees, agents, insurers, and affiliates (collectively the "Indemnified Parties") from and against any liability, claim, cost, expense, amount paid in settlement or damages, and investigation/defense cost (including without limitation reasonable attorneys' fees and defense costs) incurred by the Indemnified Parties as a result of any lawsuit or other proceeding with respect to which they are made a party or threatened to be made a party, and which relates in any way to this Consent.

6. Miscellaneous.

(a) This Consent may not be changed or terminated orally or in any manner other than by a written agreement signed by WSU and CH Land.

(b) All capitalized terms not defined herein shall have the meaning afforded them in the Lease.

(c) The paragraph headings appearing herein are for purposes of convenience only and are not deemed to be part of this Consent.

(d) This Consent may be executed in counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts shall together constitute one and the same instrument.

(e) A signed copy of this Consent delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Consent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Consent to be executed as of the Effective Date for all purposes.

WSU:

Wright State University

By: _____

Name:

Title:

CH LAND:

CH WSU Land, LLC, an Ohio limited liability company

By: _____

Name:

Title: