
Regular Council Meeting



Agenda

6:00 PM February 12, 2026

Teri Murphy, Mayor

Council Members:

Ora Allen..... At-Large
Branden Delph..... At-Large
Mike Daugherty..... Ward 1
Dave Miller..... Ward 2
Shirley Whitt..... Ward 3
Jeanette Marcus..... Ward 4

Michael Davis, City Manager
Martina Dillon, Law Director

Moraine Municipal Building • 4200 Dryden Rd, Moraine, OH 45439

I. Regular Meeting Call to Order

- A. Roll Call
- B. Pledge of Allegiance
- C. Approval of Minutes
 - 1. Regular City Council Meeting Minutes - January 22, 2026
- D. Special Presentations

II. Reports from the Following

- A. Finance Committee
- B. Finance Director
- C. Committee of the Whole
- D. City Manager
 - 1. City Manager's Report — February 12, 2026
- E. Law Director
- F. Mayor

III. Guest Speakers - None

IV. Business

(Anyone wishing to raise a question about any piece of legislation listed on this agenda will have three (3) minutes at this time. All other topics to be addressed to Council will be heard later in this meeting.)

Ordinances

- 2219-26 An Ordinance certifying unpaid charges for grass mowing and weed cutting to the Montgomery County Auditor for collections with real estate taxes in the amount of \$17,695.97.
- 2220-26 An Ordinance authorizing the City Manager to sign on behalf of the City Of Moraine, Ohio, and cause to be recorded with the office of the Montgomery County, Ohio, Recorder release of a base lease dated July 1, 2016, between the City Of Moraine, Ohio, and Project C.U.R.E., Inc. and release of a sublease dated July 1, 2016, between the City Of Moraine, Ohio and Project C.U.R.E., Inc. and declaring an emergency.
- 2221-26 An Ordinance approving current replacement pages to the Moraine Codified Ordinances and declaring an emergency.
- 2222-26 An Ordinance to amend Moraine Codified Ordinance Chapter 549 (“Weapons And Explosives”) to repeal and replace Section 549.08 (“Discharging Weapons; Exceptions”), to repeal Sections 549.09 (“Unlawful Use Of Air Guns”), 549.10 (“Possession of Certain Weapons Prohibited”), and 549.12 (“Storage of Explosives; Blasting Permit Required”); amending Section 549.11 (“Use of Cross Bows, Bows and Arrows Prohibited”), and amending Section 549.14 (“Falsification of Concealed

Handgun License; Possessing a Revoked or Suspended Concealed Handgun License”) and declaring an emergency.

Resolutions

Voice Vote

- V. Persons Appearing Before Council**
- VI. Any Other Business**
- VII. Executive Session**
- VIII. Adjournment**

RECORD OF PROCEEDINGS

Minutes of City Council

Held January 22, 2026

Regular Meeting Call to Order

Meeting called to order at 6:00 PM.

Roll Call

Teri Murphy	Mayor	Present
Branden Delph	At-Large	Present
Ora Allen	At-Large	Present
Mike Daugherty	Ward 1	Present
Dave Miller	Ward 2	Present
Shirley Whitt	Ward 3	Present
Jeanette Marcus	Ward 4	Present

Staff Attendance:

City Manager Michael Davis	Law Director Martina Dillon
Police Chief Craig Richardson	Fire Chief Traci Kuzminski
Finance Director Annetta Williams	Street Superintendent Chris Dunn
Build. Maint. Superintendent Rocky Bangert	City Engineer Lauren Alvarado
City Planner Nick Sorice	Deputy Finance Director Lora Perry
Parks and Recreation Director Brent Shane	Public Information Officer Aaron Vietor
Build. & Zoning Admin. Brent Carpenter	Clerk of Council Karen Powell

Pledge of Allegiance

Mayor Murphy led the Pledge of Allegiance.

Approval of Minutes

Regular City Council Meeting Minutes - January 8, 2026

Mayor Murphy asked if there were any changes or corrections to the January 8, 2026, Regular Council meeting minutes. Hearing none, the minutes were approved as submitted.

Special Presentations - None

Reports from the Following

Finance Committee

No report.

Finance Director

December 2025 Monthly Financial Report

Finance Director Annetta Williams stated the December 2025 monthly financial report is included in the packet. She noted she did review the highlights at the last Regular Council meeting. She reported that Payroll has distributed W-2 forms and the Finance Department is working on the Big Beautiful Bill overtime reporting for the employees.

RECORD OF PROCEEDINGS

Minutes of City Council

Held January 22, 2026

Committee of the Whole

Ms. Marcus noted the last Committee of the Whole meeting was on January 8, 2026. She reported there would be a meeting this evening.

City Manager

City Manager's Report - January 22, 2026

City Manager Mike Davis stated he has nothing further unless there are questions regarding the City Manager's Report.

Law Director

No report.

Mayor

No report.

Guest Speakers - None

Business

Ordinances

2215-25 An Ordinance approving the amended City of Moraine Personnel Policy Manual.

Mrs. Allen noted that this is the second reading of the legislation approving the revised Personnel Policy Manual. She moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Ora Allen
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Branden Delph
NAYS: None
ABSTAIN: None

2217-26 An Ordinance to amend Moraine Codified Ordinance Chapter 901 (“Use of Public Rights-Of-Way, Public Land and Public Easements”) to add a new Section 901.22 entitled “Right-Of-Way Minor Maintenance Permit Requirement”.

Mr. Daugherty explained that this legislation approves a new Section 901.22 of the Codified Ordinances which will simplify the right-of-way permitting process. He noted this is the second reading of the Ordinance. Mr. Daugherty moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Mike Daugherty
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Branden Delph
NAYS: None
ABSTAIN: None

RECORD OF PROCEEDINGS

Minutes of City Council

Held January 22, 2026

Resolutions

8211-26 A Resolution authorizing the City Manager to enter into an agreement with the Montgomery County Microfilming Board for services and supplies for 2026.

Mr. Delph remarked that this Resolution approves an agreement with Montgomery County for continued records storage and microfilming services for the City and that this is a budgeted item. Mr. Delph moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Branden Delph
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Branden Delph
NAYS: None
ABSTAIN: None

8212-26 A Resolution approving continued membership in the Ohio Municipal League and authorizing payment of dues for 2026 in the amount of \$1,257.00.

Ms. Marcus stated that this Resolution approves continued membership in the Ohio Municipal League for 2026 and is a budgeted item. Ms. Marcus moved to approve.

8213-26 A Resolution approving participation in the Business First! Intergovernmental Program for the years 2026-2030 and authorizing payment of fees in an amount not to exceed \$1,500.00 per year.

Mr. Miller stated that this Resolution approves the City's continued participation in the Business First! Intergovernmental Program and approves the associated fees. He noted this is a budgeted item. Mr. Miller moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Dave Miller
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Branden Delph
NAYS: None
ABSTAIN: None

8214-26 A Resolution authorizing the Ohio Department of Transportation to undertake Elbee Road Bridge Replacement within the City of Moraine and known as the MOT Elbee Road Bridge Project (Pid No. 120483).

Mrs. Whitt explained that as the LPA, the City is required to authorize ODOT to undertake the Elbee Road Bridge Replacement Project. She said this Resolution provides that consent. Mrs. Whitt moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Shirley Whitt
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Branden Delph
NAYS: None
ABSTAIN: None

8215-26 A Resolution authorizing the Ohio Department of Transportation to undertake Springboro Pike Repaving Project within the City of Moraine and known as the MOT-741-6.20 Project (Pid No. 111540).

RECORD OF PROCEEDINGS

Minutes of City Council

Held January 22, 2026

Mrs. Allen noted that this Resolution allows ODOT to administer the Springboro Pike Repaving Project. Mrs. Allen moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Ora Allen
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Branden Delph
NAYS: None
ABSTAIN: None

8216-26 A Resolution declaring the items listed on the attached 2026 list to be surplus and no longer needed for municipal purposes and authorizing the City Manager to dispose of such items through GovDeals Auction or donation to a non-profit organization or through a trade-in program.

Mr. Daugherty stated that this Resolution authorizes the disposal of listed items which are no longer of value or useful to the City. Mr. Daugherty moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Mike Daugherty
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Branden Delph
NAYS: None
ABSTAIN: None

Voice Vote - None

Persons Appearing Before Council - None

Any Other Business

Parks and Recreation Director Brent Shane provided an update on the splash pad. He reported that staff met with the Kleingers Group staff yesterday and last week. He noted things are turning in the right direction, and he feels like this project is in good hands with the Kleingers Group. He said the land is currently being surveyed and there should be a site design by April 2026.

City Planner Nick Sorice thanked Mr. Shane and the Kleingers Group for putting on a great event with the splash pad vision workshop. He said there is a lot of preliminary work and behind the scenes work that Mr. Shane and other departments do, and he wanted to express his appreciation for their dedication.

Clerk of Council Karen Powell stated she completed the Public Records and Sunshine Laws training for Council. She offered a link to the training if any Council Member would like to refresh their knowledge. She stated that Council should have received information regarding the Ohio Ethics Commission Financial Disclosure. She asked Council to reach out with any questions.

Ms. Allen reminded everyone to stay warm, stay in if possible, and to be very careful with the upcoming winter storm.

Ms. Marcus asked Police Chief Craig Richardson if the data on the flock cameras is stored?

Chief Richardson replied that information can be accessed for a certain time period.

RECORD OF PROCEEDINGS

	Minutes of City Council	Held January 22, 2026

Mrs. Whitt offered prayers for the Street Division, Police Division, and Fire Division staff during the upcoming storm. She said they do not get a choice of whether to be out or not.

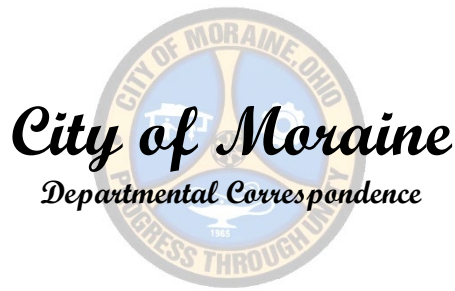
Mayor Murphy asked that everyone stay safe.

Executive Session - None

Adjournment

Mayor Murphy thanked the Miami Valley Communications Council for broadcasting this meeting live as well as any future rebroadcasts.

Meeting adjourned at 6:15 PM.



TO: Mayor
City Council

FROM: Michael Davis, City Manager

DATE: February 9, 2026

SUBJECT: City Manager's Report

1) City Manager

- a) Attended the regional City Managers' Roundtable Meeting on February 2, 2026. Discussion included a state legislative update and initiatives around the property tax elimination concern.
- b) Attended the monthly MVTCG (MVCC) Managers Gov Tech Meeting. An update was provided on the streetlight negotiations – it is still ongoing with not much progress due to challenging rate increase proposals.
- c) We continue to work with the school district on possible modifications to the existing TIF agreement.
- d) We have received an update from the Landbank on the Gladstone property discussed at the last Council Meeting. Building and Zoning Administrator Brent Carpenter did a follow-up inquiry, and the Landbank recently provided a forfeited property application. I will be submitting the application and fee.

2) Parks

- a) Staff attended the Ohio Parks and Recreation Association (OPRA) Conference from February 1–4, 2026, in Sandusky, Ohio.
- b) Final preparations are underway for the Community Easter Egg Hunt and Adult Flashlight Hunt. Twenty-one prize baskets have been completed for the Community Hunt, and 50 prizes were ordered for the Adult Flashlight Hunt.
- c) The West Carrollton Baseball Club and the Greater Dayton Athletics Association (GDAA) have inquired about ballfield usage for the spring and summer seasons.
- d) The first 2026 Member Appreciation Day will be held on Friday, February 20, 2026, at 9:45 a.m., with Bob Evans catering the event at the Payne Recreation Center.
- e) Parks and Recreation began distributing water bottles to members and Silver Sneakers members. The initiative has been well received, and members have expressed appreciation. Silver and Fit active membership has grown to seven members, and the January 2026 scan-in numbers are expected to surpass our previous monthly high.

3) Police

- a) January 18: An OVI suspect initially refused to stop. A GPS device was used to track and arrest the suspect, who was charged with numerous violations.
- b) January 25: A drunk driver was pulled over after falling asleep on Gettysburg during a snowstorm. Officers arrested the driver.
- c) Numerous other snow- and weather-related calls were received.
- d) January 29: A vehicle fled from a traffic stop and immediately traveled the wrong way on Kettering Blvd. The officer did not pursue due to significant safety concerns. After approximately 1.5 miles, the vehicle crashed, resulting in a fatality. The suspect fled on foot, leaving his mother and girlfriend in the car. The suspect was later apprehended and transported to the hospital, then to jail. Initial bond was set at \$950,000 on vehicular homicide charges.
- e) February 4: Shots were fired on Cozy Camp. Suspects fled the scene in an unknown direction. Officers and detectives identified suspects. The investigation is ongoing.
- f) Detective Yauger was selected to attend a prestigious federal computer crime investigation training class.
- g) Businesses in the Dorothy Lane area are experiencing mail thefts. The investigation is ongoing.
- h) The CIT Co-Responder Program is working very well, with many positive contacts and referrals made on behalf of the city.
- i) The suspect in the road rage incident from July 4, 2025, was found guilty and will receive an eight-year prison sentence.
- j) There were 24 calls for service at Walmart, 9 calls at Red Roof, 8 calls at Red Horse and 46 calls for service on I-75.

4) Street Division

- a) During the storm, staff worked over 50 hours of overtime. More than 100 driveways were cleared, mailboxes were dug out, and staff hauled over 100 loads of snow from high-traffic areas. Superintendent Chris Dunn reported that an order has been placed for 800 tons of salt to replenish what has been used.

Bi-Monthly Report

To: Michael Davis, City Manager
From: Traci Kuzminski, Fire Chief 
Date: February 4th, 2026
Subject: Activity Report

The Fire Division responded to a total of 201 Incidents from January 11th, 2026 – January 31st 2026.

EMS/ Fire & Rescue –

- Division Responded to 14 Motor Vehicle Incidents
- Division responded to 123 EMS Incidents
- Division responded to 26 Fire Alarm/Detector Activations
- Division Responded to 37 other calls
- Division Responded to 1 Structure Fire on Pensacola

Long-term projects/issues:

- New Medic ordered. Still Waiting
- Order of new ladder E-One Metro Quint Fire Truck through Vogelpohl Fire Equipment.

Full time hiring/promotions:

- Full Time Hiring, Interviews complete

Part time hiring:

- We have 4 part time personnel currently on the roster

Short-term projects/issues:

- 30 Bathroom remodel; complete

Number of Inspections/Re-Inspections:

- 0 Inspections

Meetings:

- Council Meeting 1/22

Other:

- 1 CPR Class ---South Community
- Tabletop exercise with Pinnacle Point 1/21
- EMS Training through KMC-Traumatic Brain Injury- all crews
- (2) Preplans 3055 Kettering Blvd. & Acorn Construction 1/29
- Lt Segraves Attended Strategy and Tactics for Single and Multi-Company Ops @OFA
- FF Post Fire Officer I Class 1/28-1/30
- Mental Health training-ETMS

An Ordinance certifying unpaid charges for grass mowing and weed cutting to the Montgomery County Auditor for collections with real estate taxes in the amount of \$17,695.97.

Department: Finance

Request: Action Item

Item Background and Purpose:

Requesting an ordinance be prepared for authorization to send assessments to Montgomery County for property tax assessments for unpaid invoices issued in 2025 summer and fall for cleanup and grass mowing.

Financial Impact:

Is Item Budgeted?: No

Funding Source: NA

Attachments:

1. 2026-01-14 Grass Mowing Assessments
2. 2026-01-14 Grass Mowing Assessments-Exhibit A revised 1-27-2026

RECORD OF ORDINANCES

Ordinance No. 2219-26

AN ORDINANCE CERTIFYING UNPAID CHARGES FOR GRASS MOWING AND WEED CUTTING TO THE MONTGOMERY COUNTY AUDITOR FOR COLLECTIONS WITH REAL ESTATE TAXES IN THE AMOUNT OF \$17,695.97.

WHEREAS, the Codified Ordinances of the City of Moraine, Ohio, requires that any owner, occupant, or any person having the care of any lot or land within the City of Moraine, Ohio, shall cut down and remove all offensive and noxious weeds; and

WHEREAS, Section 1412.10 and .11 of the Moraine Codified Ordinances and Sections 731.51 through 731.53, Ohio Revised Code, permit the City of Moraine to cause such noxious weeds to be cut and destroyed if the City has complied with the requirements of those sections; and

WHEREAS, Sections 731.54, Ohio Revised Code, permits municipalities which have cut noxious weeds under the procedure outlined in Sections 731.51 through 731.53, Ohio Revised Code, to make a written return of its actions with a statement of the charges for this service to the County Auditor the amounts, when allowed, shall be entered upon the tax duplicate, which shall be a lien upon such lands from the date of the entry and shall be collected as other taxes and returned to the municipal corporation with the general fund; and

WHEREAS, the City of Moraine, through its Division of Streets in conformity with the provisions of Section 1412.10 and .11 of the Moraine Codified Ordinances and Sections 731.51 through 731.53, Ohio Revised Code, did cut down and destroy noxious weeds, vines, and grass at various locations throughout the City of Moraine, the charges for these services, in many instances, remains unpaid.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: That the Finance Director is hereby authorized and directed to certify noxious weeds at various locations throughout the City of Moraine, Ohio, by the City of Moraine, Ohio, through its Division of Streets. The list, which is attached hereto as Exhibit A and incorporated by reference herein, identifies the properties to be assessed by Parcel ID numbers and specifies the unpaid charges for cutting down noxious weeds. The City requests that these charges be made a lien against the respective properties in accordance with Section 731.54, Ohio Revised Code.

SECTION 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of this Ordinance to the City Manager and Finance Director.

City of Moraine

Finance Department



To: Mayor & City Council

From: Annetta Williams, Finance Director

Date: January 14, 2026

Subject: Grass Mowing Assessments

Each year, the City of Moraine cuts the grass on properties that are not compliant with the City's tall grass ordinance. The City has an established process to invoice property owners for any work done on their property. If these invoices go unpaid for at least 30 days, the City has the right to assess these amounts to the property tax bills. The Montgomery County Auditor can place current grass mowing assessments on the next tax bills. Assessments need to be sent to the Montgomery County Auditor by the second Monday of September to be included on the next tax bills.

Currently, we have 18 properties with outstanding invoices totaling \$17,695.97 from the summer/fall of 2025 that need to be assessed. I am requesting legislation to be prepared to authorize me to send the assessments listed in the attachments to the Montgomery County Auditor.

Exhibit A: City of Moraine Current Grass Mowing Assessments

Parcel ID	Project Number	Tax Year	Amount	Address
J44 04103 0071	31500	2026	\$484.85	3010 Kettering Blvd
J44 20904 0031	31500	2026	\$435.83	2552 Gladstone
J44 20904 0031	31500	2026	\$439.39	2552 Gladstone
J44 20904 0031	31500	2026	\$435.83	2552 Gladstone
J44 20904 0031	31500	2026	\$436.86	2552 Gladstone
J44 20905 0028	31500	2026	\$531.81	2910 Gladstone St
J44 20905 0028	31500	2026	\$439.39	2910 Gladstone St
J44 20905 0028	31500	2026	\$435.83	2910 Gladstone St
J44120911 0038	31500	2026	\$531.81	4101 Ellery Ave
J44120911 0038	31500	2026	\$439.39	4101 Ellery Ave
J44120911 0038	31500	2026	\$1,634.02	4101 Ellery Ave
J44120911 0038	31500	2026	\$381.08	4101 Ellery Ave
J44120913 0051	31500	2026	\$435.83	3443 Trail On Road
J44120913 0054	31500	2026	\$435.83	3357 Trail On Road
J44120913 0054	31500	2026	\$435.83	3357 Trail On Road
J44120913 0115	31500	2026	\$470.45	3409 Cozy Camp
J44120913 0203	31500	2026	\$484.85	4808 Elter Dr.
J44120914 0057	31500	2026	\$435.83	3512 Beechgrove
J44120914 0145	31500	2026	\$459.31	3609 Cozy Camp
J44120914 0206	31500	2026	\$459.31	3601 Clearview
J44120914 0206	31500	2026	\$470.45	3601 Clearview
J44120914 0206	31500	2026	\$377.51	3601 Clearview
J44120914 0294	31500	2026	\$435.83	3708 Trail On Road
J44120914 0294	31500	2026	\$470.45	3708 Trail On Road
J44120914 0381	31500	2026	\$435.83	3740 Clearview
J44120914 0381	31500	2026	\$235.23	3740 Clearview
J44120914 0381	31500	2026	\$377.51	3740 Clearview
J44120914 0382	31500	2026	\$435.83	3738 Clearview
J44120914 0382	31500	2026	\$235.23	3738 Clearview
J44120914 0382	31500	2026	\$377.51	3738 Clearview
J44120916 0018	31500	2026	\$435.83	2054 Munich Ave.
J44120916 0018	31500	2026	\$444.87	2054 Munich Ave.
J44120916 0018	31500	2026	\$377.51	2054 Munich Ave.
J44121002 0044	31500	2026	\$470.45	4617 Miami Shores Dr.
J44121006 0006	31500	2026	\$539.79	3021 Old Sellars Road
J44121006 0006	31500	2026	\$470.45	3021 Old Sellars Road
J44121006 0006	31500	2026	\$377.51	3021 Old Sellars Road
J44226406 0002	31500	2026	\$484.85	4464 S. Union
			\$17,695.97	

Exhibit B: City of Moraine Cumulative Grass Mowing Assessments

Parcel ID	Project Number	Tax Year	Amount
J44 04103 0071	31500	2026	\$484.85
J44 20904 0031	31500	2026	\$1,747.91
J44 20905 0028	31500	2026	\$1,407.03
J44120911 0038	31500	2026	\$2,986.30
J44120913 0051	31500	2026	\$435.83
J44120913 0054	31500	2026	\$871.66
J44120913 0115	31500	2026	\$470.45
J44120913 0203	31500	2026	\$484.85
J44120914 0057	31500	2026	\$435.83
J44120914 0145	31500	2026	\$459.31
J44120914 0206	31500	2026	\$1,307.27
J44120914 0294	31500	2026	\$906.28
J44120914 0381	31500	2026	\$1,048.57
J44120914 0382	31500	2026	\$1,048.57
J44120916 0018	31500	2026	\$1,258.21
J44121002 0044	31500	2026	\$470.45
J44121006 0006	31500	2026	\$1,387.75
J44226406 0002	31500	2026	\$484.85
			\$17,695.97

Exhibit A: City of Moraine Current Grass Mowing Assessments
REVISED 1/27/2026

Parcel ID	Project Number	Tax Year	Amount	Address
J44 04103 0071	31500	2026	\$484.85	3010 Kettering Blvd
J44 20904 0031	31500	2026	\$435.83	Gladstone St, Lot 2552
J44 20904 0031	31500	2026	\$439.39	Gladstone St, Lot 2552
J44 20904 0031	31500	2026	\$435.83	Gladstone St, Lot 2552
J44 20904 0031	31500	2026	\$436.86	Gladstone St, Lot 2552
J44 20905 0028	31500	2026	\$531.81	2910 Gladstone St
J44 20905 0028	31500	2026	\$439.39	2910 Gladstone St
J44 20905 0028	31500	2026	\$435.83	2910 Gladstone St
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J44120916 0018	31500	2026	\$435.83	2054 Munich Ave.
J44120916 0018	31500	2026	\$444.87	2054 Munich Ave.
J44120916 0018	31500	2026	\$377.51	2054 Munich Ave.
J44121002 0044	31500	2026	\$470.45	4617 Miami Shores Dr.
J44121006 0006	31500	2026	\$539.79	3021 Old Sellars Road
J44121006 0006	31500	2026	\$470.45	3021 Old Sellars Road
J44121006 0006	31500	2026	\$377.51	3021 Old Sellars Road
J44226406 0002	31500	2026	\$484.85	4464 S. Union
			\$17,695.97	

An Ordinance authorizing the City Manager to sign on behalf of the City Of Moraine, Ohio, and cause to be recorded with the office of the Montgomery County, Ohio, Recorder release of a base lease dated July 1, 2016, between the City Of Moraine, Ohio, and Project C.U.R.E., Inc. and release of a sublease dated July 1, 2016, between the City Of Moraine, Ohio and Project C.U.R.E., Inc. and declaring an emergency.

Department: Clerk of Council

Request: Action Item

Item Background and Purpose:

In 2016, Council adopted Ordinance 1948-16 authorizing the issuance of certain revenue bonds in connection with Project C.U.R.E. Also in connection with that, the Ordinance authorized the City to enter into two written lease agreements with Project C.U.R.E. – a base lease and a sublease. Those two leases were recorded with the Montgomery County Recorder in 2016. The Project C.U.R.E. real estate has sold and the attorney for the buyer contacted the City requesting that releases of these two leases be recorded to clear the title. The City has received written confirmation from PNC and from Thompson Hine (bond counsel) that the bonds are paid in full. Therefore, legislation is requested for the February 12 Council meeting authorizing the City Manager to sign releases of the two leases to be recorded with the Office of the Recorder.

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

1. Exhibit A
2. Exhibit B
3. Exhibit C

RECORD OF ORDINANCES

Ordinance No. 2220-26

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF MORaine, OHIO, AND CAUSE TO BE RECORDED WITH THE OFFICE OF THE MONTGOMERY COUNTY, OHIO, RECORDER RELEASE OF A BASE LEASE DATED JULY 1, 2016, BETWEEN THE CITY OF MORaine, OHIO, AND PROJECT C.U.R.E., INC. AND RELEASE OF A SUBLEASE DATED JULY 1, 2016, BETWEEN THE CITY OF MORaine, OHIO AND PROJECT C.U.R.E., INC. AND DECLARING AN EMERGENCY.

WHEREAS, , the City of Moraine, Ohio (the “Issuer”), by virtue of the laws of the State of Ohio, including Chapter 140 of the Ohio Revised Code (as amended from time to time, the “Act”), acting by and through its City Council (the “Legislative Authority”), via Ordinance No. 1948-16 adopted July 14, 2016 (Exhibit A), authorized (a) issuance of revenue bonds (“Bonds”) to finance “hospital facilities,” as defined in the Act (“Hospital Facilities”), in furtherance of the public purposes of the Act; and (b) thereafter executed and delivered certain agreements and instruments, including the Base Lease dated July 1, 2016 between the City of Moraine, Ohio and Project C.U.R.E., Inc. (Exhibit B) and the Sublease dated July 1, 2016 between the City of Moraine, Ohio and Project C.U.R.E., Inc. (Exhibit C); and

WHEREAS, the City of Moraine, Ohio has been advised the Project C.U.R.E. real estate identified in the attached Exhibits B and C has been sold and the City has been contacted by the Attorney for the Purchaser of said real estate requesting releases of the aforementioned Leases (Exhibits B and C) be recorded with the Office of the Montgomery County, Ohio Recorder since the terms of the said leases have expired and the subject Bonds have been paid in full; and

WHEREAS, the City of Moraine, Ohio has received correspondence from PNC Bank, National Association, Senior Counsel verifying the subject revenue bond has been “paid in full”; as well as correspondence from bond counsel verifying the Bonds have been paid in full; and

WHEREAS, , in light of the foregoing, the City Council desires to authorize the City Manager, on behalf of the City of Moraine, Ohio, to sign and cause to be recorded with the Office of the Montgomery County, Ohio Recorder, releases of the Base Lease dated July 1, 2016 between the City of Moraine, Ohio and Project C.U.R.E., Inc. (Exhibit B) and the Sublease dated July 1, 2016 between the City of Moraine, Ohio and Project C.U.R.E., Inc. (Exhibit C).

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: That the City Manager is hereby authorized and directed to execute and cause to be recorded with the Office of the Montgomery County, Ohio Recorder, releases of the aforementioned Base Lease (Exhibit B) and the Sublease (Exhibit C).

SECTION 2: That it is found and determined that all formal actions of this Legislative Authority concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Legislative Authority, and that all deliberations of this Legislative Authority in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 3: That for the reasons set forth in the preamble hereto, which is made a part hereof, this Ordinance is hereby determined to be an emergency measure and shall take effect forthwith provided that it receives the affirmative vote of not less than five (5) members elected to the Legislative Authority; otherwise it shall take effect from and after the earliest period allowed by law.

SECTION 4: That this Ordinance shall be in force immediately upon its passage.

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RECORD OF ORDINANCE

Ordinance No. 1948-16

Passed July 14, 2016

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF HEALTH CARE FACILITIES REVENUE BONDS (PROJECT C.U.R.E., INC. PROJECT), OF THE CITY OF MORaine, OHIO, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF A BASE LEASE AND SUBLEASE IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT TO SECURE SUCH BONDS; AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION OF A TAX REGULATORY AGREEMENT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Moraine, Ohio (the "Issuer"), by virtue of the laws of the State of Ohio, including Chapter 140 of the Ohio Revised Code (as amended from time to time, the "Act"), acting by and through its City Council (the "Legislative Authority"), is authorized (a) to issue revenue bonds to finance "hospital facilities," as defined in the Act ("Hospital Facilities"), in furtherance of the public purposes of the Act and (b) to enact this Ordinance and execute and deliver the agreements and instruments hereinafter identified; and

WHEREAS, this Legislative Authority has determined and does hereby confirm, in sole reliance upon representations of the hereinafter defined Sublessee, that the Project, as defined herein, will provide economies in the operation of Hospital Facilities, and better provide for the health and welfare of the people of the State of Ohio and those who reside within the municipal boundaries of the Issuer by enhancing the availability, efficiency and economy of such Hospital Facilities and the services rendered thereby to be available to or for the service of the general public, including the residents of the Issuer, without discrimination by reason of race, creed, color or national origin, and that the Issuer, through the issuance of revenue bonds in an aggregate principal amount not to exceed \$3,000,000 (the "Bonds") will be acting in the manner consistent with and in furtherance of the provisions of the laws of the State of Ohio, particularly the Act;

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that the Project herein described be completed at the earliest possible time in order to protect and advance the public health and safety and to permit the Sublessee to take advantage of favorable trends in the tax-exempt bond market;

NOW THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF MORaine, OHIO:

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SECTION 1. That this Legislative Authority hereby determines that revenue bonds shall be issued pursuant to the provisions of the Act for the purposes set forth in the preambles hereto. The Bonds will be issued in a principal amount not to exceed \$3,000,000 in the aggregate as provided for in the Bond Purchase Agreement, as defined herein, and shall be designated as (a) the "City of Moraine, Ohio Health Care Facilities Revenue Bond, Series 2016 (PROJECT C.U.R.E., INC. Project)". The Bonds shall be issued in the form and denominations and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, bear interest at the rate or rates, and be payable on the dates as hereafter provided.

SECTION 2. That, in addition to the words and terms defined in the recitals and elsewhere in this Ordinance, the words and terms defined in this Section shall have the meanings herein specified unless the context or use clearly indicates another or different meaning or intent. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings assigned to them in the Sublease or the Bond Purchase Agreement, as defined herein.

"Advances" means advances, from time to time, of proceeds of the Bonds made by the Original Purchaser (or any subsequent Holder of the Bonds) to pay costs of the Project and costs of issuance of the Bonds pursuant to the terms of this Bond Legislation, the Sublease, the Bond Purchase Agreement and the Construction Advances Agreement.

"Assignment" means the Assignment of Rights under a Base Lease and Sublease from the Issuer to the Original Purchaser.

"Legislative Authority" means the City Council of the Issuer.

"Bond Legislation" means this Ordinance.

"Bond Purchase Agreement" means the Bond Purchase Agreement among the Issuer, the Sublessee, the Servicing Agent and the Original Purchaser, and any permitted amendments or supplements thereto.

"Bond Service Charges" for any time period means the principal, including any amortization or redemption requirements, interest, and redemption premium, if any, required to be paid by the Issuer on the Bonds for such time period.

"Bonds" means the Bonds authorized in Section 1 hereof.

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"Bond Counsel" means nationally recognized bond counsel experienced in the field of municipal finance acceptable to the Issuer, initially Thompson Hine LLP.

"Code" means the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

"Construction Advances Agreement" means the Construction Advances Agreement between the Sublessee and the Original Purchaser, and any permitted amendments or supplements thereto.

"Costs of Issuance Fund" means the fund created by Section 5 hereof.

"Determination of Taxability" means (a) the enactment of legislation to or with the effect that interest payable on the Bonds is includable in the gross income of the Holder (provided that the Holder is not a "substantial user" or "related person" as each such term is defined in the Code) under the federal income tax laws, any such determination being deemed to have occurred on the effective date of such legislation; or (b) receipt by the Sublessee, the Issuer, or the Holder of notice that the Commissioner of Internal Revenue or any district director of the Internal Revenue Service, based upon filings of the Sublessee, any review or audit of the Sublessee, or any ground whatsoever, shall have determined that a Taxable Event has occurred; provided that the Sublessee shall have been afforded a reasonable opportunity to appeal such determination, but only so long as (i) the Sublessee shall diligently pursue such appeal, and (ii) the Sublessee shall provide the Holder with reasonable assurance of payment of all obligations to the Holder in connection with the Bonds as a result of an adverse determination of such appeal, and (iii) the prosecution of such appeal does not otherwise adversely affect the Holder in the Holder's reasonable judgment; or (c) issuance of a published or private ruling or a technical advice memorandum by the Internal Revenue Service, or a determination by any court of competent jurisdiction, that the interest payable on the Bonds is includable for federal income tax purposes in the gross income of the Holder (except as aforesaid); or (d) an opinion of Bond Counsel addressed to the Holder that such Bond Counsel cannot conclude that the interest on the Bonds qualifies as exempt income under Section 103 of the Code; provided, however, that the Sublessee shall have been given 30 days' notice and an opportunity to consult with such Bond Counsel.

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"Disbursed Amount" means, with respect to the Bonds, the sum of the Advances made by the Original Purchaser (or any subsequent Holder of the Bonds) pursuant to the terms of this Bond Legislation, the Sublease, the Bond Purchase Agreement and the Construction Advances Agreement.

"Drawdown Period" means, with respect to the Bonds, the period of time from the Issuance Date of the Bonds through the Drawdown Period Completion Date of the Bonds, during which time the Sublessee may request Advances of the Bonds pursuant to this Bond Legislation, the Sublease, the Bond Purchase Agreement and the Construction Advances Agreement.

"Drawdown Period Completion Date" means, with respect to the Bonds, the Interest Payment Date following the date that is twelve (12) months after the Issuance Date of the Bonds.

"Eligible Investments" means (i) any bonds or other direct obligations of, or fully guaranteed by, the United States of America; (ii) obligations of the Federal National Mortgage Association or the Government National Mortgage Association; (iii) obligations of the Federal Intermediate Credit Banks; (iv) obligations of Federal Land Banks; (v) obligations of Federal Home Loan Banks; (vi) obligations of the Federal Financing Bank; (vii) bank repurchase agreements issued by a Federal Reserve member bank fully secured by obligations of any of the kinds specified in clauses (i) through (vi) above; (viii) time deposits, certificates of deposit, or bankers acceptances of banks or trust companies, including the Original Purchaser, organized under the laws of the United States of America or any state thereof, which have combined capital and earned and unearned surplus of at least \$25,000,000 in dollars of the United States of America; (ix) commercial paper or finance company paper which is rated not less than prime-one or A-1 or their equivalents by Moody's Investors Service, Inc. ("Moody's"), or Standard & Poor's Ratings Group, a Division of McGraw Hill Companies ("S&P"), respectively, or their successors, or both, if rated by both; (x) obligations, of any state of the United States of America or of any political subdivision or other instrumentality of any such state, which are rated at least "A" or its equivalent by either Moody's or S&P, or their successors, or both, if rated by both; or (xi) money market funds of the Servicing Agent or any of its affiliates investing solely in obligations specified in clauses (i) through (x) above.

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"Final Maturity Date" means, with respect to the Bonds, the Interest Payment Date that is the twentieth (20th) annual anniversary date of the Drawdown Period Completion Date for the Bonds.

"Holder" means, initially, the Original Purchaser, and any subsequent registered owner of the Bonds.

"Interest Payment Date" means the last day of each month or otherwise as provided for in the Bond Form for the Bonds.

"Issuance Date" means, with respect to the Bonds, the date of the issuance of the Bonds, which shall be determined in accordance with the Bond Purchase Agreement.

"Issuer" means the City of Moraine, Ohio .

"Original Purchaser" means PNC Bank, National Association, a national banking association.

"Payment in Full of the Bonds" means the first date when all principal of and premiums (if any) and interest on the Bonds shall have been paid in full.

"Pledged Receipts" means (a) all payments of Basic Rent, (b) all other moneys received by the Issuer or the Holder for the account of the Issuer, in respect of the Sublease or the Project, except certain expense, reimbursement and indemnity payments which are, pursuant to the provisions of the Sublease, to be made by the Sublessee directly to the Issuer, (c) unexpended proceeds derived from the sale of the Bonds on deposit in the Project Fund and the Costs of Issuance Fund, and (d) the income and profit from the investment of any moneys while held in the Project Fund and the Costs of Issuance Fund; provided, however, there shall be excluded from Pledged Receipts any moneys paid into the Rebate Fund pursuant to the Tax Regulatory Agreement.

"Project" means acquisition, construction, installation and equipping by the Sublessee of certain Hospital Facilities consisting of a drug rehabilitation services facility providing medication assisted treatment for opioid use disorder to be located within the boundaries of the Issuer, including site improvements.

"Project Fund" means the fund created by Section 4 hereof.

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"Servicing Agent" means PNC Bank, National Association, a national banking association.

"Sublease" means the Sublease between the Issuer and the Sublessee.

"Sublessee" means PROJECT C.U.R.E., INC., an Ohio nonprofit corporation, and its successors and assigns.

"Taxable Event" means the application of the proceeds of the Bonds in such manner, or the occurrence or non-occurrence of any other event (except the enactment of legislation described in clause (a) of the definition of "Determination of Taxability" above), whether within or without the control of the Sublessee, with the result that, under the Code, the interest on the Bonds is or becomes includable in the gross income for federal income tax purposes of the Holder (except as aforesaid).

"Tax Regulatory Agreement" means the Tax Exemption Certificate and Agreement among the Issuer, the Sublessee, the Servicing Agent and the Original Purchaser.

"Undisbursed Proceeds" means the difference between (a) the maximum principal amount of the Bonds as issued, and (b) the Disbursed Amount of the Bonds.

Any reference herein to the Issuer, the Legislative Authority, or to any officer or official or employee thereof, shall include those succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference to a section or provision of the Code, the Ohio Constitution or the Act or to a section, provision or chapter of the Ohio Revised Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented, or superseded; provided, however, that no such change shall alter the obligation to pay the Bond Service Charges in the amounts and manner, at the times, and from the sources provided in this Bond Legislation, except as otherwise herein permitted, or shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Issuer, a Holder or the Sublessee under the Sublease.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, any pronoun shall be deemed to cover all genders, and

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the terms "herein", "hereof", "hereby", "hereto", "hereunder", and similar terms, mean this Bond Legislation and not solely the portion hereof in which any such word is used.

SECTION 3. The Bonds shall be initially issued as one fully registered Bond, in the name of the Original Purchaser, dated as of its Issuance Date, in the denomination of the principal amount of the Bonds, numbered R-1, and in the form of Exhibit A to the Bond Purchase Agreement hereinafter authorized (with respect to the Bonds, the "Bond Form"). The Bonds shall mature on or before its Final Maturity Date (subject to all provisions herein for amortization and redemption). Upon any transfer and surrender of any Bonds in accordance with the provisions of the Bond Purchase Agreement, the Issuer shall execute and deliver a new Bond in exchange therefor as provided in the Bond Purchase Agreement.

Advances of the proceeds of the Bonds will be made and disbursed from time to time in accordance with the terms of this Bond Legislation, the Sublease and the Bond Purchase Agreement. The principal amount of the Bonds shall be reduced by the amount of Undisbursed Proceeds on the date following the Drawdown Period Completion Date for the Bonds. The obligation of the Issuer to make scheduled payments of principal and interest on the principal amount of the Bonds which remains outstanding after any such reduction shall not be affected by such reduction, such reduction operating instead to pay and redeem the principal of the Bonds at dates earlier than the originally scheduled principal amortization or payment date or dates, in inverse chronological order.

The principal of the Bonds shall be payable in accordance with an amortization schedule to be incorporated in, or attached to, the Bond Form for the Bonds on the Issuance Date for the Bonds, provided that the first payment of principal of the Bonds shall occur no earlier than Interest Payment Date following the Drawdown Period Completion Date for the Bonds and the final installment of the principal of the Bonds shall be paid no later than the Final Maturity Date for the Bonds.

Interest on the outstanding principal balance of the Bonds shall be payable at the rates of interest set forth in, and otherwise as provided for in, the Bond Form, provided that (a) interest shall only be paid on the Disbursed Amount of the Bonds, (b) the first payment of interest on the Bonds shall occur no earlier than the first Interest Payment Date following the Issuance Date of

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the Bonds, and (c) the rate of interest on the Bonds may not exceed the lesser of (i) 25% per annum, or (ii) the maximum rate permitted by law.

Notwithstanding the foregoing, in the event of a decrease in the Corporate Tax Rate of the Holder, enacted or effective after the date of issuance of the Bonds, the rate of interest on the Bonds shall be increased to the Adjusted Tax Exempt Rate (as hereinafter defined), effective as of the Interest Payment Date following the change in the Corporate Tax Rate. In this paragraph, (i) "Adjusted Tax Exempt Rate" shall mean the product of (A) the rate of interest on the Bonds times (B) a fraction (expressed as a decimal) the numerator of which is the number 1 minus the Corporate Tax Rate in effect following the change in such rate referred to in the preceding sentence and the denominator of which is the number 1 minus the Corporate Tax Rate in effect on the date of the original issuance of this Bond, and (ii) "Corporate Tax Rate" shall mean the highest marginal statutory rate of federal income tax imposed on corporations and applicable to the Holder.

Notwithstanding the foregoing, if at any time a Determination of Taxability shall occur with respect to the Bonds, the interest rate on the Bonds shall become the Taxable Rate of Interest as defined in the Bond Form therefor, retroactive to the date of the Event of Taxability. In such event the Issuer shall pay to the Holder thereof, on demand and as additional interest, but solely from Pledged Receipts, an amount equal to the sum of (a) the difference between (i) the aggregate amount of interest on the Bonds which would have been payable to such Holder if the interest rate thereon, commencing on the date of the Event of Taxability, had been the Taxable Rate of Interest, and (ii) the aggregate amount of interest on the Bonds actually paid on or prior to the Determination of Taxability; and (b) any amount which the Holder is actually obligated to pay as interest on unpaid taxes, penalties or other assessments which are due by reason of the Determination of Taxability. All interest payable on the Bonds after a Determination of Taxability with respect thereto shall be at the Taxable Rate of Interest. In addition, upon the occurrence of a Determination of Taxability with respect to the Bonds, the Holder shall have the option to accelerate the payment of the Basic Rent corresponding to the Bonds with respect to which the Determination of Taxability has occurred. Furthermore, the Sublessee shall pay all sums due under Section 7.4 of the Sublease by reason of a Determination of Taxability with

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respect to the Bonds after the payment or prepayment in full of that portion of the Basic Rent corresponding to the outstanding principal amount of the Bonds and Payment in Full of the Bonds.

Each payment on account of the Bonds shall be applied first to interest due on the Bonds and the balance to the repayment of the outstanding principal amount of the Bonds. All principal and interest of the Bonds shall be paid in full on or before the Final Maturity Date for the Bonds.

In any case where the date of maturity of the Bonds, or the due date of interest on or principal of the Bonds, or the date fixed for redemption of the Bonds, will be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the City of Moraine, Ohio ("Legal Holidays"), then payment of such interest on or principal of the Bonds need not be made on such date but may be made on the next succeeding day not a Legal Holiday with the same force and effect as if made on the date of maturity or the date fixed for redemption and no interest shall accrue for the period from and after such date.

The Bonds shall also be callable for redemption in whole or in part on any Interest Payment Date after the Drawdown Period Completion Date, in the event of exercise by the Sublessee of its option to call the Bonds for redemption, on behalf of the Issuer, in full or in part as provided in Section 7.1 of the Sublease. The redemption date in any such event shall be the date designated by the Sublessee in accordance with Section 7.1 of the Sublease. The redemption price for that portion of the Bonds to be redeemed in any such event shall be an amount of money equal to the principal amount of the Bonds to be redeemed, plus accrued interest on the principal amount of the Bonds being redeemed.

The obligation of the Issuer to make scheduled payments of principal and interest on the principal amount of the Bonds which remains outstanding after any partial redemption shall not be affected by such partial redemption, such partial redemption operating instead to pay and redeem the principal of the Bonds at dates earlier than the originally scheduled principal amortization or payment date or dates, in inverse chronological order.

The Bonds shall be callable for redemption in whole upon occurrence of any of the circumstances which operate to require redemption of the Bonds in accordance with the provisions of Section 7.2 of the Sublease. The redemption date in any such event shall be the

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date set by the Sublessee (or in default thereof, by the Holder) for the redemption of the Bonds in accordance with the provisions of Section 7.2 of the Sublease. The redemption price for the Bonds to be redeemed in such event shall be an amount of money equal to (i) 100% of the principal amount of the Bonds to be redeemed, plus (ii) accrued interest thereon to the redemption date.

Acceleration of all payments of Basic Rent pursuant to Section 8.2(a) of the Sublease shall constitute an acceleration of the principal amount of the related Bonds then outstanding, and no notice of such acceleration from the Holder to the Issuer shall be required.

Pursuant to the Bond Purchase Agreement, the Bonds shall, at the option of the Holder, be subject to tender by the Holder thereof, in whole but not in part, for purchase by the Sublessee in an amount equal to the outstanding principal amount of the Bonds plus any accrued and unpaid interest on the Tender Date (as hereinafter defined) in accordance with the provisions set forth in Section 10 of the Bond Purchase Agreement. As used herein, the term "Tender Date" shall mean any Interest Payment Date on or after the Interest Payment Date that is the tenth (10th) annual anniversary date of the Drawdown Period Completion Date for the Bonds.

All Bond Service Charges shall be payable in lawful money of the United States of America at the principal office of the Holder, by check or draft. Any Bond Service Charges not paid when due, together with interest thereon at the Default Rate as defined in the Bond Form for the Bonds, shall continue as an obligation of the Issuer until paid.

The Bonds shall be executed on behalf of the Issuer by the City Manager or Finance Director of the Issuer, provided that any or all such signatures may be facsimiles. In case any officer whose signature or a facsimile thereof shall appear on any Bond shall cease to be such officer before the issuance or delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until after that time.

If the Bonds or any portion thereof are duly called for redemption as herein provided, and if on the redemption date moneys for the payment of the applicable redemption price shall have been provided to the Holder so as to be available for the payment thereof, then from and after

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such redemption date the Bonds or such portion thereof shall cease to bear interest, subject to the provisions of Section 7.4 of the Sublease.

SECTION 4. That there is hereby created by the Issuer and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Servicing Agent, but only to the extent required to hold proceeds of the Bonds as provided in this Section 4, an account in the name of the Issuer to be designated "PROJECT C.U.R.E., INC. Project Fund". Except for sums deposited in the Costs of Issuance Fund pursuant to Section 5 hereof, all Advances of the Bonds shall, unless otherwise provided in the Bond Purchase Agreement, the Sublease and the Construction Advances Agreement, be deposited in the Project Fund, and all moneys in the Project Fund shall be used in accordance with the Bond Purchase Agreement, the Sublease and the Construction Advances Agreement. The moneys to the credit of the Project Fund (including the proceeds from the sale of investments thereof) shall, pending application as above set forth, be Pledged Receipts subject to a lien and charge in favor of the Holder and the Servicing Agent.

SECTION 5. That there is hereby created by the Issuer and ordered maintained, as a separate deposit account (except when invested as hereinafter provided) in the custody of the Servicing Agent, but only to the extent required to hold proceeds of the Bonds as provided in this Section 5, an account in the name of the Issuer to be designated "PROJECT C.U.R.E., INC. Costs of Issuance Fund". On the Issuance Date of the Bonds, an Advance of the proceeds of the Bonds may be made in an amount not to exceed two (2) percent of the proceeds of the sale of the Bonds to pay, or reimburse the Sublessee for the payment of, issuance costs of the Bonds. To the extent an Advance of the proceeds of the Bonds is to be utilized to pay issuance costs of the Bonds, such Advance, if any, shall be deposited in the Costs of Issuance Fund and used in accordance with the Bond Purchase Agreement and the Sublease to pay issuance costs for the Bonds. The moneys to the credit of the Costs of Issuance Fund (including the proceeds from the sale of investments thereof) shall, pending application as above set forth, be subject to a lien and charge in favor of the Holder.

SECTION 6. That moneys in the Project Fund and the Costs of Issuance Fund, if any, shall be invested and reinvested by the Servicing Agent in any Eligible Investments, in accordance with and subject to any orders of the Authorized Sublessee Representative with

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respect thereto, provided that each such investment of moneys in the Project Fund or the Costs of Issuance Fund shall in any event mature or be redeemable at the option of the Servicing Agent at such time as may be necessary to make timely payments from the Project Fund or the Costs of Issuance Fund, as the case may be. Subject to any such orders with respect thereto, the Servicing Agent may from time to time sell such investments and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid. Any such investments may be purchased from the Servicing Agent. Any investment made from moneys credited to the Project Fund or the Costs of Issuance Fund shall constitute part of the Project Fund or the Costs of Issuance Fund, as the case may be, and the Project Fund or the Costs of Issuance Fund, as the case may be, shall be credited with all proceeds of sale and income or loss from such investment. The Sublessee has covenanted in the Sublease to restrict the use of the proceeds of the Bonds so that they will not constitute arbitrage bonds under the Code.

SECTION 7. That each Bond authorized hereby shall include a statement the Bonds are not general obligations, debt or bonded indebtedness of the Issuer or the State of Ohio or any political subdivision thereof, and the holders or owners of such Bond are not given the right, and have no right, to have excises or taxes levied by the Issuer for the payment of the Bond Service Charges on such Bond and that the right to such payment is limited to the Pledged Receipts.

SECTION 8. That the City Manager and Finance Director of the Issuer are each hereby authorized and directed to do all the acts and things required of them by the provisions of the Bonds and the Bond Purchase Agreement hereinafter authorized to the end that full and complete performance of all of the terms, covenants and agreements of the Bonds and Bond Purchase Agreement shall be effected, including taking all actions necessary to complete the sale of the Bonds under the "Blue Sky" laws of any jurisdiction; provided that the Issuer shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

SECTION 9. That the City Manager of the Issuer is hereby authorized and directed to execute and deliver on behalf of the Issuer the Base Lease and the Sublease with the Sublessee and the Assignment assigning the Sublease to the Original Purchaser. The Base Lease, the Sublease and the Assignment shall be substantially in the form presented to and on file with the Clerk of this Legislative Authority, subject to such changes, insertions and omissions as are not

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inconsistent with this Ordinance and are permitted by the Act and which are approved by the officer executing the same, which approval shall be conclusively evidenced by the execution of said Base Lease, Sublease and Assignment as aforesaid.

SECTION 10. That the City Manager of the Issuer is hereby authorized and directed to execute and deliver on behalf of the Issuer the Bond Purchase Agreement, providing for the sale of the Bonds to the Original Purchaser, substantially in the form heretofore presented to and on file with the Clerk of this Legislative Authority, subject to such changes, insertions and omissions as are not inconsistent with this Ordinance and are permitted by the Act and which are approved by the officer executing the same, which approval shall be conclusively evidenced by the execution of said Bond Purchase Agreement as aforesaid.

SECTION 11. That this Legislative Authority hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. That the City Manager or Finance Director of the Issuer is individually authorized and directed to give an appropriate certificate on behalf of the Issuer, on the date of delivery of said Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder.

SECTION 12. That the appropriate officers of the Issuer, be and they hereby are authorized to execute and deliver on behalf of the Issuer such other certificates, documents and instruments in connection with the issuance and sale of the Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to provide the Bonds constitute "qualified 501(c)(3) bonds" under the Internal Revenue Code of 1986, as amended. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the appropriate officers of this Issuer, which approval shall be conclusively evidenced by the execution thereof as aforesaid.

RECORD OF ORDINANCE

Ordinance No. 1948-16

Passed July 14, 2016

SECTION 13. That the City Manager of the Issuer is hereby authorized and directed to execute and deliver on behalf of the Issuer the Tax Regulatory Agreement. The Tax Agreement shall be substantially in the form presented to and on file with the Clerk of this Legislative Authority, subject to such changes, insertions and omissions as are not inconsistent with this Ordinance and are permitted by the Act and which are approved by the officer executing the same, which approval shall be conclusively evidenced by the execution of said Bond Purchase Agreement as aforesaid.

SECTION 14. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, the Base Lease, the Sublease, the Bond Purchase Agreement, the Assignment, the Tax Regulatory Agreement or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or otherwise, of any sum that may be due and unpaid by the Issuer upon the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or otherwise, of any sum that may remain due and unpaid upon the Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Base Lease, the Sublease, the Bond Purchase Agreement, the Assignment and the Tax Regulatory Agreement.

SECTION 15. This Legislative Authority, as the "applicable elected representative" of the Issuer for purposes of Section 147(f) of the Internal Revenue Code, hereby approves the issuance of the Bonds in the maximum aggregate principal amount specified in Section 1 of this Resolution for the purpose of financing (a) the costs of the acquisition, construction, equipping and installation by the Sublessee of Hospital Facilities consisting of a drug rehabilitation services facility providing medication assisted treatment for opioid use disorder to be located in Moraine, Ohio, including the costs of site improvements, and (b) costs of the issuance of the Bonds. The Project will be located at South Gettysburg Avenue and Daruma Parkway, Moraine,

RECORD OF ORDINANCE

Ordinance No. **1948-16**

Passed **July 14, 2016**

Ohio 45439 and will be owned and operated by the Sublessee, subject to a lease and sublease of the Project to and from the Issuer. This Legislative Authority further determines that, following reasonable notice, and prior to the adoption of this Ordinance, a public hearing was held with respect to the issuance of the Bonds as required by Section 147(f) of the Internal Revenue Code.

SECTION 16. The Bonds are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b) of the Code. The Issuer does not reasonably anticipate issuing tax-exempt obligations, other than obligations described in Section 265(b)(3)(C)(ii) of the Code, in an aggregate amount exceeding \$10,000,000 during calendar year 2016.

SECTION 17. Notwithstanding any provision in this Ordinance or in any document relating to the Bonds, the Issuer shall have no financial liability or responsibility with respect to the Bonds or the Project except from Pledged Receipts. As provided in the Act, the Bonds shall not be general obligations, debt, or bonded indebtedness of the Issuer. The holders or owners of the Bonds shall not be given the right, and have no right, to have excises or taxes levied by the Issuer for the payment of Bond Service Charges thereon, and each such obligation shall bear on its face a statement to that effect and to the effect that the right to such payment is limited to the Pledged Receipts.

SECTION 18. That it is found and determined that all formal actions of this Legislative Authority concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Legislative Authority, and that all deliberations of this Legislative Authority in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 19. That for the reasons set forth in the preamble hereto, which is made a part hereof, this Ordinance is hereby determined to be an emergency measure and shall take effect forthwith provided that it receives the affirmative vote of not less than five (5) members elected to the Legislative Authority; otherwise it shall take effect from and after the earliest period allowed by law.

WHEREFORE, this Ordinance shall be in force immediately upon its passage.

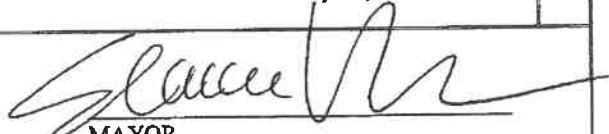
PASSED: July 14, 2016.

APPROVED:

RECORD OF ORDINANCE

Ordinance No. **1948-16**

Passed **July 14, 2016**


MAYOR

ATTEST


CLERK OF COUNCIL

APPROVED AS TO FORM:


LAW DIRECTOR

CERTIFICATE OF THE CLERK

I, Diane C. Werbrich, Clerk of Council for the City of Moraine, Ohio, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. **1948-16** passed by the Moraine City Council on the 14th day of July 2016.

IN TESTIMONY WHEREOF, witness my hand and official seal this 14th day of July 2016.


Diane C. Werbrich

1348

6-12/410
047

PNC Bank, N.A. 070

PROJECT CURE INC 11-12
CLIENT ACCOUNTS
1800 N JAMES H MCGEE BLVD PH. 937-262-3500
DAYTON, OH 45417-9526

DATE
7/21/2016AMOUNT
*****5,490.36*

*FIVE THOUSAND FOUR HUNDRED NINETY AND 36 / 100

PAY
TO THE
ORDER
OF

City of Moraine
4200 Dryden Road
Moraine, OH 45439



AUTHORIZED SIGNATURE

PROJECT CURE INC

CLIENT ACCOUNTS

1348

Payee: City of Moraine
Vendor ID: 0004110

001348
7/21/2016

Invoice Date	Invoice Number	Description	Discount	Amount
7/21/2016	COM07212016	Bond Issuing Fee	0.00	5,490.36

\$5,490.36



Fidelity National Title
Insurance Company

13-91
Fifth Third Bank

NO 16013

Commercial Services
30 Garfield Place, Suite 720
Cincinnati, OH 45202

FILE NUMBER	DATE	AMOUNT
16-004753	07/25/2016	\$ 139,743.07

PAY ONE HUNDRED THIRTY NINE THOUSAND SEVEN HUNDRED FORTY THREE
AND 07/100 DOLLARS

TO THE ORDER OF The City of Moraine, Ohio, an Ohio municipal corporation
4200 Dryden Road
Dayton, OH 45439-1495

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

AUTHORIZED COUNTERSIGNATURE

MEMO

[REDACTED]

Escrow No. 16-004753 Check Date: 07/25/2016 Check No. 16013

Seller/Buyer: The City of Moraine, Ohio, an Ohio municipal corporation / Project C.U.R.E., Inc., an Ohio not-for-profit corporation
Property Address: Daruma Parkway Moraine, OH 45439

Proceeds of Sale

\$139,743.07
Check Total \$139,743.07

12

BASE LEASE

From

PROJECT C.U.R.E., INC.

to

CITY OF MORaine, OHIO

Relating to the
Issuance of

\$2,240,000

City of Moraine, Ohio
Health Care Facilities Revenue Bonds, Series 2016
(Project C.U.R.E., Inc. Project)

Dated as of July 1, 2016

Thompson Hine LLP
Bond Counsel

Dh

Commonwealth (2)

BASE LEASE

PROJECT C.U.R.E., INC. TO CITY OF MORaine, OHIO

THIS BASE LEASE dated as of July 1, 2016 (the "Base Lease"), is made between PROJECT C.U.R.E., INC., as base lessor (the "Corporation"), an Ohio nonprofit corporation having its principal office in Moraine, Ohio, and the CITY OF MORaine, OHIO, as base lessee (the "Issuer"), a municipal corporation and political subdivision in and of the State of Ohio, duly organized and validly existing under the laws of the State of Ohio. Capitalized terms not defined in this Base Lease are used herein as defined in the Sublease of even date herewith (as duly amended or supplemented from time to time, the "Sublease") between the Issuer, as sublessor, and the Corporation, as sublessee.

WITNESSETH:

WHEREAS, at the request of the Corporation, the Issuer has determined to issue its \$2,240,000 Health Care Facilities Revenue Bonds, Series 2016 (Project C.U.R.E., Inc. Project) (the "Bonds"), for the purpose of paying "costs of hospital facilities", as defined in Chapter 140 of the Ohio Revised Code (the "Act"), including the payment of, and reimbursement of moneys applied by the Corporation for, costs of acquisition, construction, installation and equipping by the Sublessee of certain "hospital facilities" (as defined in the Act) comprised of a drug rehabilitation services facility providing medication assisted treatment for opioid use disorder to be located within the boundaries of the Issuer, including the costs of site improvements (the "Project"); and

WHEREAS, the issuance of the Bonds will provide economies in the operation of hospital facilities as defined in the Act and better provide for the health and welfare of the people of the State of Ohio and those who reside within the municipal boundaries of the Issuer by enhancing the availability, efficiency and economy of such hospital facilities and the services rendered thereby to be available to or for the service of the general public, including residents of the Issuer, without discrimination by reason of race, creed, color or national origin; and

WHEREAS, the Issuer has authorized and undertaken by all necessary official action the acquisition of a leasehold interest in the property described in Exhibit A hereto (the "Subleased Real Property") as improved and to be improved by the Project (collectively, the "Subleased Premises"); and

WHEREAS, the Issuer proposes to acquire that leasehold interest in the Subleased Premises pursuant to this Base Lease and proposes to sublease the Subleased Premises to the Corporation pursuant to the Sublease; and

WHEREAS, the Corporation proposes to lease the Subleased Premises to the Issuer and the Issuer desires to sublease the Subleased Premises from the Corporation upon the terms and conditions and for the purposes set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and in order for the Issuer and the Corporation to provide additional hospital facilities, as defined in the Act, which are to the benefit of the Issuer's residents, and in order to provide for the issuance of the Bonds, the parties hereto covenant, agree and obligate themselves as follows; provided, that no covenant, agreement or obligation of the Issuer under this Base Lease shall constitute a general debt on its part, but any obligation of the Issuer shall be payable solely out of the rentals and other moneys realized from the Subleased Premises, including without limitation, the Basic Rent;

TO HAVE AND TO HOLD the Subleased Premises unto the Issuer for the term of this Base Lease.

Section 1. Demise of the Subleased Premises; Term of This Base Lease. The Corporation demises, rents, leases and lets to the Issuer the Subleased Premises, and the Issuer rents, leases and hires from the Corporation the Subleased Premises, subject and subordinate to the Permitted Liens, as set forth in Exhibit B hereto and any other encumbrances permitted by the Sublease, for a rental payment, and upon and subject to the terms and conditions set forth herein. From time to time, upon any request by the Issuer or by the Holder from time to time of the Bonds, the Corporation will execute, deliver and record any further instruments or documents deemed by the Issuer or the Holder to be desirable to evidence further the inclusion of the Project, or any part thereof, within the Subleased Premises.

This Base Lease shall remain in full force and effect from the date hereof to and including, and the term of this Base Lease shall terminate on, the later of (a) the Payment in Full of the Bonds (or provision for Payment in Full of the Bonds upon terms satisfactory to the Holder) and the payment of all other amounts due to the Issuer and the Holder under the Bond Documents, or (b) the Termination Date of the Sublease as defined therein.

Section 2. Issuance of the Bonds. The Issuer agrees to authorize, issue, sell, cause to be authenticated, and deliver the Bonds in the aggregate principal amount specified, and with the terms and provisions described, in the Indenture.

Section 3. Quiet Enjoyment. The Corporation covenants and agrees hereby that, upon the Issuer's observance and performance of the covenants, agreements and obligations hereunder to be observed and performed on the Issuer's part, but subject to the Sublease:

(a) The Corporation will not take any action to prevent the Issuer from having quiet and peaceable enjoyment of the Subleased Premises during the term of this Base Lease, and

(b) Upon the request of the Issuer, but at the expense of the Corporation, the Corporation will (i) cooperate with the Issuer so that the Issuer may have quiet and peaceable enjoyment of the Subleased Premises and (ii) will defend the Issuer's quiet and peaceable enjoyment thereof.

Section 4. Rent. The Issuer covenants and agrees to pay rent to the Corporation for the Issuer's leasehold interest in the Subleased Premises by making the proceeds from the sale of the Bonds available to the Corporation to the extent provided for in the Bond Purchase Agreement. The Corporation acknowledges and agrees that the City will have no other obligation to the Corporation for the payment of rent hereunder.

Section 5. Sublease by the Issuer; Corporation's Responsibilities. The Issuer and the Corporation understand and agree that (a) the Issuer will sublease the Subleased Premises to the Corporation pursuant to the Sublease, and (b) notwithstanding anything herein to the contrary, the Corporation, as owner and sublessee of the Subleased Premises, shall have sole responsibility with respect to the ownership and maintenance of the Subleased Premises and the payment of all costs relating thereto, including the costs of utilities, taxes and insurance, and the Issuer will have no obligations in respect thereto.

Section 6. Easements. To the extent provided in Article XI of the Sublease, from time to time during the term of this Base Lease, the Corporation may grant easements, licenses, rights of way or use, party wall rights, rights of lateral support and other rights and privileges in the nature of easements with respect to the Subleased Premises and similarly may release existing easements, licenses, rights of way or use, party wall rights, rights of lateral support and other rights and privileges in the nature of easements.

Section 7. Representations and Warranties; Covenants and Agreements. The Issuer represents and warrants that

(a) The Issuer is a municipal corporation and political subdivision of and duly organized and validly existing under the laws of the State of Ohio.

(b) The Issuer has duly accomplished all conditions precedent to the issuance, delivery and sale of the Bonds and the execution and delivery of this Base Lease and the Sublease.

(c) The Issuer is not in violation of any laws of the State of Ohio so as to result in an impairment of its ability to observe and perform its covenants, agreements and obligations under this Base Lease and the Sublease.

(d) The Issuer has full power and authority to enter into the transactions contemplated in this Base Lease and the Sublease.

(e) The Issuer has duly authorized the execution and delivery of this Base Lease and the Sublease.

(f) The Issuer will do all things required of it to maintain its existence during the term of this Base Lease or to assure the assumption of its covenants, agreements and obligations under this Base Lease and the Sublease by a successor public body.

Section 8. Assignment. Except as permitted and provided in the Indenture and the Sublease (including certain assignments to the Holder) and except for the subleasing of the Subleased Premises to the Corporation pursuant to the Sublease, the Issuer has not, and will not, in whole or in part, assign, sublease, hypothecate or create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the leasehold estate acquired by the Issuer pursuant to this Base Lease.

Section 9. Release. The Corporation and the Issuer reserve the right to amend this Base Lease to effect the release and removal from this Base Lease and the leasehold estate created hereby of any part of or interest in the Subleased Premises, or to effect any substitution for or addition to any part thereof or interest therein, in the manner and on the terms and conditions set forth in the Sublease for such release, removal, substitution or addition. Concurrently with any amendment to the Sublease to effect any release, removal, substitution or addition in accordance with the Sublease, the Corporation and the Issuer shall amend this Base Lease to effect that release or removal from, or substitution or addition to, this Base Lease and the leasehold estate created hereby. No further action of the Issuer shall be required to authorize or effect any such release, removal, substitution or addition pursuant to this Base Lease, and any appropriate officials of the Issuer shall be and they hereby are authorized and directed to execute and deliver any and all documents or instruments necessary or appropriate to amend this Base Lease and to effect such release, removal, substitution or addition.

Section 10. No Merger. It being the desire and the intention of the parties hereto that this Base Lease and the Sublease and the interests of the parties in the Base Lease and the Sublease do not merge in fee simple to the Subleased Premises, it is hereby understood and agreed that, unless a contrary intent is manifested by said parties as evidenced by an appropriate document duly recorded, this Base Lease and the Sublease and the interests of the parties in the Base Lease and the Sublease shall not merge in fee simple title to the Subleased Premises.

Section 11. General Provisions. This Base Lease may be executed simultaneously in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Base Lease to produce or account for more than one of those counterparts.

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Base Lease shall not affect the validity or enforceability of the remaining phrases, sentences, clauses and sections hereof.

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

This Base Lease shall inure to the benefit of and is binding upon the Issuer and the Corporation and their respective permitted successors and assigns.

The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

All representations and warranties herein shall survive the execution and delivery hereof.

Capitalized terms not defined in this Base Lease are used herein as defined in or incorporated by reference in the Sublease.

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IN WITNESS WHEREOF, this Base Lease has been duly executed and delivered for and in the name and on behalf of the Corporation and the Issuer by their duly authorized officers, all as of the date first above written.

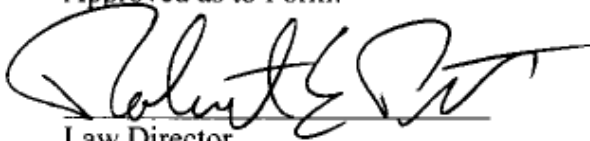
PROJECT C.U.R.E., INC., as
sublessor

By: 
Executive Director/CEO

CITY OF MORaine, OHIO, as
sublessee

By: 
City Manager

Approved as to Form:


Law Director
City of Moraine, Ohio

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this 29th day of July, 2016, before me, a Notary Public in and for the foregoing County and State, personally appeared Virgil F. McDaniel, PHR, SHRM-CP, the Executive Director and Chief Executive Officer of Project C.U.R.E., Inc., and who acknowledged that he executed the foregoing instrument as that officer, of that corporation, for and in the name and on behalf of that corporation, and by authority granted pursuant to its Articles of Incorporation and Code of Regulations and by its Board of Directors, and that the execution of that instrument is his voluntary act and deed as such officer, and the voluntary and corporate act and deed of that corporation.

IN WITNESS WHEREOF, I have subscribed my name and have affixed my official seal hereunto on the day and year set forth above.

Notary Public

[SEAL]



LISA J ERNST, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 2021

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this 21st day of July, 2016, before me, a Notary Public in and for said county and state, personally appeared David Hicks, the City Manager of the City of Moraine, Ohio, who acknowledged the execution of the foregoing instrument and that the same is his voluntary act and deed on behalf of that City and the voluntary and corporate act and deed of that City.

IN WITNESS WHEREOF, I have subscribed my name and have affixed my official seal hereunto on the day and year set forth above.

496
Notary Public

[SEAL]

Instrument prepared by: Richard E. Helm, Esq.
Thompson Hine LLP
Austin Landing I
10050 Innovation Drive
Suite 400
Dayton, Ohio 45342-1934
Telephone: (937) 443-6828



LISA J ERNST, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 2021

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Moraine, Ohio as lessee under the aforesaid Base Lease, hereby certifies that the moneys required to meet the obligations of the City during the year 2016 under the aforesaid Base Lease have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the process of collection to the credit of an appropriate Fund, free from any previous encumbrances. Said funds are in the process of collection because PNC Bank, National Association has obligated itself to purchase the Bonds and no funds or moneys of the Issuer will be expended. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

CITY OF MORaine, OHIO

Dated: July 26 2016

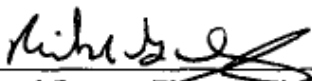

Richard Sexton, Finance Director

EXHIBIT A

SUBLEASED REAL PROPERTY

Situated in Section 13, Town 3, Range 5, E., City of Moraine, Montgomery County, Ohio
and being Lot 5449 of the Consecutive Numbered Lots of the City of Moraine, Ohio.

PPN: J44228226 0005

EXHIBIT B
PERMITTED LIENS

1. Real estate taxes and assessments, both general and special, which are not yet due and payable.
2. Zoning and building ordinances and regulations.
3. The Mortgage.
4. The Security Agreement.
5. The Base Lease.
6. The Sublease.
7. The Assignment.
8. All other exceptions listed in the title policy issued insuring the lien of the Mortgage

900170

SUBLEASE

Between

CITY OF MORaine, OHIO,

as Sublessor

and

PROJECT C.U.R.E., INC.,

as Sublessee

54

RELATING TO

Up to

\$2,240,000

**HEALTH CARE FACILITIES REVENUE BONDS,
SERIES 2016
(PROJECT C.U.R.E., INC. PROJECT)**

Dated as of July 1, 2016

**THE INTEREST OF THE CITY OF MORaine, OHIO IN THIS SUBLEASE
EXCEPT FOR CERTAIN RETAINED RIGHTS HAS BEEN ASSIGNED TO PNC
BANK, NATIONAL ASSOCIATION**

Dh

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SUBLEASE

This Sublease (as the same may be amended or supplemented, this "Agreement"), is made as of July 1, 2016, between the CITY OF MORaine, OHIO, a municipal corporation and political subdivision of the State of Ohio (the "Issuer"), and PROJECT C.U.R.E., INC., an Ohio nonprofit corporation (the "Sublessee"), under the following circumstances:

WHEREAS, pursuant to the provisions of Chapter 140 of the Ohio Revised Code (as amended from time to time, the "Act"), in order to for the purpose of paying "costs of hospital facilities", as defined in the Act, including the payment of, and reimbursement of moneys applied by the Sublessee for, costs of the acquisition, construction, installation and equipping by the Sublessee of the Project, as defined herein; and

WHEREAS, the City Council of the Issuer (the "Legislative Authority") has found and determined based on representations of the Sublessee, and does hereby find and determine based on representations of the Sublessee, that the financing of a portion of the costs of the acquisition, construction, installation and equipping of the Project will provide economies in the operation of "hospital facilities", as defined in the Act, and better provide for the health and welfare of the people of the State of Ohio and those who reside within the municipal boundaries of the Issuer by enhancing the availability, efficiency and economy of such hospital facilities and the services rendered thereby to be available to or for the service of the general public, including the residents of the Issuer, without discrimination by reason of race, creed, color or national origin.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and in order for the Issuer to provide, at lower cost, "hospital facilities", as defined in the Act, which are needed by its residents, the parties hereto covenant, agree and obligate themselves as follows; provided no covenant, agreement or obligation of the Issuer under this Sublease shall constitute a general debt on the Issuer's part, but any obligation of the Issuer shall be payable solely out of the rentals, revenues and other moneys realized from the Pledged Receipts, as defined herein:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions. In addition to the words and terms defined in the recitals and elsewhere in this Sublease, the words and terms defined in this Article I shall, for all purposes of this Sublease, have the meanings herein specified, except as otherwise expressly provided or unless the context otherwise requires. Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar

or context do not otherwise require capitalization shall have the meanings set forth in the Bond Legislation, as defined herein.

“Act” means Chapter 140 of the Ohio Revised Code, as enacted and amended.

“Additional Payments” means the amounts required to be paid by the Sublessee pursuant to the provisions of Section 5.1(b) hereof.

“Assignment” means the Assignment of Rights under a Base Lease and Sublease dated as of the date of its execution and delivery from the Issuer to the Original Purchaser, as duly amended or supplemented from time to time.

“Advances” means advances, from time to time, of proceeds of the Bonds made by the Original Purchaser (or any subsequent Holder of the Bonds) to pay Project Costs and Costs of Issuance of the Bonds pursuant to the terms of this Sublease, the Bond Purchase Agreement and the Construction Advances Agreement.

“Authorized Sublessee Representative” means the person designated to act on behalf of the Sublessee by written instrument furnished to the Issuer and the Holder, containing the specimen signature of such person or persons. Such instrument may designate an alternate or alternates.

“Base Lease” means the Base Lease dated of even date herewith, as the same may be duly amended, modified or supplemented in accordance with the provisions thereof, between the Sublessee, as base lessor, and the Issuer, as base lessee, by which the Issuer has acquired a leasehold interest in the Subleased Premises.

“Basic Rent” means the amounts required by the provisions of Section 5.1(a) hereof to be paid as Basic Rent on each Rental Payment Date during the Sublease Term.

“Bond Service Charges” means, for any period or payable at any time, the principal of, premium, if any, and interest due on the Bonds for that period or payable at that time whether due at maturity or upon acceleration or redemption.

“Bond Counsel” means nationally recognized bond counsel experienced in the field of municipal finance acceptable to the Issuer, initially Thompson Hine LLP.

“Bond Documents” means, collectively, this Sublease, the Base Lease, the Assignment, the Bond Purchase Agreement, the Bonds, the Guaranty Agreement, the Mortgage, the Security Agreement, the Construction Advances Agreement and the Tax Regulatory Agreement.

“Bond Legislation” means the ordinance adopted by the Legislative Authority authorizing the issuance of the Bonds.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated of even date herewith, as the same may be duly amended, modified or supplemented in accordance with the provisions thereof, among the Issuer, the Sublessee, the Servicing Agent and the Original Purchaser, entered into in connection with the initial delivery of the Bonds.

“Bonds” means the Bond to be issued by the Issuer in the principal amount of \$2,240,000 pursuant to the Bond Legislation and designated “Health Care Facilities Revenue Bond, Series 2016 (Project C.U.R.E., Inc. Project)”. The term “Bonds” includes any Bonds issued in exchange therefor pursuant to the Bond Legislation and the Bond Purchase Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

“Completion Date” means the date of completion of the Project as evidenced in accordance with the requirements of Section 4.6 of this Sublease.

“Construction Advances Agreement” means the Construction Advances Agreement dated as of even date between the Sublessee to the Original Purchaser, as the same may from time to time be duly amended, modified or supplemented in accordance with its terms.

“Construction Period” means the period between the beginning of the acquisition, construction, installation and equipping the Project and the Completion Date of the Project.

“Costs of Issuance Fund” means the Costs of Issuance Fund created in the Bond Legislation.

“Costs of Issuance” means issuance costs with respect to the Bonds described in Section 147(g) of the Internal Revenue Code and any regulations thereunder, including but not limited to the following:

(a) the structuring fee payable by the Sublessee to the Original Purchaser pursuant to the Bond Purchase Agreement;

(b) the bond issuance fee payable by the Sublessee to the Issuer in connection with the issuance of the Bonds pursuant to this Sublease;

(c) counsel fees (including Bond Counsel, Issuer's counsel, Sublessee's counsel, Original Purchaser's counsel, as well as any other specialized counsel fees incurred in connection with the issuance of the Bonds);

(d) financial advisor fees of any financial advisor to the Issuer or the Sublessee incurred in connection with the issuance of the Bonds;

(e) Servicing Agent fees relating to the Bonds;

(f) accountant fees and other expenses related to issuance of the Bonds;

(g) expenses of the Issuer, the Original Purchaser and the Servicing Agent incurred in connection with the issuance of the Bonds; and

(h) the expenses of appraisals and surveys, flood check and title insurance premiums, if any incurred in connection with the issuance of the Bonds.

"Default Rate" has the meaning given that term in the Bond Legislation.

"Derivatives" means, with respect to the Sublessee, each interest rate swap, cap, collar or other interest rate hedging agreement now hereafter entered into by the Sublessee.

"Determination of Taxability" means (a) the enactment of legislation to or with the effect that interest payable on the Bonds is includable in the gross income of the Holder (provided that the Holder is not a "substantial user" or "related person" as each such term is defined in the Code) under the federal income tax laws, any such determination being deemed to have occurred on the effective date of such legislation; or (b) receipt by the Sublessee, the Issuer, or the Holder of notice that the Commissioner of Internal Revenue or any district director of the Internal Revenue Service, based upon filings of the Sublessee, any review or audit of the Sublessee, or any ground whatsoever, shall have determined that a Taxable Event has occurred; provided that the Sublessee shall have been afforded a reasonable opportunity to appeal such determination, but only so long as (i) the Sublessee shall diligently pursue such appeal, and (ii) the Sublessee shall provide the Holder with reasonable assurance of payment of all obligations to the Holder in connection with the Bonds of the Bonds as a result of an adverse determination of such appeal, and (iii) the prosecution of such appeal does not otherwise adversely affect the Holder in the Holder's reasonable judgment; or (c) issuance of a published or private ruling or a technical advice memorandum by the Internal Revenue Service, or a determination by any court of competent jurisdiction, that the interest payable on the Bonds of the Bonds is includable for federal income tax purposes in the gross income of the Holder (except as aforesaid); or (d) an opinion of Bond Counsel addressed to the Holder that such Bond Counsel cannot conclude that the interest on the Bonds qualifies as exempt income under Section 103 of

the Code; provided, however, that the Sublessee shall have been given 30 days' notice and an opportunity to consult with such Bond Counsel.

"Disbursed Amount" means, with respect to the Bonds, the sum of the Advances made by the Original Purchaser (or any subsequent Holder of the Bonds) pursuant to the terms of this Sublease, the Bond Purchase Agreement and the Construction Advances Agreement.

"Drawdown Period" means, with respect to the Bonds, the period of time from the Issuance Date of the Bonds through the Drawdown Period Completion Date of the Bonds, during which time the Sublessee may request Advances pursuant to this Sublease, the Bond Purchase Agreement and the Construction Advances Agreement.

"Drawdown Period Completion Date" means, with respect to the Bonds, the Interest Payment Date following the date that is twelve (12) months after the Issuance Date of the Bonds.

"Event of Default" means any of the events described in Section 8.1 hereof.

"Guaranty Agreement" means the Guaranty Agreement dated as of even date herewith between the Sublessee and the Original Purchaser, whereby the Sublessee guarantees payment of the principal and premium, if any, and interest on the Bonds, as the same may from time to time be duly amended, modified or supplemented in accordance with its terms.

"Holder" means, initially, the Original Purchaser, and any subsequent registered owner of the Bonds.

"Interest Payment Date" means the last day of each month.

"Issuance Date" means, with respect to the Bonds, the date of the issuance of the Bonds, which shall be determined in accordance with the Bond Purchase Agreement.

"Issuer" means the City of Moraine, Ohio.

"Issuer Documents" means, collectively, this Sublease, the Base Lease, the Assignment, the Tax Regulatory Agreement, the Bond Purchase Agreement and the Bonds.

"Legislative Authority" means the City Council of the Issuer.

"Mortgage" means the Open-End Mortgage and Security Agreement dated as of even date herewith from the Sublessee to the Original Purchaser, as the same may from time to time be duly amended, modified or supplemented in accordance with its terms.

"Original Purchaser" means PNC Bank, National Association, a national banking association.

"Payment in Full of the Bonds" means the first date when all principal of and premium (if any) and interest on the Bonds shall have been paid in full.

"Permitted Liens" means the liens and encumbrances set forth on Exhibit C hereto.

"Person" means a corporation, an association, a limited liability company, a partnership, an organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

"Pledged Receipts" means (a) any and all payments of Basic Rent, (b) all other moneys received by the Issuer or the Holder for the account of the Issuer, in respect of this Sublease or the Project, except certain expense, reimbursement and indemnity payments which are, pursuant to the provisions of this Sublease, to be made by the Sublessee directly from the sale of the Bonds on deposit in the Project Fund and (d) the income and profit from the investment of any moneys while held in the Project Fund and the Costs of Issuance Fund; provided, however, there shall be excluded from Pledged Receipts any moneys paid into the Rebate Fund pursuant to the Tax Regulatory Agreement.

"Project" means (a) any real, personal, or real and personal, property identified generally in Exhibit B attached to this Sublease or pursuant to any amendment of this Sublease; (b) hereafter acquired, constructed, installed or equipped as a replacement or in substitution for property described in clause (a) or in addition thereto and which becomes an integral part of the Project; or (c) hereafter acquired, constructed, installed or equipped from the proceeds of the Bonds.

"Project Costs" mean the following "Costs of hospital facilities" as defined in Act paid or incurred by the Sublessee in connection with the acquisition, construction, installation and equipping of the Project:

(a) Costs incurred directly or indirectly for or in connection with (i) acquiring, constructing, installing and equipping the property comprising the Project, including costs incurred with respect to the Project for preliminary planning and studies; architectural, legal, engineering, accounting, consulting, supervisory and other services; labor, services, and materials, equipment and furnishings; and (ii) recording of documents, title examination and reports and title insurance premiums.

(b) The principal amount of any indebtedness, and interest thereon, incurred by Sublessee to acquire, construct, install and equip the property comprising the Project.

(c) Premiums attributable to any surety bonds and insurance required to be taken out and maintained during the Construction Period with respect to the Project.

(d) Taxes, assessments and other governmental charges in respect of the Project that may become due and payable during the Construction Period.

(e) Costs incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Project.

(f) Payment of interest on the Bonds or fees for credit enhancement devices applicable to the Bonds, to the extent such fees constitute a reasonable charge for the transfer of credit risk, during the Construction Period for the Project.

(g) Any other costs, expenses, fees and charges properly chargeable to the cost of acquiring, constructing, installing and equipping of the Project.

“Project Fund” means the Project Fund created in the Bond Legislation.

“Rental Payment Date” means each Interest Payment Date and each other date on which any Bond Service Charges are payable.

“Security Agreement” means the Security Agreement entered into by the Sublessee and the Original Purchaser dated as of the date hereof, as from time to time amended or supplemented pursuant thereto.

“Servicing Agent” means PNC Bank, National Association, a national banking association.

“Sublease” means this Sublease as from time to time amended, modified or supplemented pursuant to the terms hereof.

“Sublease Term” means the period commencing on delivery of this Sublease and ending on the Termination Date.

“Subleased Premises” means the Subleased Real Property and the Project.

“Subleased Real Property” means the real estate and interests in real estate described in Exhibit A, together with any substitutions therefor or additions thereto but less

any dispositions thereof or removals made therefrom from time to time in the manner and to the extent provided for and permitted herein.

"Sublessee" means Project C.U.R.E., Inc., an Ohio nonprofit corporation and a "nonprofit hospital agency" as defined in the Act, and its lawful successors and assigns, including any surviving, resulting or transferee corporation, as provided in Section 3.2(l) of this Sublease, which qualifies as a nonprofit hospital agency under the Act.

"Sublessee Agreements" means this Sublease, the Base Sublease, the Bond Purchase Agreement, the Construction Advances Agreement, the Guaranty Agreement, the Mortgage, the Security Agreement and the Tax Regulatory Agreement.

"Tax Regulatory Agreement" means the Tax Exemption Certificate and Agreement dated as of the date hereof, among the Issuer, the Sublessee, the Servicing Agent and the Original Purchaser, as from time to time amended or supplemented pursuant thereto.

"Taxable Event" means the application of the proceeds of the Bonds in such manner, or the occurrence or non-occurrence of any other event (except the enactment of legislation described in clause (a) of the definition of "Determination of Taxability" above), whether within or without the control of the Sublessee, with the result that, under the Code, the interest on the Bonds of the Bonds is or becomes includable in the gross income for federal income tax purposes of the Holder (except as aforesaid).

"Taxable Rate of Interest" has the meaning given that term in the Bond Legislation.

"Termination Date" means the earlier of (a) the termination of this Sublease by the Holder pursuant to Section 8.2 hereof, subject to reinstatement as provided in Section 8.2(b) of this Sublease, (b) the termination of this Sublease by the Issuer pursuant to Section 8.6 hereof, or (c) subject to Section 6.4 hereof, the Payment in Full of the Bonds and the payment of all other sums payable by the Sublessee under this Agreement.

"Undisbursed Proceeds" means, with respect to the Bonds, the difference between (a) \$2,240,000, and (b) the Disbursed Amount of the Bonds.

Section 1.2. Need of Issuer for the Project. The Issuer and the Legislative Authority have found and determined and hereby confirm that the acquisition, construction and installation by the Sublessee of the Project will better provide for the health and welfare of the people of the Issuer and the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services provided thereby. The Issuer and the Legislative Authority further find and determine that: (a) the provision for the acquisition, construction, installation and equipping of the Project, and the financing of the costs thereof, through the issuance and sale of the Bonds and this Sublease will

promote and advance the purposes of the Act; and (b) the Issuer will be duly benefited thereby.

Section 1.3. Qualification of the Sublessee. The Issuer and the Legislative Authority have found and determined that the Sublessee is a nonprofit hospital agency as defined in the Act, having authority to own and operate the Project subleased hereby as Hospital Facilities available to or for the service of the general public, without discrimination by reason of race, creed, color or national origin, as covenanted, represented and warranted by the Sublessee elsewhere herein.

Section 1.4. Rules of Construction.

(a) Unless the context clearly indicates to the contrary, the words "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this Sublease and not solely to the particular portion thereof in which any such word is used. Words importing the singular number shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. All accounting and financial terms used herein and not otherwise defined, shall be determined in accordance with generally accepted accounting principles.

(b) Any reference herein to the Issuer or the Legislative Authority or any officer, official or employee of the Issuer shall include those which succeed to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include their or its respective successors and assigns. Any reference herein to a section or provision of the Code or the Constitution of the State of Ohio or to a section, provision or chapter of the Ohio Revised Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded; provided that no such change shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Issuer, a Holder or the Sublessee under this Sublease.

**ARTICLE II
PURPOSE AND TERM OF SUBLEASE**

Section 2.1. Subleased Premises and Possession. The Issuer, in consideration of the rents, covenants and agreements herein stated, agrees to and does hereby sublease to the Sublessee, and the Sublessee hereby subleases from the Issuer, the Subleased Premises for the Sublease Term subject to the provisions of this Sublease and to the Permitted Liens.

TO HAVE AND TO HOLD the Subleased Premises unto the Sublessee for the Sublease Term.

Possession of the Subleased Premises shall be delivered and accepted on commencement of the Sublease Term.

Section 2.2. Purpose. During the Sublease Term, the Sublessee shall have sole and exclusive charge of the operation of the Subleased Premises (unless there is an Event of Default hereunder and the Sublessee has been excluded from possession of the Subleased Premises hereunder). The Sublessee will administer, maintain and operate, or cause to be administered, maintained and operated, the Subleased Premises as Hospital Facilities in accordance with the terms of this Sublease available to or for the service of the general public without discrimination by reason of race, creed, color or national origin.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1. Representations, Warranties and Covenants by the Issuer. The Issuer represents, warrants and covenants that:

(a) It is a duly organized and validly existing Issuer and political subdivision under the laws of the State of Ohio.

(b) To its knowledge, neither the execution and delivery of the Issuer Documents nor performance by the Issuer of any of its obligations hereunder or thereunder will constitute a default under any provision of law or regulation, or any writ, order or decree of any court or governmental agency, or any indenture, agreement or other undertaking to which the Issuer is a party or by which it is bound.

(c) It has duly accomplished all conditions necessary to be accomplished by it prior to issuance and delivery of the Bonds and the execution and delivery of the Issuer Documents.

(d) It has been duly authorized to execute and deliver the Issuer Documents and to issue the Bonds.

(e) The Issuer Documents have been duly executed and delivered by the Issuer.

(f) It will duly file, or cause to be filed, an Internal Revenue Service Form 8038 with respect to the Bonds, which shall contain the information required to be filed pursuant to Section 103(1) of the Code.

(g) It will do all things necessary, to the extent possible, to maintain the exclusion from gross income for Federal income tax purposes of the interest on the Bonds.

(h) It will not take any action to prevent the Sublessee from paying the Basic Rent and Additional Payments and performing the covenants and agreements herein on the Sublessee's part to be performed, from peaceably and quietly holding and enjoying the Subleased Premises for the Sublease Term and any extension thereof and that the Issuer will, at the Sublessee's request and expense, defend the Sublessee's enjoyment and possession of the Subleased Premises against all parties or permit the Sublessee, in its own or, to the extent lawful, in the Issuer's name, to defend such enjoyment and possession.

Section 3.2. Representations, Warranties and Covenants by the Sublessee.
The Sublessee represents, warrants and covenants that:

(a) It is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

(b) It has the power and authority to enter into the Sublessee Agreements and perform all of its obligations hereunder and thereunder, including without limitation the financing of a portion of the costs of the acquisition, construction, installation and equipping of the Project, and no approval or other action by any governmental authority or agency or other person is required in connection therewith except such as those which have been obtained as of the date of execution and delivery hereof.

(c) Except as disclosed to the Original Purchaser, the Sublessee is not subject to any contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Sublessee from entering into the Sublessee Agreements, or performing any of its obligations hereunder or thereunder; and the execution and delivery of the Sublessee Agreements, the consummation of the transactions contemplated hereby and thereby, and the fulfillment of or compliance with the terms and conditions of the Sublessee Agreements will not conflict with or result in a breach of the terms, conditions or provisions of the Sublessee's Articles of Incorporation or Code of Regulations, or of any restriction, agreement or instrument to which the Sublessee is a party or by which the Sublessee is bound, or of any law or regulation, or of any writ, order or decree of any court or governmental agency, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance upon any of the properties or assets of the Sublessee pursuant to the terms of any of the foregoing.

(d) The Sublessee Agreements have been duly executed and delivered by the Sublessee and constitute legal, valid and binding obligations of the Sublessee in accordance with their respective terms.

(e) The acquisition, construction, installation and equipping of the Project complied or will comply in all material respects with all applicable zoning, planning, building, environmental and other regulations of the governmental authorities having

jurisdiction of the Project, and all necessary permits, licenses, consents and permissions necessary for the Project have been obtained or will be obtained.

(f) The financing of a portion of the costs of the acquisition, construction, installation and equipping of the Project as well as its intended use and operation of the Project are in complete conformance with the purposes and provisions of the Act.

(g) There are no pending or, to the best of the Sublessee's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect the financial condition of the Sublessee other than those heretofore disclosed by it to the Original Purchaser in writing.

(h) Since the most recent audited financial statements delivered to the Original Purchaser, there has been no material adverse change in the financial condition of the Sublessee, nor has the Sublessee mortgaged, pledged or granted a security interest in or encumbered any of its assets or properties since such date, except as otherwise disclosed to the Original Purchaser in writing.

(i) The Sublessee has good and marketable title to its assets, subject only to the existing liens, mortgages, pledges, encumbrances, charges or other restrictions of record in favor of the Holder or otherwise disclosed by the Sublessee to the Original Purchaser in writing prior to the date hereof and minor liens of an immaterial nature.

(j) The obligations of the Sublessee under the Sublessee Agreements are not subordinated in any manner to any other obligation of the Sublessee.

(k) the Sublessee (i) is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law and is in receipt of a letter to that effect from the Internal Revenue Service; (ii) such letter or other notification has not been modified, limited or revoked; (iii) it is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification; (iv) the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist; and (v) it is exempt from Federal income taxes under Section 501(a) of the Code. The Sublessee agrees that it shall not perform any act nor enter into any agreement which shall adversely affect such Federal income tax status of the Sublessee or the Federal income tax status of the interest on the Bonds and shall conduct its operations and the Project in the manner which will conform to the standards necessary to qualify the Sublessee as a charitable organization within the meaning of Section 501(c)(3) of the Code or any successor provisions of Federal income tax law. The information contained in, or provided pursuant to, the Tax-Exempt "Qualified 501(C)(3) Bonds" Questionnaire completed by the Sublessee in connection with the issuance of the Bonds is true, accurate and complete in all material respects.

(l) The Sublessee shall do all things necessary to preserve and keep in full force and effect its corporate existence, except as otherwise permitted in this paragraph. In particular, the Sublessee shall not sell, transfer or otherwise dispose of all, or substantially all, of its assets or consolidate with or merge into another corporation or entity unless (i) (A) in the case of a merger or consolidation other than one in which the Sublessee is the continuing entity or (B) in the case of the sale of all or substantially all of the assets of the Sublessee, the entity formed by such consolidation, or into which the Sublessee shall have been merged, or to which such assets have been sold, shall be an entity organized under the laws of the United States or a state thereof and shall unconditionally assume the obligation to perform and observe the agreements and obligations of the Sublessee under this Sublease, (ii) either such transaction shall not be a breach or violation of the provisions of the Bond Documents or the Holder shall consent thereto, and (iii) such transaction shall not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(m) The Sublessee shall, on written demand of the Original Purchaser or any subsequent Holder, together with written evidence of the justification therefor, to pay the Original Purchaser or any subsequent Holder all direct costs incurred, any losses suffered or payments made by the Original Purchaser or any subsequent Holder as a result of any Change in Law (hereinafter defined), imposing any reserve, deposit, allocation of capital or similar requirement (including without limitation, Regulation D of the Board of Governors of the Federal Reserve System) on the Original Purchaser or any subsequent Holder, its holding company or any of their respective assets relative to the Bonds. "Change in Law" means the occurrence, after the date of this Sublease, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any governmental authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Original Purchaser or any subsequent Holder for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

(n) The Sublessee agrees to indemnify the Original Purchaser or any subsequent Holder against any liabilities, losses or expenses (including, without limitation, loss of margin, any loss or expense sustained or incurred in liquidating or employing deposits from third parties, and any loss or expense incurred in connection with funds

acquired to effect, fund or maintain any amounts under the Bonds (or any part thereof) bearing interest based on "LIBOR" as defined in the Bonds) which the Original Purchaser or any subsequent Holder sustains or incurs as a consequence of either (i) the Sublessee's failure to make a payment of Basic Rent corresponding to the payment of Bond Service Charges on the Bonds on the due date thereof, (ii) the Sublessee's revocation (expressly, by later inconsistent notices or otherwise) in whole or in part of any notice given to Original Purchaser or any subsequent Holder to request, convert, renew or prepay any amounts bearing interest based on LIBOR under the Bonds, or (iii) the Sublessee's payment or prepayment (whether voluntary, after acceleration of the maturity of the Bonds or otherwise) or conversion of any amounts bearing interest based on LIBOR on either or both the Bonds on a day other than the regularly scheduled due date therefor. A notice as to any amounts payable pursuant to this paragraph given to the Sublessee by the Original Purchaser or any subsequent Holder shall, in the absence of manifest error, be conclusive and shall be payable upon demand. The Sublessee's indemnification obligations hereunder shall survive the Payment in Full of the Bonds and the release, discharge and satisfaction of this Sublease.

(o) The Sublessee agrees that subject to reasonable security, health, safety and sanitary requirements and to reasonable requirements as to notice, the Issuer and the Holder and their respective duly authorized agents shall have the right at all reasonable times and with reasonable notice to enter upon the Subleased Premises and to examine and inspect the same. Any such examination and inspection shall be conducted in such a manner as not to interfere with the provision of services by the Sublessee to patients. The Sublessee further agrees that the Issuer, the Holder and any of their respective duly authorized agents shall have such rights of access to the Subleased Premises as may be reasonably necessary for the proper maintenance of the Subleased Premises in the event of failure by the Sublessee to perform its obligations.

ARTICLE IV ISSUANCE OF BONDS: PAYMENT OF COSTS

Section 4.1. Issuance of Bonds and Sublease of Project. In order to provide funds available to the Sublessee for financing a portion of the costs of the acquisition, construction, installation and equipping of the Project, the Issuer will concurrently with the delivery of this Sublease, issue and deliver the Bonds to the Original Purchaser. The Bonds will be initially issued as a single registered bond in the form attached to the Bond Purchase Agreement as Exhibit A thereto. Pursuant to the provisions of the Bond Legislation and the Bond Purchase Agreement, unless the Original Purchaser makes Advances under the Construction Advances Agreement for Project Costs to or at the direction of the Sublessee, Advances of the Bonds will be deposited in the Costs of Issuance Fund and in the Project Fund for disbursement by the Servicing Agent.

Section 4.2. Application of Bond Proceeds. The Sublessee shall promptly cause the Advances of the Bonds to be applied, as applicable, to the payment of (or reimbursement of the Sublessee for the payment of) Project Costs to be financed thereby and to the payment of Costs of Issuance of the Bonds. Notwithstanding anything herein to the contrary, no more than two percent (2%) of the proceeds from the sale of the Bonds shall be used to pay Costs of Issuance of the Bonds. Subject to the foregoing limit, the amount of Bond proceeds to be used to pay Costs of Issuance of the Bonds shall be determined by the Sublessee with the approval of the Original Purchaser and Bond Counsel.

Section 4.3. Disbursements. The Issuer hereby authorizes and directs the Servicing Agent to disburse the proceeds of Advances made by the Original Purchaser and deposited in the Project Fund or the Costs of Issuance Fund, to pay or reimburse (a) subject to the terms of this Sublease, the Bond Purchase Agreement and the Construction Advances Agreement, Project Costs for the Project to be paid or reimbursed by the Bonds, or (b) subject to Section 4.2 hereof, Costs of Issuance of the Bonds, respectively.

On the Issuance Date of the Bonds, the Servicing Agent shall disburse an Advance, if any, made by the Original Purchaser and deposited in to the Costs of Issuance Fund to pay or reimburse the Sublessee for payment of Costs of Issuance of the Bonds promptly upon receipt of a written disbursement request of the Sublessee in substantially the form of Exhibit D hereto and signed by the Authorized Sublessee Representative. Notwithstanding anything herein to the contrary, it is expected that all Costs of Issuance of the Bonds will be paid directly by the Sublessee and not from proceeds of the Bonds and, consequently, no proceeds of the Bonds will be deposited in the Costs of Issuance Fund for the payment of Costs of Issuance of the Bonds.

During the Drawdown Period for the Project, the Servicing Agent shall disburse Advances made by the Original Purchaser and deposited in the Project Fund from time to time to pay or reimburse the Sublessee for payment of Project Costs for the Project, in each case within ten (10) Business Days after receipt by the Servicing Agent of a written disbursement request of the Sublessee in substantially the form of Exhibit E hereto and signed by the Authorized Sublessee Representative. Each such disbursement request shall be consecutively numbered and accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested.

Any disbursement for any item not described in, or the cost for which item is other than as described in, the information statement filed by the Issuer in connection with the issuance of the Bonds, shall be accompanied by evidence satisfactory to the Servicing Agent that the average reasonably expected economic life of the facilities being financed by the Bonds is not less than 5/6ths of the average maturity of the Bonds or, if such

evidence is not presented with the disbursement or at the request of the Servicing Agent, by an opinion of Bond Counsel to the effect that such disbursement will not result in the interest on the Bonds becoming subject to federal income taxation. In case any contract provides for the retention by the Sublessee of a portion of the contract price, there shall be paid from the Project Fund only the net amount remaining after deduction of any such portion and, only when that retained amount is due and payable, may it be paid from the Project Fund.

Notwithstanding anything herein to the contrary, (i) upon the Original Purchaser making an Advance under the Construction Advances Agreement to or at the direction of the Sublessee for Project Costs, for purposes of the Bond Purchase Agreement and this Sublease, the Original Purchaser will be deemed to have deposited such Advance in the Project Fund without actually having made that deposit and the Servicing Agent will be deemed to have disbursed the Advance for the payment of the Project Costs pursuant to this Sublease and the Construction Advances Agreement, and (ii) while the Construction Advances Agreement remains in effect, the applicable conditions and procedures for Advances under the Construction Advances Agreement will govern and shall supersede the requirements of this Section 4.3 to the extent they are in conflict, including the requirement that the Sublessee deliver to the Servicing Agent a written disbursement request of the Sublessee in substantially the form of Exhibit E hereto, which shall not be required so long as the Construction Advances Agreement remains in effect.

The principal amount of the Bonds shall be reduced by the amount of Undisbursed Proceeds on the date following the Drawdown Period Completion Date for the Bonds. The obligation of the Sublessee to make scheduled payments of Basic Rent after any such reduction in the principal amount of the Bonds shall not be affected by such reduction, such reduction operating instead to pay the Basic Rent at dates earlier than the originally scheduled payment date or dates, in inverse chronological order.

Section 4.4. Protection of Issuer with Respect to Project Fund and Costs of Issuance Fund Disbursements. The Sublessee shall be solely responsible for the accuracy and completeness of all requisitions furnished pursuant to the provisions of Section 4.3 hereof and the Construction Advances Agreement, and the Sublessee shall indemnify and save the Issuer, the members of the Issuer's City Council and the Issuer's officers, employees, attorneys, accountants, consultants and agents harmless from and against any and all claims, damages, expenses, costs and liabilities arising out of any disbursement of Bond proceeds, either made directly or from the Project Fund or the Costs of Issuance Fund, in violation of any provision of this Sublease, the Bond Purchase Agreement or the Construction Advances Agreement.

Section 4.5. Investment of Project Fund and Costs of Issuance Fund. Any moneys held as part of the Project Fund or the Costs of Issuance Fund shall, at the oral or written request of the Authorized Sublessee Representative, be invested or reinvested by the Servicing Agent in Eligible Investments, as specified in the Bond Legislation. The Sublessee shall restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 103(b)(2) of the Code. Any oral request for the investment of moneys shall be confirmed in writing within three business days by the Authorized Sublessee Representative.

Section 4.6. Completion of the Project. The Sublessee agrees to complete the Project in accordance with the terms of this Sublease. The Sublessee agrees to commence the acquisition, construction, installation and equipping of the Project only to the extent that it has received all zoning approvals and building permits necessary in connection with the Project. The Sublessee further agrees to pay all Project Costs for the Project from its own funds to the extent Advances made by the Original Purchaser are insufficient therefor. Neither the Issuer, the Original Purchaser nor the Servicing Agent makes any warranty, either express or implied, that the Advances which, under the provisions of this Sublease, the Bond Purchase Agreement and the Construction Advances Agreement, will be available for payment of the Project Costs for the Project, will be sufficient to pay all of the Project Costs that will be incurred by the Sublessee in connection with the Project, nor do they agree, if Advances are insufficient for that purpose, to complete the Project with their own or other funds. The Sublessee agrees that if, after exhaustion of the Advances made by the Original Purchaser, the Sublessee shall pay any portion of such Project Costs, it shall not be entitled to any reimbursement therefor from the Issuer, the Original Purchaser or the Servicing Agent, nor shall it be entitled to any abatement, postponement or diminution of the amounts payable under this Sublease.

With respect to the Project, the Sublessee shall notify the Issuer, the Original Purchaser and the Servicing Agent of the Completion Date of the Project by a certificate signed by the Authorized Sublessee Representative stating:

(a) the date on which the Project was substantially completed, which date shall be not later than three years after the Issuance Date of the Bonds or such later date as will not, in the opinion of Bond Counsel, cause interest on the Bonds to become included in gross income for federal income tax purposes;

(b) that the acquisition, construction, installation and equipping of the real and personal property comprising the Project has been accomplished in such a manner as to conform with all applicable planning, building, environmental and other similar governmental regulations;

(c) that except as provided in subsection (d) of this Section, all costs of that acquisition, construction, installation and equipping then or theretofore due and payable have been paid; and

(d) the amount of any final Advance that will be necessary for the payment of Project Costs not yet due or for liabilities which the Sublessee is contesting or which otherwise should be retained and the reasons such amounts should be retained, which may, at the request of the Sublessee be made by the Original Purchaser and deposited in the Project Fund. The Sublessee shall request any such Advance in accordance with Section 4.3 of this Sublease and the Construction Advances Agreement.

That certificate shall state that it is given without prejudice to any rights against third parties which then exist or subsequently may come into being. The Authorized Sublessee Representative shall include with that certificate a statement specifically describing all items of personal property included in the Project. The certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in subsections (a) through (c) above.

ARTICLE V PROVISIONS FOR PAYMENT

Section 5.1. Repayment of Basic Rent.

(a) The Sublessee covenants and agrees to pay directly to the Holder, as assignee of the Issuer under this Sublease, as Basic Rent:

(i) on or prior to each Interest Payment Date, an amount equal to the principal and/or interest due and payable on the Bonds on such Interest Payment Date;

(ii) on or before each date established for redemption of Bonds pursuant to the Trust Indenture, the amount equal to the redemption price due on such date; and

(iii) at any other time, the amount required to pay Bond Service Charges as and when due and payable, whether at maturity, upon acceleration, call for redemption or otherwise.

(b) The Sublessee shall pay to the Issuer, the Servicing Agent or the Holder, as the case may be, whether or not an Event of Default has occurred hereunder, as Additional Payments, any and all reasonable costs, expenses or liabilities (i) incurred or paid by the Issuer, the Servicing Agent or the Holder, as the case may be, in satisfaction of any

obligations of the Sublessee hereunder not performed by the Sublessee in accordance with the provisions hereof, or (ii) incurred as a result of a request by the Sublessee or of a requirement of this Sublease or the Trust Indenture and not otherwise required to be paid by the Sublessee under this Sublease, or (iii) incurred in the defense or any action or proceeding with respect to the Subleased Premises or this Sublease, or in enforcing this Sublease, or arising out of or based upon any other document related to the issuance of the Bonds, including without limitation those liabilities described in Sections 6.1 and 8.4 hereof.

Section 5.2. Payments Assigned. The Issuer will, pursuant to the Assignment, assign this Sublease and the Pledged Receipts to the Original Purchaser, and the Sublessee hereby assents to such assignment. The Issuer and the Sublessee further agree that all payments of Basic Rent shall be made directly to the Original Purchaser or any subsequent Holder for the account of the Issuer, and that all payments required to be made under subsection (b) of Section 5.1 hereof shall be made directly to the Issuer and the Original Purchaser or either of them, as appropriate.

Section 5.3. Obligations Unconditional. The obligations of the Sublessee to make the payments of Basic Rent required to be made under this Sublease, and to perform and observe the other agreements on its part contained herein and in the Sublessee Agreements, shall be absolute and unconditional and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until Payment in Full of the Bonds, the Sublessee (A) will not suspend or discontinue any payments required to be made hereunder except to the extent the same have been prepaid, (B) will perform and observe all its other agreements contained in the Sublessee Agreements, and (C) except as provided in Sections 7.1, 7.2 and 7.3 hereof, will not attempt to terminate this Sublease or its obligations under the other Sublessee Agreements for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, sale, loss, destruction or condemnation of or damage to the Project, any change in the tax or other laws of the United States of America or of the State of Ohio or any political subdivision of either, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Sublease. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part contained herein; and in the event the Issuer should fail to perform any such agreement on its part, the Sublessee may institute such action against the Issuer as the Sublessee may deem necessary to compel such performance, provided that no such action shall affect the agreement on the part of the Sublessee contained in the preceding sentence. Nothing in this Section shall be construed to limit the ability of the Sublessee to prosecute or defend any action or proceeding or take any other action involving third persons, including, without limitation, the Original Purchaser or any subsequent Holder, which the Sublessee

deems necessary in order to secure or protect its rights under this Sublease, and in any such events the Issuer shall cooperate fully with the Sublessee.

Section 5.4. Nonrecourse Obligation. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, (A) THE PRINCIPAL OF AND PREMIUM (IF ANY) AND INTEREST ON THE BONDS ARE PAYABLE BY THE ISSUER SOLELY FROM THE PLEDGED RECEIPTS, (B) THE BONDS ARE NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONEYS RECEIVED OR TO BE RECEIVED FROM TAXATION OR FROM THE STATE OF OHIO OR ANY POLITICAL SUBDIVISION OR TAXING DISTRICT THEREOF (INCLUDING, WITHOUT LIMITATION, THE ISSUER), (C) THE BONDS SHALL NEVER REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF ANY SUCH ENTITY, AND (D) THAT THE HOLDER HAS NO RIGHT TO HAVE EXCISES OR TAXES LEVIED BY ANY SUCH ENTITY FOR THE PAYMENT OF PRINCIPAL, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

ARTICLE VI PARTICULAR COVENANTS

Section 6.1. Expenses of Issuer, Servicing Agent and Holder; Indemnification. Whether or not the transactions and events contemplated by the Bond Documents shall be consummated, the Sublessee covenants that it shall (a) pay, and hold the Issuer, the Servicing Agent, the Holder and the officers, employees and agents of any of them harmless from and against any and all liability for the payment of, all taxes, charges, reasonable attorneys and other legal fees and out-of-pocket expenses arising in connection with such contemplated transactions and events, and (b) protect, indemnify and hold harmless the Issuer, the Servicing Agent, the Holder, and the officers, employees and agents of any of them from and against any and all claims, demands and causes of action of any nature whatsoever in connection with such contemplated transactions and events, and all reasonable fees and expenses incident to the defense thereof, including (without implied limitation) all claims or liability resulting from any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the financing of the Project Costs of the Project or the acquisition, construction, installation and equipping of the Project or the use thereof. Nothing contained herein shall require the Sublessee to indemnify the Servicing Agent, the Holder or the officers, employees and agents for either of them for any claim or liability resulting from the gross negligence of such party or for any claim or liability which the Sublessee was not given the opportunity to contest.

In consideration of the Issuer's willingness to issue the Bonds, the Sublessee agrees to pay an annual fee to the Issuer for the issuance of the Bonds in the amount of \$1,500.00,

the initial annual fee to be paid upon the Issuance Date of the Bonds and thereafter on each annual anniversary date of the Issuance Date of the Bonds until the Payment in Full of the Bonds. Notwithstanding anything in the foregoing to the contrary, the total annual fees payable by the Sublessee to the Issuer shall not exceed \$20,000.00 in the aggregate.

The provisions of this Section 6.1 with respect to indemnification shall survive the Payment in Full of the Bonds and the release, discharge and satisfaction of this Sublease.

Section 6.2. Assignment by Issuer. Except for the assignment of this Sublease and the Pledged Receipts to the Original Purchaser pursuant to the Assignment, the Issuer shall not attempt to further assign, transfer or convey its interest in this Sublease or create any pledge or lien of any form or nature with respect to the Pledged Receipts.

Section 6.3. Redemption of Bonds. The Issuer, at the request of the Sublessee, at any time, and if the Bonds is then redeemable in whole or in part, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Bond Legislation to effect redemption of all or any portion of the Bonds, as may be specified by the Sublessee in such request, on the earliest redemption date on which such redemption may be made under such applicable provisions, being the date set for such redemption by the Sublessee pursuant to Article VII hereof. So long as the Sublessee is not in default hereunder or the Issuer is not obligated to redeem the Bonds pursuant to the terms hereof or of the Bond Purchase Agreement, and except for the amortization provisions provided for in the Bond Legislation, the Issuer shall not redeem the Bonds or any portion thereof prior to its maturity unless requested in writing by the Sublessee.

Section 6.4. Reference to Bonds Ineffective After Bonds Paid. Upon Payment in Full of the Bonds, all references in this Sublease to the Bonds or the Bonds shall be ineffective and neither the Issuer nor any Holder shall thereafter have any rights hereunder, and the Sublessee shall not have any further obligation hereunder, except for (a) any obligation to the Issuer or any Holder that shall have theretofore vested and that shall then remain unsatisfied, (b) the obligations set forth in Section 7.4 hereof if a Determination of Taxability shall occur, whether before or after the Payment in Full of the Bonds, and (c) the obligations set forth in Sections 3.2(n) and 6.1 hereof, and any other provisions of this Sublease, that shall survive the Payment in Full of the Bonds and the release, discharge and satisfaction of this Sublease.

Section 6.5. Concurrent Discharge of Basic Rent Obligation. In the event all or portion of the principal amount of the Bonds shall be paid and discharged or deemed to be paid and discharged pursuant to any provisions of this Sublease or the Bond Legislation, an equivalent amount of the Basic Rent relating to the Bonds shall be deemed fully paid for purposes of this Sublease and to such extent the obligations of the Sublessee thereunder terminated.

Section 6.6. Sublessee's Performance Under Sublessee Agreements. The Sublessee shall, for the benefit of the Issuer and each Holder, do and perform all acts and things required or contemplated in the Sublessee Agreements to be done or performed by it, including, without limitation, the obligations of the Sublessee with respect to insurance, taxes and other charges and maintenance, modification, repairs and restoration of the Project.

Section 6.7. Sublessee Not to Adversely Affect Tax-Exempt Status of Interest on Bonds. Notwithstanding anything herein to the contrary, the Sublessee, for the benefit of the Issuer and the Bondholders, hereby represents that it has not taken, or permitted to be taken on its behalf, and agrees that it shall not take or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for Federal income tax purposes of the interest on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from gross income for Federal income tax purposes of the interest on the Bonds.

Notwithstanding anything herein to the contrary, any failure by the Sublessee to comply with any of its obligations under this Section which results in a Determination of Taxability shall not constitute or give rise to an Event of Default if the Sublessee makes, when due, all payments required herein to be paid upon the occurrence of a Determination of Taxability.

Section 6.8. Opinion to be Provided. At such times as the Holder shall reasonably request, the Sublessee shall, on behalf of the Issuer, cause to be delivered to the Holder a certificate, addressed to the Issuer and the Holder and assuring the Holder that no filing, registration or recording and no refiling, reregistration or rerecording of any financing statement, amendments thereto, continuation statements or instruments of a similar character relating to the pledges and assignments made by the Issuer or the Sublessee to secure the Bonds, is required by law in order to fully preserve and protect the security of the Holder and the rights of the Holder under the Assignment and the Security Agreement, or if such filing, registration, recording, refiling, reregistration or rerecording is necessary, setting forth the requirements in respect thereto. The Sublessee, with such assistance and cooperation from the Issuer as the Sublessee may reasonably request, shall take or cause to be taken all action necessary to satisfy any such requirements. Promptly after any filing, registration, recording, refiling, reregistration or rerecording of any such agreement or instrument, the Sublessee on behalf of the Issuer will deliver to the Holder an opinion of counsel, who may be counsel for the Sublessee, to the effect that such filing, registration, recording, refiling, reregistration or rerecording has been duly accomplished and setting forth the particulars thereof.

Section 6.9. Liens. The Sublessee shall not suffer or permit any mechanics' or other liens to be filed or exist against the Project nor against any payment paid or payable hereunder, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Sublessee or anyone holding the Project or any part thereof through or under the Sublessee. If any such mechanics' or other liens shall at any time be filed, the Sublessee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. In the alternative, the Sublessee shall have the right to contest the validity and the amount of any such lien by appropriate proceedings timely instituted, provided that the Sublessee (a) gives the Holder written notice of its intention to do so, (b) diligently prosecutes any such contest, and (c) if requested by the Holder, furnishes a bond in cash or by surety, whichever shall be acceptable to the Holder, in an amount equal to the amount of the lien as claimed, and the Sublessee shall not be in default hereunder for failure to pay or discharge any such lien so long as it is contesting the same as aforesaid.

ARTICLE VII REDEMPTION OF THE BONDS

Section 7.1. Option to Redeem Bonds. The Sublessee shall have, and is hereby granted, the option to call the Bonds for redemption, on behalf of the Issuer, in full or in part on any Interest Payment Date (each, an "Optional Redemption Date") following the Drawdown Period Completion Date for the Bonds. To exercise the option granted in this Section, the Sublessee shall, on or before the 30th day next preceding any appropriate Optional Redemption Date on the Bonds, give written notice to the Issuer and the Holder of its election to call the Bonds for redemption, on behalf of the Issuer, in full or in part on such Optional Redemption Date pursuant to this Section, and shall designate therein the principal amount of the Bonds to be redeemed and the redemption price as provided in this Section. The redemption price which shall be paid to the Holder for the account of the Issuer by the Sublessee in the event of its exercise of the option granted in this Section shall be an amount of money equal to the principal amount of the Bonds to be redeemed, plus accrued interest on the principal amount of the Bonds being redeemed, and the payment of the redemption price by the Sublessee shall constitute the prepayment of an equivalent portion of the Basic Rent payable by the Sublessee under this Sublease.

Notwithstanding the foregoing, the obligation of the Sublessee to make scheduled payments of Basic Rent after any partial redemption of the Bonds shall not be affected by such partial redemption, such partial redemption operating instead to pay the Basic Rent at dates earlier than the originally scheduled Rental Payment Date or Dates, in inverse chronological order.

The option granted to the Sublessee in this Section may be exercised whether or not the Sublessee is in default hereunder or under any other Bond Document; provided that no such exercise shall relieve the Sublessee from liability for any such default.

Section 7.2. Mandatory Redemption of Bonds. The Sublessee shall be obligated to cause the Bonds to be redeemed in full if this Sublease shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed herein by reason of any changes in the Constitution of the State of Ohio or the Constitution of the United States of America, or by reason of legislative or administrative action (whether State or Federal) or any final decree, judgment or order of any court (whether State or Federal) entered after the contest thereof by the Issuer, the Holder or the Sublessee in good faith. Within 10 days after the event giving rise to such obligation to cause the Bonds to be redeemed in full, the Sublessee shall give written notice to the Issuer and to the Holder and shall specify therein the event giving rise to such mandatory redemption, the redemption price as provided in this Section and the date of such redemption, which date shall be not less than 15 days nor more than 60 days from the date such notice is mailed. The payment of the redemption price by the Sublessee shall constitute the prepayment in full of the Basic Rent payable by the Sublessee under this Sublease.

If the Sublessee fails to give any notice required to be given by it under this Section, the Holder may specify the date for the redemption of the Bonds and the redemption price of the Bonds by giving written notice thereof to the Sublessee and the Issuer, and the giving of any such notice by the Holder shall also constitute the giving by the Sublessee of its notice of redemption.

The prepayment price which shall be paid by the Sublessee to the Holder for the account of the Issuer by the Sublessee under this subsection shall be an amount of money equal to (i) 100% of the principal amount of the Bonds to be redeemed, plus (ii) accrued interest thereon to the redemption date.

No prepayment of Basic Rent under this Section shall relieve the Sublessee from liability for any default hereunder or under any other Bond Document.

Section 7.3. Option of Holder to Accelerate Payment of Basic Rent. The Holder shall have, and is hereby granted, upon the occurrence of a Determination of Taxability with respect to the Bonds, the option to accelerate all payments of Basic Rent under this Sublease in the same manner and with the same effect (including the amounts to be paid by the Sublessee) as provided in Section 8.2(a) of this Sublease. To exercise the option granted by this Section, the Holder shall give written notice of acceleration to the Issuer and the Sublessee which notice shall specify the Basic Rent and other amounts to be prepaid as provided in this Section and the date of such prepayment, which date shall not

be less than 15 days nor more than 60 days after the date such notice is mailed. The exercise of such option to accelerate the payment of Basic Rent shall also constitute an election by the Issuer to call for redemption, on the same date as the prepayment date, of the entire principal amount of the Bonds outstanding on such date.

No prepayment of Basic Rent under this Section shall relieve the Sublessee from liability for any default hereunder or under any other Bond Document.

Section 7.4. Determination of Taxability After Payment in Full of the Bonds. Notwithstanding anything herein to the contrary, if after Payment in Full of the Bonds, a Determination of Taxability shall occur with respect to the Bonds and that Determination of Taxability causes any interest paid on the Bonds to be includable in the gross income of any Holder under the Code, the Sublessee shall, within 10 days after demand by that Holder, pay to that Holder an amount equal to the sum of (a) the difference between (i) the aggregate amount of interest on the Bonds which would have been payable to that Holder if the interest rate on the Bonds, commencing on the date of the Determination of Taxability, had been the Taxable Rate of Interest, and (ii) the aggregate amount of interest on the Bonds actually paid to that Holder prior to the Determination of Taxability; and (b) any, amount which that Holder is actually obligated to pay as interest on unpaid taxes, penalties or other assessments which are due by reason of the Determination of Taxability.

ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.1. Events of Default. Each of the following events is hereby declared an Event of Default:

(a) The Sublessee's failure to make any payment of Basic Rent, any Additional Payment or any other payment required to be made hereunder when the same becomes due and payable, including any failure to prepay Basic Rent or to pay the redemption price of the Bonds under Article VII hereof at the times required therein.

(b) The Sublessee's failure to pay the tender price of any Bonds subject to tender by the Holder for mandatory purchase by the Sublessee at the time required by the Bond Purchase Agreement.

(c) The occurrence of an "event of default" under any Bond Document.

(d) The Sublessee's failure to observe and perform any of its other covenants, conditions or agreements contained herein (other than those referred to in paragraphs (a), (b) or (c) of this Section 7.1) for a period of 30 days (unless the Holder shall agree in

writing to an extension of such time prior to its expiration). The Holder shall endeavor, but shall have no obligation, to give the Sublessee notice of any such covenant default, provided that the failure of the Holder to give notice of any such default shall not prevent the occurrence of an Event of Default if such default is continuing after the expiration of the 30-day grace period nor limit the rights and remedies of the Holder upon the occurrence of any such Event of Default.

(e) If any representation or warranty by the Sublessee contained in any Bond Document, or in any certificate or instrument delivered by the Sublessee pursuant to any Bond Documents, is false or misleading in any material respect when made.

(f) If the Sublessee shall be adjudicated as bankrupt or insolvent, or shall consent to or apply for the appointment of a receiver, Holder or liquidator of itself any of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization or arrangement in a proceeding under any bankruptcy law.

(g) Any foreclosure of, or ouster of the Sublessee from possession of, the Project or any portion thereof, or, except as otherwise provided for or permitted herein, any voluntary or involuntary transfer of possession or right of possession of the Project or any portion thereof, without the written consent of the Holder.

(h) The failure of the Sublessee promptly to pay and discharge any judgment or levy of any attachment, execution or other process against the assets of the Sublessee, and such judgment not be satisfied, or such levy or other process not be removed within sixty (60) days after the entry thereof, or at least five (5) days prior to the time of any proposed sale under any such judgment or levy.

(i) The occurrence of an "event of default" under any other financing instrument entered into between the Sublessee and the Holder (or an affiliate of the Holder) or of an "event of default" or "termination event" under any Derivative by and between the Sublessee and the Holder (or an affiliate of the Holder).

(j) This Agreement shall be terminated pursuant to Section 8.6 hereof.

Section 8.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Holder, as the assignee and pledgee of the Issuer, shall have the following rights and remedies:

(a) The Holder may declare all payments of Basic Rent to be immediately due and payable, whereupon the same shall become immediately due and payable. If the

Holder elects to exercise the remedy afforded in this Section 8.2(a) and accelerates all payments of Basic Rent, the amount then due and payable by the Sublessee resulting from such acceleration shall be the sum of (1) the aggregate principal amount of the Bonds then outstanding, (2) all unpaid interest on the Bonds accruing to the date of such acceleration, (3) any other amounts then due the Holder under the Bond Documents, and (4) any amount then due the Issuer hereunder.

(b) The Holder may, upon ten days' written notice to the Sublessee, terminate this Sublease; provided that, notwithstanding any termination of the Sublease, except in the case of the termination of this Sublease because of an Event of Default under Section 8.1(j) hereof, the Sublessee may, with the prior written consent of the Holder at any time after such termination, pay all accrued unpaid Basic Rent (except that accelerated pursuant to Section 8.2 (a) hereof), any costs to the Holder and the Issuer occasioned by the Event of Default, and all interest required to be paid on overdue principal, and fully cure all other defaults then capable of being cured. Upon such payment and cure, this Sublease shall be fully reinstated, as if it had never been terminated, and the Sublessee shall be restored to the use, occupancy and possession of the Subleased Premises.

(c) The Holder may, upon ten days' written notice to the Sublessee, (i) enter and take possession of the Subleased Premises or any appropriate part thereof, without terminating this Sublease, (ii) collect rentals and enforce all other remedies of the Sublessee under any subleases of, or assignments or grants of rights to use or occupy, the Subleased Premises, or any part thereof, but without being deemed to have affirmed the subleases, assignments or grants, and (iii) enter into new subleases, assignments and grants on any terms which the Issuer or Holder may deem to be suitable for the Subleased Premises, or any part thereof, which subleases, assignments and grants may provide that they shall not be terminated or affected if the Sublessee cures the Event of Default. Rentals and other amounts payable under the subleases, assignments and grants described in clauses (ii) and (iii) of the preceding sentence may be applied by the Holder to any costs of administration, operation, repair or maintenance of the Subleased Premises, or any part thereof, as the Holder may reasonably deem useful.

(d) The Holder may have access to and inspect, examine and make copies of, the financial books, records and accounts of the Sublessee pertaining to the Project and the Subleased Premises the operation thereof.

(e) The Holder may exercise any remedy provided for in the Bond Documents.

(f) The Holder may take whatever action at law or in equity may appear necessary or desirable to collect any sums then due and thereafter to become due hereunder or to enforce the observance or performance of any covenant, condition or agreement of the Sublessee hereunder.

Any amounts collected pursuant to action taken by the Holder under this Section shall, except as otherwise provided in or permitted by the Bond Documents, be applied to the payment of the principal and interest of the Bonds, any costs occasioned by an Event of Default hereunder and any and all other amounts due to the Holder under the Bond Documents in such order and in such amounts as the Holder may determine in its sole discretion.

Subject to the provisions of Section 6.4 hereof, after Payment in Full of the Bonds, the payment of any costs occasioned by an Event of Default hereunder and any and all other amounts due to the Holder under the Bond Documents, any excess moneys shall be returned to the Sublessee as an overpayment of Basic Rent.

Whenever any Event of Default shall have occurred and be continuing which results from failure of the Sublessee to pay to or perform for the Issuer any payment, covenant, agreement or warranty not assigned to the Holder, the Issuer may (but need not) proceed directly against the Sublessee and may take any action at law or in equity which it may deem necessary or desirable to collect or enforce such payment or performance in default.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to enable the Issuer or the Holder to exercise any remedy reserved to it herein, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 8.4. Attorneys' Fees and Expenses. Should an Event of Default occur and the Issuer or Holder or any of them employ attorneys or incur other expenses for the collection of sums due hereunder or in the enforcement of performance of any other obligation of the Sublessee hereunder, the Sublessee shall on demand therefor reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 8.5. Waiver of Default. If the Holder shall waive any Event of Default under the Documents and its consequences, or rescind any declaration of acceleration of payments of the principal of and interest on the Bonds, such waiver must be in writing and shall be effective only to the extent set forth in such writing, provided that such waiver shall also waive any corresponding Event of Default hereunder and its consequences, and such rescission of a declaration of acceleration of the principal of and interest on the Bonds shall also rescind any declaration of any corresponding acceleration of all payments of

Basic Rent. In case of any such waiver or rescission, or in case any proceeding taken by the Issuer or Holder on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Sublessee, and the Holder shall be restored to their former positions and rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 8.6. Termination for Failure to Operate Project Facilities as Hospital Facilities. Pursuant to Section 140.05(B) of the Ohio Revised Code, the Sublessee agrees that in the event the Sublessee shall fail faithfully and efficiently to administer, maintain and operate the Project as "hospital facilities", as defined in the Act, or shall fail to provide the services thereof without regard to race, creed, color or national origin, after an opportunity to be heard upon written charges, the Issuer may terminate this Agreement and the leasehold interest in the Subleased Premises hereby created, provided that the Sublessee shall continue to remain liable for the payment of the Basic Rent and Additional Payments and for performance and observance of the agreements on its part herein provided to be performed and observed by it.

ARTICLE IX INSURANCE

Section 9.1. Insurance. The Sublessee covenants to provide and maintain insurance against loss and/or damages to the Project under a policy or policies in form and amount covering such risks as are ordinarily insured against by similar facilities; provided, that the amount of insurance shall always be at least equal to the outstanding principal amount of the Bonds, including without limiting the generality of the foregoing, fire and uniform standard extended coverage endorsements, limited only as may be provided in the standard form of extended coverage endorsements at the time in use in the State of Ohio and naming the Holder as loss payee.

Section 9.2. Insurance Proceeds. If prior to Payment in Full of the Bonds (or prior to provisions for payment thereof having been made) the Project shall be damaged or partially or totally destroyed by whatever cause, there shall be no abatement or reduction in the Basic Rent payable under this Sublease, and, to the extent that the claim for loss resulting from such damage or destruction is not greater than \$100,000, and no Event of Default has occurred and is continuing hereunder, such insurance proceeds shall be paid to the Sublessee and the Sublessee (a) will promptly repair, rebuild or restore the property damaged or destroyed with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by it and as will not impair the character or significance of the Project, (b) will apply for such purpose so much as may

be necessary of any insurance proceeds resulting from claims for such losses not in excess of \$100,000 as well as any additional available moneys necessary therefor.

If prior to Payment in Full of the Bonds (or provision for payment thereof having been made upon terms satisfactory to the Holder), the Project shall be destroyed (in whole or in part) or damaged as aforesaid to such extent that the claim for loss resulting from such destruction or damage is in excess of \$100,000, the Sublessee shall promptly give, or cause to be given, written notice thereof to the Issuer and the Holder and any insurance proceeds resulting from such destruction or damage shall be deposited into a separate segregated insurance proceeds account held by the Holder. If such claim for such loss is in excess of \$100,000, the Sublessee shall have the option of (i) continuing to pay the Basic Rent hereunder and proceeding promptly to repair, rebuild or restore the property damaged or destroyed with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sublessee and as will not impair the character of the Project, and the Holder will, upon delivery to the Holder of a certificate signed by the Sublessee, setting forth the costs theretofore incurred or paid, apply so much as may be necessary of the proceeds from time to time available of such insurance to payment of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses or (ii) electing its option to call the Bonds for redemption on behalf of the Issuer as hereinafter provided.

In the event the Sublessee does not elect to call the Bonds for redemption and said proceeds and other moneys available therefor are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Sublessee will nonetheless complete the work thereof and will pay the portion of the cost thereof in excess of the amount of said proceeds and other available moneys. In such event, the Sublessee shall provide evidence reasonably satisfactory to the Holder that the Sublessee has available to it sufficient moneys to complete such repair, rebuilding or restoration. The Sublessee shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the Issuer or any diminution in or postponement of the Basic Rent payable under this Sublease.

Any balance of the insurance proceeds remaining after the payment of all costs of such repair, rebuilding or restoration shall be paid to, or retained by, the Holder as a prepayment of the Basic Rent and applied to the redemption of the Bonds as if the Sublessee elected its option to call the Bonds for redemption on behalf of the Issuer. If the Bonds have been fully paid or provision has been made for the Payment in Full of the Bonds, all such proceeds will be paid to the Sublessee.

In the event that the Sublessee shall elect not to cause the Project to be repaired or rebuilt, the Sublessee shall elect its option to call the Bonds for redemption on behalf of the Issuer pursuant to Section 7.1 hereof and to cause the entire insurance proceeds to be

applied to the redemption of all or a portion of the Bonds, and, if less than all of the Bonds are to be redeemed, the Sublessee shall designate the principal amount of the Bonds to be redeemed with the insurance proceeds (which designation shall correspond to the principal amount of the Bonds that financed the costs of the Project or portion thereof that was damaged or destroyed), and in such event the Issuer shall cause the Holder so to apply the same; but in such event, Basic Rent due hereunder shall not abate until the principal of and interest on all of the Bonds shall have been fully paid or provision for the Payment in Full of the Bonds shall have been made upon terms satisfactory to the Holder.

Insurance proceeds may be applied to the redemption of Bonds pursuant to the immediately preceding paragraph only if (1) such proceeds shall be sufficient, together with other moneys on deposit with the Holder, to redeem all outstanding Bonds, or (2) the Sublessee shall furnish a certificate of an architect stating that (A) the portion of the Project damaged or condemned is not essential to the Sublessee's use or occupancy of the Project or (B) the damaged Project has been restored to a condition substantially equivalent to its previous condition.

Notwithstanding anything herein to the contrary, in the event that an Event of Default has occurred and is continuing, any insurance proceeds may, at the option of the Holder, be applied as provided in Section 8.2 of this Sublease.

Section 9.3. Failure to Carry Insurance. In the event the Sublessee shall at any time neglect or refuse to procure or maintain insurance as required in Section 9.1, either the Holder or the Issuer may at its option (but shall not be required to) procure and maintain such insurance and the Sublessee shall be obligated to reimburse promptly the Holder or the Issuer, as the case may be, for all amounts expended in connection therewith, together with interest on all such amounts expended at the Default Rate.

Section 9.4. Prompt Loss Adjustments. The Sublessee shall adjust losses under insurance policies related to the Project in conformity with this Sublease, as promptly as practicable and with due regard to the interests of the Holder in such adjustments.

Section 9.5. The Sublessee's Liability. No acceptance or approval of any insurance policy by the Holder shall relieve or release the Sublessee from any liability, duty or obligation under the provisions of this Sublease.

ARTICLE X CONDEMNATION

Section 10.1. Notice of Taking; Cooperation of Parties. If any public authority or entity, in the exercise of its power of eminent domain, takes or damages the Project, or

any part thereof, there shall be no abatement or reduction in the Basic Rent payable by the Sublessee to the Holder. The Sublessee shall take prompt and appropriate measures to protect and enforce its rights and interests and those of the Issuer and the Holder in connection with any condemnation proceeding, and the Sublessee and the Issuer shall cooperate in the protection of their mutual rights and interest and those of the Holder. Prompt written notice of any taking or damaging of any part of the Project or of any official notice thereof or of the institution of any proceeding therefor by any public instrumentality, body, agency or officer shall be given to the Holder and to the other parties to this Sublease by the party first informed thereof.

Section 10.2. Disposition of Money Awarded in Eminent Domain Proceedings. In the event that title to or the temporary use of the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the Basic Rent payable by the Sublessee under this Sublease and any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid and held by the Holder in a separate segregated condemnation award account. Provided that no Event of Default has occurred and is continuing, and the net proceeds are less than \$100,000, the Holder shall pay the net proceeds to the Sublessee. In the event that the net proceeds exceed \$100,000, all of the net proceeds shall be retained in the separate segregated condemnation account held by the Holder and applied in one or more of the following ways as shall be directed in writing by the Sublessee:

- (a) the restoration of the remaining portion of the Project to substantially the same condition as it existed prior to the exercise of said power of eminent domain;
- (b) the acquisition, construction, installation and equipping by the Sublessee of other land or improvements suitable for the Sublessee's operation of the Project (which land or improvements shall be deemed a part of the Project and available for use and occupancy by the Sublessee without the payment of any Basic Rent other than herein provided, to the same extent as if such land or other improvements were specifically described herein and demised hereby); or
- (c) redemption of the principal of any of the Bonds (and, if less than all of the Bonds are to be redeemed, the Sublessee shall designate the principal amount of the Bonds to be redeemed with the condemnation proceeds, which designation shall correspond to the principal amount of the Bonds that financed the costs of the Project or portion thereof taken in the eminent domain proceedings), together with accrued interest thereon to the date of redemption; provided, that no part of such condemnation award may be applied for such purposes unless, in the event that less than all of the Bonds are to be redeemed, the

Sublessee shall furnish, or cause to be furnished to the Issuer and the Holder a certificate of an architect, independent engineer, consultant or other expert not objected to by the Holder, selected by the Sublessee, stating (i) that the property forming a part of the Project that was taken by such condemnation is not essential to the Sublessee's use or occupancy of the Project, or (ii) that the Project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings, or (iii) that land or improvements have been acquired which are suitable for the Sublessee's operation of the Project as contemplated by the foregoing subsection (b) of this Section.

Within 90 days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Sublessee shall direct the Issuer and the Holder in writing as to which of the ways specified in this Section the Sublessee elects to have the net proceeds of the condemnation award applied.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to, or retained by, the Holder as a prepayment of the Basic Rent the Holder as a prepayment of the Basic Rent and applied to the redemption of the Bonds as if the Sublessee elected its option to call the Bonds for redemption on behalf of the Issuer. If the Bonds have been fully paid (or provision for the Payment in Full of the Bonds has been made upon terms satisfactory to the Holder), and any and all other amounts due to the Holder hereunder or under the Bond Documents shall have been paid, all net proceeds will be paid to the Sublessee. The Issuer shall cooperate fully with the Sublessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit the Sublessee to litigate in any such proceedings in its own name or in the name and on behalf of the Issuer. In no event will the Sublessee voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, or authorize the other to do so, without the written consent of the Holder.

Notwithstanding anything herein to the contrary, in the event that an Event of Default has occurred and is continuing, any net proceeds received from any condemnation award relating to the Project, at the option of the Holder, may be applied as provided in Section 8.2 of this Sublease.

ARTICLE XI

RELEASE OF PORTIONS OF SUBLEASED REAL PROPERTY

Section 11.1. Release of Subleased Real Property. The parties hereto reserve the right, at any time and from time to time, to amend this Sublease to effect the release of and removal from this Sublease and the leasehold estate created hereby of any part of or interest in the Subleased Real Property including, without limiting the generality of the

foregoing, the conveyance of such part or interest (including a structure or improvement or part thereof) to the Sublessee as long as such release and removal has been approved in writing by the Holder and is not inconsistent with the Sublessee's covenant to operate the Subleased Premises as Hospital Facilities in accordance with the terms of this Sublease for the service of the general public without discrimination by reason of race, creed, color or national origin.

The Issuer and the Sublessee shall execute and deliver such documents as may be appropriate in order to effect any release or removal pursuant to this Section. Any release or removal pursuant to this Section may be made for the purpose of conveying the part or interests released to the Sublessee.

No further action of the Legislative Authority shall be required to authorize or effect the release or removal of the Subleased Premises, or granting or modifying real property interests therein, as contemplated by this Section 11.1 and Section 11.3 hereof, and any appropriate officials of the Issuer shall be and they hereby are authorized and directed to execute and deliver any and all documents or instruments necessary or appropriate to effect said release or removal, or said granting or modifying real property interests.

Section 11.2. No Abatement or Diminution of Basic Rent. No release or conveyance effected under any of the provisions of this Sublease shall entitle the Sublessee to any abatement or diminution of the Basic Rent payable hereunder.

Section 11.3. Granting Easements. As long as such actions are not inconsistent with the provisions of the Mortgage and the Sublessee's covenant to operate the Subleased Premises as Hospital Facilities in accordance with the terms of this Sublease for the service of the general public without discrimination by reason of race, creed, color or national origin and if the Sublessee is not then in default under this Sublease, the Issuer and the Sublessee agree that the Sublessee from time to time may grant easements, licenses, rights of way (including the dedication of public highways), party wall rights and rights of lateral support and other rights or privileges in the nature of easements with respect to the Subleased Premises, or may relocate, release or terminate existing easements, licenses, rights of way, party wall rights and rights of lateral support and other rights or privileges with or without consideration and the Sublessee may execute and deliver any instrument necessary or appropriate to grant, relocate, release or terminate any such easement, license, right of way, party wall rights and rights of lateral support or other right or privilege

ARTICLE XII

ASSIGNMENT/SUBLEASING AND USE OF THE SUBLEASED PREMISES

Section 12.1. Assignment and Subleasing by the Sublessee. Sublessee shall not enter into any sublease or grant of use of the Subleased Premises if such sublease or grant of use would adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes or from treatment as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. Subject to the preceding sentence, the provisions of Section 3.2(l) of this Sublease and the provisions of the Mortgage, this Sublease may be assigned and the Subleased Premises may be subleased, in whole or in part, by the Sublessee provided that the Sublessee shall furnish or cause to be furnished to the Holder and the Holder a true and complete copy of each such assignment or sublease, as the case may be, together with any instrument of assumption and an Opinion of Bond Counsel that such assignment and subleasing will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or from treatment as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code; and provided, further, that no such assignment or sublease (other than pursuant to Section 3.2(l) hereof) shall relieve the Sublessee from its primary liability for any of its covenants, agreements or obligations under this Sublease.

Section 12.2. Assignment by the Issuer. The Sublessee acknowledges and approves the assignment by the Issuer to the Holder, as security for payment of Bond Service Charges on the Bonds, of all of Issuer's rights and interests in the Basic Rent and all of the Issuer's other rights under and interests in this Sublease pursuant to the Assignment, except as otherwise provided in the Assignment.

Section 12.3. Restrictions on Transfer and Encumbrance of Subleased Premises by the Issuer. The Issuer agrees that, except as otherwise provided in this Sublease, it will not sell, assign, transfer, convey or otherwise dispose of the Subleased Premises or any portion thereof during the Sublease Term, nor will it create or suffer to be created any debt, lien or charge thereon (except the lien or charge for taxes, governmental charges or special assessments) or make any pledge or assignment of or create any lien or encumbrance upon the rents, revenues and receipts derived from the sale, sublease or other disposition of the Subleased Premises other than as provided in Section 12.2 hereof.

Section 12.4. Installation of Sublessee's Own Personal Property. From time to time, in its sole discretion and at its own expense, the Sublessee may, and may permit any of its sublessees to, install personal property on the Subleased Premises, including without limitation, personal property which becomes in whole or in part a fixture when installed. All personal property so installed shall remain the sole property of the Sublessee or its sublessees, as the case may be, unless it is a fixture or is essential for the faithful and efficient administration, maintenance and operation of a Project as Hospital Facilities, and with that exception, the Issuer and the Holder shall have no interest in that personal

property. The personal property which is the sole property of the Sublessee or its sublessee may be modified or removed at any time if there is then no Event of Default under this Sublease so long as the suitability of the Subleased Premises as Hospital Facilities is not impaired. Nothing contained in this Sublease shall prevent the Sublessee or any of its sublessees from purchasing personal property under a conditional sale, installment purchase or lease sale contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof. The provisions of this Section 12.4 are subject to the Sublessee's covenants in its other Sublessee Agreements and any lien or security interest in such personal property granted by the Sublessee to the Holder pursuant thereto.

ARTICLE XIII MISCELLANEOUS

Section 13.1. Term of Sublease. Subject to Section 6.4 hereof, this Sublease shall terminate on the Termination Date.

Section 13.2. Notices. Except as otherwise specifically provided herein, all notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Issuer, at 4200 Dryden Road, Moraine, Ohio 45439, Attention: David Hicks, City Manager, (b) if to the Sublessee, at 1800 N. James McGee Boulevard, Dayton, Ohio 45417 Attention: Virgil F. McDaniel, PHR, SHRM-CP, Executive Director and Chief Executive Officer, or (c) if to the Holder, PNC Bank, National Association, 8220 Springboro Pike (Mail Stop: B5-B131-01-1), Miamisburg, OH 45342-3705, Attention: Louis A. Peluso, Vice President Business Banking. A duplicate copy of each notice, approval, consent, request or other communication given hereunder by either the Issuer or the Sublessee to the other shall also be given to the Holder. The Issuer, the Sublessee and the Holder may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communications shall thereby be required to be sent to more than two addresses.

Section 13.3. Binding Effect. This Sublease shall inure to the benefit of and shall be binding upon the Issuer, the Sublessee and their respective successors and assigns, provided that any obligation of the Issuer arising hereunder shall not be a general debt of the Issuer, but shall be payable solely out of the Pledged Receipts.

Section 13.4. Severability. In the event any provision of this Sublease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. If any provision herein

shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

Section 13.5. Amendments, Changes and Modifications. This Sublease may not be amended, changed, modified, altered or terminated without the written consent of the Holder, the Sublessee and the Issuer.

Section 13.6. Execution Counterparts. This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7. Quiet Enjoyment; Sublessee's Responsibilities. (a) Except for actions expressly authorized hereby, the Issuer covenants that it will not take any action to prevent the Sublessee from paying Basic Rent and Additional Payments and performing the covenants and agreements herein on the Sublessee's part to perform, from peaceably and quietly holding and enjoying the Subleased Premises during the Sublease Term and any extension thereof and that the Issuer will, at the Sublessee's request and expense, defend the Sublessee's enjoyment and possession of the Subleased Premises against all parties or permit the Sublessee, in its own or, to the extent lawful, in the Issuer's name, to defend such enjoyment and possession.

(b) Notwithstanding anything herein to the contrary, the Sublessee, as owner and sublessee of the Subleased Premises, shall have sole responsibility with respect to the ownership and maintenance of the Subleased Premises and the payment of all costs relating thereto, including the costs of utilities, taxes and insurance, and the Issuer shall have no obligations in respect thereto.

Section 13.8. Captions. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Sublease.

Section 13.9. Governing Law. This Sublease shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 13.10. Right of Setoff. In addition to all liens upon and rights of setoff against the Sublessee's money, securities or other property given to the Original Purchaser

or any subsequent Holder by law, the Original Purchaser or any subsequent Holder shall have, with respect to the Sublessee's obligations to the Original Purchaser or any subsequent Holder under this Sublease and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Sublessee hereby grants the Original Purchaser or any subsequent Holder a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Original Purchaser or any subsequent Holder, all of the Sublessee's right, title and interest in and to, all of the Sublessee's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Original Purchaser or any subsequent Holder or any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Sublessee. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action of the Original Purchaser or any subsequent Holder, although the Original Purchaser or any subsequent Holder may enter such setoff on its books and records at a later time.

Section 13.11. USA PATRIOT Act Notice. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each Sublessee that opens an account. What this means: when the Sublessee opens an account, the Original Purchaser will ask for the business name, business address, taxpayer identifying number and other information that will allow the Original Purchaser to identify the Sublessee, such as organizational documents. For some businesses and organizations, the Original Purchaser may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

Section 13.12. Anti-Money Laundering/International Trade Law Compliance. The Sublessee represents and warrants to the Original Purchaser, as of the date of this Sublease, the date of any renewal, extension or modification of the Bonds, and at all times until the Bonds have been terminated and all amounts thereunder and hereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Bonds will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance

Authority; (c) the funds used to repay the Bonds are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Sublessee covenants and agrees that it shall immediately notify the Original Purchaser in writing upon the occurrence of a Reportable Compliance Event.

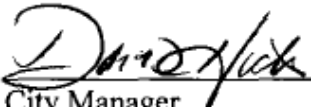
As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means the Sublessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of the Sublessee acting in any capacity in connection with the Bonds; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

Section 13.13. No Warranty of Condition or Suitability. The Issuer does not make any warranty, either express or implied, as to the suitability or utilization of the Subleased Premises for the Sublessee's purposes, or as to the condition of the Subleased Premises or that they are or will be suitable for the Sublessee's purposes or needs.

[Balance of Page Intentionally Omitted]

IN WITNESS WHEREOF, the Issuer and the Sublessee have executed this Sublease all as of the date first above written.

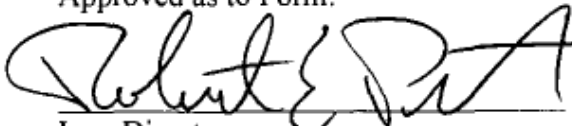
CITY OF MORaine, OHIO (Issuer)

By: 
City Manager

PROJECT C.U.R.E., INC. (Sublessee)

By: 
Executive Director/CEO

Approved as to Form:


Law Director
City of Moraine, Ohio

This instrument prepared by:

Richard E. Helm, Esq.
Thompson Hine LLP
Austin Landing I
10050 Innovation Drive
Suite 400
Dayton, Ohio 45342-1934
Telephone: (937) 443-6828

STATE OF OHIO)

) SS:

COUNTY OF MONTGOMERY)

On this 21st day of July, 2016, before me, a Notary Public in and for said county and state, personally appeared David Hicks, the City Manager of the City of Moraine, Ohio, who acknowledged the execution of the foregoing instrument and that the same is his voluntary act and deed on behalf of that City and the voluntary and corporate act and deed of that City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

596
Notary Public
(SEAL)



LISA J ERNST, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 2021

STATE OF OHIO)
) SS:
COUNTY OF ALLEN)

On this 22nd day of July, 2016, before me, a Notary Public in and for said county and state, personally appeared Virgil F. McDaniel, PHR, SHRM-CP, the Executive Director and Chief Executive Officer of Project C.U.R.E., Inc., the corporation which executed the foregoing instrument, who acknowledged that he did sign said instrument as such officer for and on behalf of said corporation and by authority granted in its Code of Regulations and by its Board of Directors; that the same is his free act and deed as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Lisa J Ernst
Notary Public
(SEAL)



LISA J ERNST, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 2021

CERTIFICATE

The undersigned fiscal officer of the City of Moraine, Ohio, hereby certifies that the money required to meet the obligations of such Issuer during the year 2016 under the foregoing Sublease have been lawfully appropriated by the Board of Directors of such Issuer for the purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Said funds are in the process of collection because Project C.U.R.E., Inc. has obligated itself to make all payments owed by the Issuer and no funds or moneys of the Issuer will be expended. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

CITY OF MORaine, OHIO

By: 
Richard Sexton, Finance Director

EXHIBIT A

SUBLEASED REAL PROPERTY

Situated in Section 13, Town 3, Range 5, E., City of Moraine, Montgomery County, Ohio
and being Lot 5449 of the Consecutive Numbered Lots of the City of Moraine, Ohio.

PPN: J44228226 0005

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EXHIBIT B

THE PROJECT

The "Project" consists of the acquisition, construction, installation and equipping by the Sublessee of certain "hospital facilities" (as defined in the Act) comprised of a drug rehabilitation services facility providing medication assisted treatment for opioid use disorder to be located within the boundaries of the Issuer, including the costs of site improvements.

EXHIBIT C

PERMITTED LIENS

1. Real estate taxes and assessments, both general and special, which are not yet due and payable.
2. Zoning and building ordinances and regulations.
3. The Mortgage.
4. The Security Agreement.
5. The Base Lease.
6. The Sublease.
7. The Assignment.
8. All other exceptions listed in the title policy issued insuring the lien of the Mortgage.

EXHIBIT D

form of

COSTS OF ISSUANCE DISBURSEMENT REQUEST

STATEMENT REQUESTING DISBURSEMENT OF FUNDS FROM THE COSTS OF ISSUANCE FUND PURSUANT TO SECTION 4.3 OF THE SUBLEASE BETWEEN THE CITY OF MORaine, OHIO AND PROJECT C.U.R.E., INC.

Pursuant to Section 4.3 of the Sublease (the "Sublease") the City of Moraine, Ohio, an Issuer and political subdivision of the State of Ohio (the "Issuer"), and Project C.U.R.E., Inc., an Ohio nonprofit corporation (the "Sublessee"), dated as of July 1, 2016, the undersigned Authorized Sublessee Representative hereby requests and authorizes the Servicing Agent, as depository of the Costs of Issuance Fund created by the Bond Legislation, to pay to the Sublessee or to the person(s) listed on the Disbursement Schedule attached hereto out of Advances deposited in the Costs of Issuance Fund for the Bonds the aggregate sum of \$_____ to pay such person(s) or to reimburse the Sublessee in full, as indicated in the Disbursement Schedule, for advances, payments and expenditures made by it in connection with the items listed in the Disbursement Schedule.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Costs of Issuance Fund in accordance with the terms and conditions of the Sublease, and none of those items has formed the basis for any disbursement heretofore made from the Costs of Issuance Fund;

(b) Each such item is or was necessary in connection with the costs of issuing the Bonds;

(c) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Issuer, the Original Purchaser and the Servicing Agent for its actions taken pursuant hereto; and

(d) This statement constitutes the approval of the Sublessee of each disbursement hereby requested and authorized.

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IN WITNESS WHEREOF, the Authorized Sublessee Representative has set his hand as of the _____ day of _____, 20____.

Authorized Sublessee Representative

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EXHIBIT E

form of

PROJECT COSTS DISBURSEMENT REQUEST

STATEMENT NO. _____ REQUESTING
DISBURSEMENT OF FUNDS FROM THE PROJECT
FUND PURSUANT TO SECTION 4.3 OF THE
SUBLEASE BETWEEN THE CITY OF MORaine, OHIO
AND PROJECT C.U.R.E., INC.

Pursuant to Section 4.3 of the Sublease (the "Sublease") the City of Moraine, Ohio, an Issuer and political subdivision of the State of Ohio (the "Issuer"), and Project C.U.R.E., Inc., an Ohio nonprofit corporation (the "Sublessee"), dated as of July 1, 2016, the undersigned Authorized Sublessee Representative hereby requests and authorizes the Servicing Agent, as depository of the Project Fund created by the Bond Legislation, to pay to the Sublessee or to the person(s) listed on the Disbursement Schedule attached hereto out of the Advances deposited in the Project Fund for the Bonds the aggregate sum of \$_____ to pay such person(s) or to reimburse the Sublessee in full, as indicated in the Disbursement Schedule, for advances, payments and expenditures made by it in connection with the items listed in the Disbursement Schedule.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Sublease, and none of those items has formed the basis for any disbursement heretofore made from the Project Fund;

(b) Each such item is or was necessary in connection with the acquisition, construction, installation and equipping of the real and personal property comprising the Project;

(c) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Issuer and the Holder for its actions taken pursuant hereto; and

(d) This statement constitutes the approval of the Sublessee of the disbursement hereby requested and authorized.

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(e) This disbursement shall not exceed the amount of Undisbursed Proceeds.

(f) At the date hereof, no Event of Default under the Sublease has occurred and is continuing.

(g) The representations and warranties set forth in the Sublease are hereby reaffirmed and restated, and Sublessee represents and warrants that the same are true, correct and complete in all material respects on the date hereof.

(h) All bills for labor, materials, equipment, work, services and supplies furnished in connection with the Project, which could give rise to a mechanic's lien if unpaid, have been paid or will be paid out of the requested disbursement. All claims for mechanics' liens which shall have arisen or could arise for labor, materials, equipment, work, services or supplies furnished in connection with the Project through the last day of the period covered by the requested disbursement have been effectively waived in writing, or will be effectively waived in writing when payment is made.

IN WITNESS WHEREOF, the Authorized Sublessee Representative has set his hand as of the _____ day of _____, 20__.

Authorized Sublessee Representative

899300.3

An Ordinance approving current replacement pages to the Moraine Codified Ordinances and declaring an emergency.

Department: Clerk of Council

Request: Action Item

Item Background and Purpose:

This item approves the fourth quarter supplement to the Moraine Codified Ordinances. There are no new State ordinances being introduced with this item. Emergency legislation is requested to approve the fourth quarter updates to the MCO.

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

1. 2221-26 - Exhibit A

RECORD OF ORDINANCES

Ordinance No. 2221-26

AN ORDINANCE APPROVING CURRENT REPLACEMENT PAGES TO THE MORAINE CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

WHEREAS, various ordinances of a general and permanent nature have been enacted by the Moraine City Council which should be included within the Codified Ordinances of the City of Moraine; and

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, said Codified Ordinances complete to December 31, 2025, have been prepared and presented to the City and have been reviewed and approved by the City Law Department.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MORAINE, STATE OF OHIO:

SECTION 1: That the ordinances of the City of Moraine, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections complete to December 31, 2025, are hereby approved and adopted.

SECTION 2: That the following sections and chapters are hereby added, amended, reconfigured, repaginated or repealed as respectively indicated in order to comply with current State law:

Traffic Code - *None at this time.*

General Offenses Code - *None at this time.*

SECTION 3: That the complete text of the Code sections listed above are set forth in full in the current replacement pages to the Codified ordinances which are hereby attached to this ordinance as Exhibit A. The listing above of each new section by reference to its title shall constitute sufficient publication of new matter contained therein. (Ref. R.C. 731.23)

SECTION 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its inhabitants for the reason that there exists a necessity for the earliest distribution and publication of current Replacement Pages to the officials and residents of the City, so as to facilitate administration and daily operation and avoid practical and legal misunderstanding and therefore this Ordinance shall take effect and be in force from and after the date of its passage.

SECTION 5: That the Clerk be and is hereby authorized and directed to forward a certified copy of this Ordinance to the City Manager, Law Director and City Prosecutor.

**CODIFIED
ORDINANCES
OF THE
CITY OF
MORaine
OHIO**

Local legislation current through December 31, 2025

State legislation current through June 5, 2025

We, Teri Murphy, Mayor, and Karen Powell, Clerk of Council of Moraine, Ohio, pursuant to City Charter Section 10.15 and Ohio R.C. 731.23 and 731.42, hereby certify that the general and permanent ordinances of the City of Moraine, Ohio, as revised, rearranged, compiled, renumbered as to sections, recodified and printed herewith in component codes are correctly set forth and constitute the Codified Ordinances of Moraine, Ohio, 2000, as amended to December 31, 2025.

/s/ Teri Murphy
Mayor

/s/ Karen Powell
Clerk of Council

Codified, edited and prepared for
publication by
THE WALTER H. DRANE COMPANY
Cleveland, Ohio

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CITY OF MORaine
ROSTER OF OFFICIALS
(2026)

COUNCIL

Teri Murphy	Mayor
Mike Daugherty	Ward 1
Dave Miller	Ward 2
Shirley Whitt	Ward 3, Deputy Mayor
Jeanette Marcus	Ward 4
Branden Delph	At-Large
Ora Allen	At-Large
Karen Powell	Clerk of Council

ADMINISTRATION

Michael Davis	City Manager
Annetta Williams	Finance Director
Martina Dillon	Law Director
Craig Richardson	Police Chief
Traci Kuzminski	Fire Chief
Brent Carpenter	Building and Zoning Administrator
(Vacant)	Community Development Director
Lauren Alvarado	City Engineer
Nick Sorice	City Planner
Brent Shane	Parks and Recreation Director
Rocky Bangert	Building and Maintenance Superintendent
Chris Dunn	Street Superintendent
Susan Siroki	Clerk of Courts

The publisher
expresses its appreciation
to

KAREN POWELL
Clerk of Council

all City officials
who gave time and counsel
to the 2000 recodification
of the City's ordinances and
preparation of current
replacement pages.

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1686-07	10-25-07	145.03, 147.01, 1111.07(a), 1117.02(c) to (h), 1125.04(b), 1127.04	1860-13	1-10-13	725.01, 725.02, 725.05, 725.08, 725.11, 725.13, 725.15 to 725.17, 725.99
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1701-08	2-28-08	903.03(a)			507.01(a)(2) to (4), 507.03(e), 507.19
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1715-08	7-10-08	905.01 to 905.06	1878-14	2-4-14	181.01C, 181.03C, 181.04B
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1937-15	12-10-15	333.03	2150-23	12-14-23	509.03
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1987-17	11-9-17	339.02	2177-25	6-26-25	149.01
1995-18	2-22-18	185.80 to 185.95	2190-25	6-12-25	781.01, 781.99
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2023-19	1-24-19	725.01	2203-25	10-23-25	1181.05
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2046-19	9-26-19	TRAF. APPX. X			
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2063-20	7-9-20	155.02			
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2070-20	9-24-20	1115.03(a)(148.5)			
2071-20	9-24-20	1157.02(a)(2)			
2088-21	6-10-21	Repeals 509.13			
2097-21	9-9-21	559.01 to 559.15, 559.99			
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2125-22	10-27-22	331.43(b)			
2126-22	11-10-22	Repeals 553.01, 553.011, 553.03, 553.04, 553.06			
2136-23	5-11-23	333.11			
2137-23	5-11-23	131.01, 159.01			

TABLE I - ZONING MAP CHANGES (Cont.)

<u>Ord. No.</u>	<u>Date</u>	<u>Description</u>
1172-96	7-25-96	Property annexed at 3901 South Union Rd. zoned R-2 Single-Family Residential.
1195-97	4-24-97	0.115 acres at 3501 Dryden Rd. from R-2 Single-Family Residential to B-2 General Business District.
1230-98	6-25-98	Property along East River Rd, Lots 3350 and 3351 from R-2 Single-Family Residential to C Conservation District.
1260-98	10-22-98	Property at NW corner of Dryden Rd. and Northlawn Ave., Lot 3308, from B-1 to B-2 General Business District.
1396-00	11-30-00	Annexed Lots 5165 to 5167 fronting on Gettysburg Ave. zoned as R-2 Single-Family Residential District.
1397-00	11-30-00	Lots 5166 and 5167 fronting on Gettysburg Ave. from R-2 Single-Family Residential to M-1 Light Industrial District.
1407-01	3-8-01	Lot 5035 from B-1 Neighborhood Business to B-2 General Business District.
1436-01	11-29-01	Lots 2315 and 4522 (.19 acre) at 2900 Lakehurst from R-2 Single Family Residential to B-2 General Business District.
1446-02	2-28-02	City Lot 5196 (previously annexed - 58.33 acres) from Township R-1 to Moraine R-2 Single Family Residential District.
1500-03	6-26-03	City Lots 4220, 4226 to 4228, and 4230 to 4233 (115.383 acres) from R-2 Single Family Residential to C-Conservation District.
1511-03	1-8-04	City Lot 5229 (4.7644 acres) from Dayton R-3 Low Density Residential to Moraine M-PUD Industrial Plan Unit Development District.
1495-03	6-12-03	Approving the re-zoning of Lot No. 5196 of the City containing approximately 58.214 acres from R2 Single Family Residential to M-PUD Light Industrial Plan Unit Development.
1521-04	3-11-04	Approves re-zoning of Lots 5230 and 5231 (4.0907 acres) from Dayton R-3 Low Density Residential to Moraine M-1 Light Industrial District.
1589-05	6-23-05	Approves zoning of City Lots 5246-5248, and Lot 2 in Southern Hills Crossing, Phase I as M-2 General Industrial District.
1614-06	3-23-06	Approves rezoning of City Lot 4271 from R-2 Single Family Residential to M-PUD Industrial Planned Unit Development District.
1639-06	8-10-06	Approving a zoning change and site plan for a 34 acre parcel on Lamme Road from R-2 Single Family Residential to R-PUD Residential Planned Unit Development District.
1640-06	8-24-06	Approving a zoning change for a 19 acre parcel of property on East River Road from C Conservation to M-2 General Industrial District.
1708-08	5-22-08	Approving a change of zoning district from B-1 Neighborhood Business and B-2 General Business to M-2 General Industrial for City Lot No. 4615.
1709-08	5-22-08	Approving a change of zoning district from A-1 Agricultural to M-PUD Industrial Planned Unit Development and approving the specific site plan included therein for Lots No. 4252 and 4253.

TABLE I - ZONING MAP CHANGES (Cont.)

<u>Ord. No.</u>	<u>Date</u>	<u>Description</u>
1763-10	5-13-10	Approving a change of Zoning District from R-2 (Single Family Residential) to A-1 (Agricultural) for City of Moraine Lots No. 4877 and 4878.
1950-16	8-11-16	Approving the placement of 6.53 acres of property located at 2917 Alex-Bell Road and newly annexed into the City into a B-2 General Business Zoning District.
1968-17	5-25-17	Approving a zoning change for 1.871 acres of property located at 2714 Springboro West Road from B-1 Neighborhood Business to B-2 General Business Zoning District.
1972-17	7-27-17	Approving a zoning change for Moraine City Lots, No. 3407; 3409; 3410 and 3411 from R-2 Single Family Residential to R2A Single Family Residential District.
1981-17	10-12-17	Approving a zoning change for Moraine City Lot Part NO. 3397 from R-4 Multiple Family Residential and M-1 Light Industrial to R-2A Single Family Residential Zoning District.
1991-17	1-11-18	Approving a zoning change for Moraine City Lots No. 3372 and 3373 from B-1 Neighborhood Business to B-2 General Business District.
1993-18	1-25-18	Approving a zoning change for Moraine City Lot No. 3297 from M-1 Light Industrial to M-2 General Industrial Zoning District.
2035-19	6-13-19	Approving a zoning change for Moraine City Lot 4982 located at 6672 Germantown Pike from R-2 Single-Family Residential District to A-1 Agricultural District.
2057-20	3-26-20	Approving a zoning district modification for City Lot 4271 from an M-PUD Industrial Planned Unit Development Zoning District to an R-2 Single Family Residential Zoning District.
2078-21	2-25-21	Approving a change of zoning district from B-2 General Business District to B-PUD Business Planned Unit Development District for the property located at 3333 South Dixie Drive.
2102-22	1-27-22	Approving a zoning district modification for City Lots 3135 and 3136 from B-2 General Business District zoning to M-1 Light Industrial Zoning District.
2163-24	8-8-24	Approving a Zoning District modification for City Lots 4261 and 4262 and located at 4305 Soldiers Home West Carrollton Road from C-Conservation Zoning District to R-2 Single Family Residential Zoning District.
2168-24	10-24-24	Approving a Zoning District modification for City Lots 2544 and 2545 and located at 2853 Gladstone Street from R-2 (Single Family Residence) Zoning District to R-3 (One and Two Family Residence) Zoning District.
2194-25	8-28-25	Approving a zoning district modification for City Lot Number 5191 and located at 2705 Lehigh Place from R-4 (Multi-Family Residence District) to B-1 (Neighborhood Business District).
2200-25	10-23-25	Denying a Zoning District change for City Lot Number 4988 and located at 6844 Germantown Pike within the City that encompasses a proposed 1.5 acre Lot from Parcel ID Numbers J44204201 0034 and J44204201 0035 from R-2 (Single Family Residence District) to B-1 (Neighborhood Business District).

505.03 IMPOUNDING AND DISPOSITION; RECORDS.

(a) The Community Services Officer or any police officer may impound every animal or dog found in violation of Section 505.02. If the impounded dog is not wearing a valid registration tag, the dog shall forthwith be turned over to an officer charged by law with the custody and disposal of such dogs. If the dog is wearing a valid registration tag or the identity of the owner or harbinger is otherwise established, notice shall immediately be given to such owner or harbinger that the dog has been impounded. Notice may be by telephone or by ordinary mail to the last known address of such owner or harbinger. The dog shall not be released except upon the payment of reasonable expenses for its taking and keeping. Any dog not redeemed within three days of the time it is seized or impounded may be sold or otherwise disposed of as provided by Ohio R.C. 955.16.

(b) A record of all dogs impounded, the disposition of the same, the owner's name and address, if known, and a statement of any costs or receipts involving such dog shall be kept. (Ord. 1090-94. Passed 10-27-94.)

505.04 ANNUAL REGISTRATION OF DOGS; TAGS REQUIRED.

(a) Except for guide dogs registered under Ohio R.C. 955.011 and dogs kept by an institution or organization for teaching and research purposes under Ohio R.C. 955.16, no person shall own, keep or harbor a dog more than three months of age without annually registering such dog with the County Auditor. Failure of any dog at any time to wear a valid registration tag shall be prima-facie evidence of lack of registration and subject such dog to impounding and disposition as provided by Ohio R.C. 955.16.

(b) Whoever violates this section is guilty of a minor misdemeanor for a first offense and a misdemeanor of the fourth degree for each subsequent offense. (ORC 955.99(D); Ord. 1090-94. Passed 10-27-94)

505.05 ABANDONING ANIMALS.

(a) No owner or keeper of a dog, cat or other domestic animal shall abandon such animal. (ORC 959.01)

(b) Whoever violates subsection (a) hereof is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense. (ORC 959.99 (E)(3))

505.06 KILLING OR INJURING ANIMALS.

(a) No person shall maliciously, or willfully, and without the consent of the owner, kill or injure a farm animal, dog, cat or other domestic animal that is the property of another. This section does not apply to a licensed veterinarian acting in an official capacity, or to trespassing animals as set forth in Ohio R.C. 959.04. (ORC 959.02)

(b) Whoever violates this section, if the value of the animal killed or the injury done amounts to less than three hundred dollars (\$300.00), is guilty of a misdemeanor of the second degree; if the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, such person is guilty of a misdemeanor of the first degree. (ORC 959.99(B); Ord. 1090-94. Passed 10-27-94.)

505.07 POISONING ANIMALS.

(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, except a licensed veterinarian acting in such capacity, to a farm animal, dog, cat, poultry or other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any of such animals, either upon his own lands or the lands of another. This section does not apply to trespassing animals as set forth in Ohio R.C. 959.04.
(ORC 959.03)

(b) Whoever violates this section is guilty of a misdemeanor of the fourth degree.
(ORC 959.99(C); Ord. 1090-94. Passed 10-27-94.)

505.08 CRUELTY TO ANIMALS GENERALLY.

(a) No person shall:

- (1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during such confinement with a sufficient quantity of good wholesome food and water; Pet stores are to comply to proper care and nutrients to animals. This includes amphibians, birds, fish, mammals, and reptiles. Any notice of improper care of an animal at a pet store or any business that houses animals can compel an investigation by the City of Moraine. (Ord. 2206-25. Passed 10-23-25.)
- (2) Impound or confine an animal without affording it, during such confinement, access to shelter from wind, rain, snow or excessive direct sunlight if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This subsection (a)(2) does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, "shelter" means a man-made enclosure, windbreak, sunshade or natural windbreak or sunshade that is developed from the earth's contour, tree development or vegetation;
- (3) Carry or convey an animal in a cruel or inhuman manner;
- (4) Keep animals other than cattle, poultry or fowl, swine, sheep or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;
- (5) Detain livestock in railroad cars or compartments longer than twenty-eight hours after they are so placed without supplying them with necessary food, water and attention, nor permit such livestock to be so crowded as to overlie, crush, wound or kill each other.

(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which such livestock may be detained in any cars or compartments without food, water and attention, may be extended to thirty-six hours without penalty therefor. This section does not prevent the dehorning of cattle.
(ORC 959.13)

(h) No device that prohibits any safety feature on a kerosene, natural gas or liquid petroleum gas space heater from operating shall be sold, offered for sale or used in connection with any kerosene, natural gas or liquid petroleum gas space heater.

(i) No person shall sell or offer for sale any kerosene-fired, natural gas or liquid petroleum gas-fired heater that is not exempt from subsection (a) hereof unless it is marked conspicuously by the manufacturer on the container with the phrase "Not Approved For Home Use."

(j) No person shall use a cabinet-type, liquid petroleum gas-fired heater having a fuel source within the heater, inside any building, except as permitted by the State Fire Marshal in the State Fire Code adopted by him under Ohio R.C. 3737.82. (ORC 3701.82)

(k) Whoever violates this section is guilty of a misdemeanor of the first degree. (ORC 3701.99(C))

521.03 BARRICADES AND WARNING LIGHTS; ABANDONED EXCAVATIONS.

(a) No person shall abandon or knowingly permit to remain on public or private property, any excavation, well, cesspool or structure which is in the process of construction, reconstruction, repair or alteration unless the same is adequately protected by suitable barricades and guarded by warning devices or lights at night so that the condition will not reasonably prove dangerous to life or limb.

(b) No person shall destroy, remove, damage or extinguish any barricade or warning light that is placed for the protection of the public so as to prevent injury to life or limb.

(c) Any owner or agent in control of a premises upon which a basement, cellar, well or cistern has been abandoned due to demolition, failure to build or any other reason shall cause the same to be filled to the ground surface with rock, gravel, earth or other suitable material.

(d) Whoever violates this section is guilty of a minor misdemeanor.

521.04 SIDEWALK OBSTRUCTIONS; DAMAGE OR INJURY.

(a) No person shall place or knowingly drop upon any part of a sidewalk, playground or other public place any tacks, bottles, wire, glass, nails or other articles which may damage property of another or injure any person or animal traveling along or upon such sidewalk or playground.

(b) No person shall walk on, or allow any animal upon, or injure or deface in any way, any soft or newly laid sidewalk pavement.

(c) No person shall place, deposit or maintain any merchandise, goods, material or equipment upon any sidewalk so as to obstruct pedestrian traffic thereon except for such reasonable time as may be actually necessary for the delivery or pickup of such articles. In no such case shall the obstruction remain on such sidewalk for more than one hour.

(d) No person shall unload upon, or transport any heavy merchandise, goods, material or equipment over or across any sidewalk or curb without first placing some sufficient protection over the pavement to protect against damage or injury. The affected area shall be rendered safe and free from danger.

(e) No person shall allow any cellar or trap door, coal chute or elevator or lift opening in any sidewalk to remain open without providing suitable safeguards to protect and warn pedestrian traffic of the dangerous condition.

- (f) Whoever violates this section is guilty of a minor misdemeanor.

521.05 NOTICE TO FILL LOTS, REMOVE PUTRID SUBSTANCES.

(a) No person shall fail to comply with the following requirements within the lawful time after service or publication of the notice or resolution is made as required by law:

To fill or drain any lot or land or remove all putrid substances therefrom, or remove all obstructions from culverts, covered drains or natural watercourses as provided in Ohio R.C. 715.47.

- (b) Whoever violates this section is guilty of a minor misdemeanor.

521.06 SIDEWALK SNOW AND ICE REMOVAL.

(a) It shall be the duty of the owner or occupant of every parcel of real estate in the City abutting upon any sidewalk, to keep such sidewalk abutting his premises free and clear of snow and ice, and to remove therefrom all snow and ice accumulated thereon within a reasonable time. A "reasonable time" shall not exceed twelve hours after the abatement of any storm during which such snow and ice may have accumulated.

(b) If, within a reasonable time after the abatement of any storm during which snow or ice has accumulated on any sidewalk, the owner or occupant of any premises abutting thereon has not removed the snow and ice therefrom, as required herein, then the City may remove the snow and ice, and the costs thereof shall be assessed against the lots and land abutting the cleared sidewalk. Notice of assessment shall be given to the owners of lots and land charged therewith, either by mail or publication in a newspaper of general circulation in Montgomery County, and all assessments, together with the costs of publication not paid within ten days after giving such notice shall be certified together with a penalty of five percent to the County Auditor for collection.

- (c) Whoever violates this section is guilty of a minor misdemeanor.

521.07 FENCES.

(a) All fences six (6) feet in height or less and permitted by this Code require a Zoning Permit. All fences exceeding six (6) feet in height and permitted by this Code require a Building Permit.

(b) No person shall erect or maintain any fence charged with electrical current on land zoned residential.

(c) No person or business shall erect or maintain a barbed wire fence except for businesses located in an M-1 or M-2 Industrial District in which case three (3) strands maximum of barbed wire on top of a fence is permitted.

Spiral barbed wire fencing is not permitted in any district.

A business desiring barbed wire fencing in the B-1 or B-2 Districts must request and obtain a variance from the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code.

Repairs to pre-existing barbed wire fencing or barbed wire fencing previously approved by the Board of Zoning Appeals will not require a variance to complete the repair work.

All fences permitted by this Code in every Zoning District shall be in good repair and not display rust or damage.

- (d) Whoever violates this section is guilty of a minor misdemeanor.
(Ord. 2201-25. Passed 10-23-25.)

- (4) Roof mounted stations or antennas shall be considered accessory structures and shall comply with the following conditions and requirements:
 - A. Such stations or antennas shall be mounted directly on the roof of a primary or accessory structure and shall not be mounted on appurtenances such as chimneys, towers or spires.
 - B. Such stations or antennas mounted on the roof of a primary or accessory structure shall not exceed a height of greater than four (4) feet above the roof on which they are mounted nor extend beyond the edge of the roof line. The height shall be measured vertically from the point at which such station or antenna is mounted on the roof.
 - C. The diameter of any dish antenna mounted upon the roof of a primary or accessory structure shall not exceed four (4) feet.
- (5) No more than one (1) dish-type antenna will be permitted on any one lot. (Ord. 1103-95. Passed 2-9-95; Ord. 1279-99. Passed 1-28-99.)

(j) Accessory Fences, Walls and Hedges. The intent of these provisions is to outline the regulations for accessory fences, walls and hedges in residential districts. Such structures are permitted in order to: provide for orderly transition between land uses; protect and screen private property; give security and privacy to residents; and provide a physical and visual barrier; reduce wind and modify climate; define property lines; create and define outdoor living space; and generally improve the aesthetic appearance of a site. Fencing cannot display rust or show damage.

(1) Front Yards.

- A. Hedges not to exceed four (4) feet in height may be located in any front yard.
- B. An ornamental fence or ornamental wall may be located in any front yard or court as follows:
 - 1. The height of any ornamental fence or wall may not exceed three (3) feet above the ground at any point.
 - 2. Any ornamental fence or wall, as permitted in the subsection, shall be so constructed as to provide a ratio of solid portion to open portion not to exceed one to one, the proportion of solid area to open area to be determined in elevation.
 - 3. Such fence or wall may not be located closer than three (3) feet to the front lot lines.
 - 4. The total length may not exceed fifty percent (50%) of the lot frontage.
 - 5. No wire-type fence may be used.

(2) Rear and side yards. A fence, wall or hedge may be located in any rear or side yard, provided that:

- A. The height of the fence, wall or hedge may not exceed six (6) feet above the ground at any point.
- B. A fence or wall not to exceed ten (10) feet in height may be permitted surrounding tennis courts in any rear yard, provided the provisions of subsection (1) hereof are met

(3) Retaining walls. Retaining walls shall not project more than one (1) foot above the surface of the ground supported by such walls, unless such projection exceeding one (1) foot complies with the applicable requirements of this section.

- (4) Security fences. Barbed wire and other sharp-pointed fencing is prohibited in agricultural districts unless a variance is requested and approved by the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code, except that barbed wire and other sharp-pointed fencing is permitted in agricultural districts without a variance for the purpose of keeping animals enclosed in an area.
Barbed wire and electrical fencing are not permitted in any residential districts.
Battery-charged fences are permitted in non-residential districts and agricultural districts upon the issuance of a Zoning Permit and said fences shall comply with Ohio Revised Code 3781.1011.
- (5) Fences. All post and framing members shall be on the owner's side of the property. No fence shall be erected next to an existing fence. It shall be the owner's responsibility to verify all property lines. A Zoning Permit is required for fences six (6) feet or less in height. A Building Permit is required for fences in excess of six (6) feet in height. In residential districts, fences in excess of six (6) feet in height require a variance issued by the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code.
- (6) On corner lots or lots abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street, fencing shall be a minimum of eight (8) feet away from the street side lot lines or aligned to the sides of the structure. This requirement shall also apply to double frontage and reverse-corner lots. Six (6) feet in height of fencing is permitted on double frontage and reverse-corner lots except in the front of the dwelling per front lot lines. (Ord. 2022-05. Passed 10-23-25.)

**1181.05 STANDARDS FOR ACCESSORY BUILDINGS AND USES IN
CONSERVATION, BUSINESS AND INDUSTRIAL DISTRICTS.**

- (a) Earth Satellite Stations in Nonresidential Districts. Within nonresidential districts, the following shall apply to ground satellite stations:
- (1) Such ground stations or antennas shall contain no graphic message or advertising.
- (2) Ground-mounted stations or antennas shall be considered accessory structures and shall comply with the following conditions and requirements:
- A. Such stations or antennas not mounted on the roof of a primary or accessory structure shall be located in the rear yard only and shall not exceed an above-ground height of fourteen (14) feet.
- B. Such stations or antennas not be located within fifty (50) feet of a public right of way or within thirty (30) feet of a rear or side lot line and shall be not closer than fifty (50) feet from a lot line or a Residential District.
- (3) Roof-mounted stations or antennas shall comply with the following conditions and requirements:
- A. Such stations or antennas shall be mounted directly on the roof of a primary or accessory structure and shall not be mounted on appurtenances such as chimneys, towers or spires.
- B. Such stations or antennas mounted on the roof of a primary or accessory structure shall not exceed a height of greater than twelve (12) feet above the roof on which they are mounted. The height shall be measured vertically from the point at which such station or antenna is mounted on the roof.
- (4) No more than one (1) dish-type antenna will be permitted on any one (1) lot.

(b) Accessory Fences, Walls and Hedges. The intent of these provisions is to outline the regulations for accessory fences, walls and hedges in nonresidential districts. Such structures are permitted in order to: provide for orderly transition between land uses; protect and screen private; give security and privacy; and provide a physical and visual barrier; reduce wind and modify climate; define property lines; create and define outdoor storage space; and generally improve the aesthetic appearance of a site.

- (1) Other permissible locations. Fences, walls or hedges may be erected on public recreation areas, school grounds and in Industrial Districts, and are not subject to the requirements of this section, but no such fence, structure or planting shall be erected or maintained with twenty (20) feet of the corner so as to interfere with traffic visibility across the corner.
- (2) Security fences. No barbed wire, other sharp-pointed material or electrically charged material shall be used in the construction of a fence, except to fence potentially hazardous areas or for security purposes in high risk areas, and only upon approval of the Police Department. Battery-charged fences are permitted in non-residential districts upon issuance of a Zoning Permit and said fences shall comply with the provisions of Ohio Revised Code 3781.1011.
- (3) In Business Districts B-1 and B-2, fencing shall not exceed six (6) feet in height for side and rear yards. In Business Districts B-1 and B-2, fencing shall not exceed four (4) feet in front yards. Required screening shall first be approved by the Community Development Department for height determination.
- (4) In Industrial Districts M-1 and M-2, fencing height shall first be approved by the Community Development Department for height determination.
- (5) All fences six (6) feet in height or less require a Zoning Permit. All fences which exceed six (6) feet in height require a Building Permit.
- (6) Set-back requirements along Right of Ways and sidewalks shall first be approved by the Community Development Department to ensure proper safety and visibility.
- (7) Fencing cannot display rust or show damage.
(Ord. 2203-25. Passed 10-23-25.)

CHAPTER 1185 Supplemental Regulations

1185.01	Intent.	1185.14	Required yard may not be reduced.
1185.02	Pending application for building permits.	1185.15	Court requirements.
1185.03	Unsafe buildings.	1185.16	Lots of record.
1185.04	Speakers, amplifiers and sound equipment.	1185.17	Filling stations and public garages.
1185.05	Transitional uses.	1185.18	Trailers and trailer parks.
1185.06	Minimum ground floor area requirements.	1185.19	Excavations and quarries.
1185.07	Heights measured.	1185.20	Rear and side yards; architectural projections.
1185.08	Height limit.	1185.21	Sale of motor vehicles, boats, recreational vehicles.
1185.09	Stories.	1185.22	Medical marijuana related business or home occupation prohibited.
1185.10	Street frontage required.	1185.23	Mobile Food Vendors.
1185.11	Front yards on lots running through block.		
1185.12	Double frontage lots.		
1185.13	Front yard depths measured.		

CROSS REFERENCES

Condominiums, State provisions - see Ohio R.C 5311.01 et seq.
 Definitions - see P. & Z. Ch. 1115
 Zoning districts - see P. & Z. Ch. 1135 - 1179
 Special exceptions - see P. & Z. Ch. 1193

1185.01 INTENT.

In addition to all regulations specified in Chapters 1135 to 1179 and in other chapters of this Zoning Code, the provisions of this chapter shall be used for interpretation and clarification. (Ord. 1069-94 Passed 4-28-94.)

1185.02 PENDING APPLICATION FOR BUILDING PERMITS.

Nothing herein contained shall require any change in the overall layout, plans, construction, size or designated use of any development, building, structure or part thereof, for which official approvals and required building permits have been granted before the enactment of this Zoning Code, the construction of which conforms with such plans and has been started prior to the effective date of this Zoning Code, and completion thereof carried on in a normal manner and not discounted for reasons other than those beyond the builders' control. (Ord 1069-94. Passed 4-28-94.)

1185.03 UNSAFE BUILDINGS.

Nothing in this Zoning Code shall prevent the strengthening or restoring to a safe condition of any part of any building or structure declared unsafe by proper authority.
(Ord. 1069-94. Passed 4-28-94.)

1185.04 SPEAKERS, AMPLIFIERS AND SOUND EQUIPMENT.

The commercial use for advertising purposes of loud speakers, including sound equipment mounted on trucks or aircraft within or above any R district, is hereby prohibited.
(Ord. 1069-94. Passed 4-28-94.)

1185.05 TRANSITIONAL USES.

In any R-3 District, a transitional use shall be permitted on a lot the side lot line of which adjoins, either directly or across an alley, a B or M district. The permitted transitional uses for any such lot in an R-3 District shall be of any use permitted in the R-4 District. In such case, the requirements governing lot area per family, off-street parking, yards and other open spaces, shall be the same in an R-3 District as in an R-4 District. Any transitional use shall not extend more than seventy-five (75) feet from the side lot line of the lot which adjoins the district boundary line.
(Ord. 1069-94. Passed 4-28-94.)

1185.06 MINIMUM GROUND FLOOR AREA REQUIREMENTS.

(a) A one-floor dwelling shall contain not less than 720 square feet of usable ground floor area, except for lots of record, prior to the adoption of this Zoning Code, having less than 7,500 square feet lot area the usable ground floor area shall contain not less than ten percent (10%) of the existing lot area, exclusive of open porches, garages or steps.

(b) A story and a half or two-story dwelling, shall contain not less than 650 square feet of ground floor area, exclusive of open porches, garages or steps. (Ord. 1069-94. Passed 4-28-94.)

1185.07 HEIGHTS MEASURED.

On a corner or interior lot, the height shall be the vertical distance from the average established curb grade, or from the average finished grade at the building line if higher.
(Ord. 1069-94. Passed 4-28-94.)

1185.08 HEIGHT LIMIT.

(a) The building height limitation for this Zoning Code shall not apply to penthouses or roof structures for housing stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, towers, steeples, flag poles, silos, smoke stacks, masts, water tanks, monuments or other superstructures that project into the air; except where the height of such structure will constitute a hazard to the safe landing and take-off of aircraft within the military or public aircraft approach and airspace areas, as designated on the zoning plan in accordance with current Air Force regulations.

- (7) Subject to the conditions specified above, the above named features may project into any required rear yards or into any required outer court the same distances they are allowed to project into a front yard.
- (8) Fences, walls and hedges, not exceeding at any point four (4) feet in height above the elevation of the surface of the ground at such point, may be located in any yard or court.
- (9) Fences, walls and hedges not exceeding at any point six (6) feet in height above the elevation of the surface of the ground at such point, may be located in any rear yard area or side yard area; provided, that on a reversed corner lot, no such fence, wall or hedge shall be closer to the street side lot line than a distance equal to the least width of the side yard required adjacent to such lot line for a one-story building.
(Ord. 1069-94. Passed 4-28-94.)

1185.21 SALE OF MOTOR VEHICLES, BOATS, RECREATIONAL VEHICLES.

No person, firm or corporation shall display for sale a motor vehicle, boat or recreational vehicle except that such provision shall not apply in the following specific instances:

- (a) No more than one motor vehicle, boat or recreational vehicle at a time may be displayed for sale on a lot or parcel and no more than a total of four such motor vehicles, boats or recreational vehicles may be displayed for sale on any lot or parcel during any consecutive twelve month period, provided that any such motor vehicle, boat or recreational vehicle which is displayed for sale under this subsection (a) must be titled in the name of an occupant of the property and provided further that any boat on a trailer may be displayed for sale together and shall be considered one unit under this subsection (a).
- (b) Such motor vehicles, boats and recreational vehicles are displayed by duly and proper licensed dealers and such display occurs in areas properly zoned to conduct such a business.
- (c) Limited exception is granted to subsection (a) hereof for one time estate sales and public auctions.
- (d) Display of a motor vehicle, boat or recreational vehicle shall not exceed ninety days at any one time. A minimum of sixty days must pass after the termination of any ninety day display period before a motor vehicle, boat or recreational vehicle can be displayed.
(Ord. 1185-97. Passed 1-23-97.)

1185.22 MEDICAL MARIJUANA RELATED BUSINESS OR HOME OCCUPATION PROHIBITED.

No medical marijuana-related business or home occupation may be established, operated or maintained within the City, nor shall any provision of the Zoning Code be construed to permit the use of any property for that purpose. This prohibition shall apply to all zoning districts within the City. (Ord. 1984-17. Passed 10-26-17.)

1187.23 MOBILE FOOD VENDORS.

(a) Definitions.

- (1) For purposes of this Section, a "**Mobile Food Vendor**" shall be defined as any person who sells, offers for sale, or distributes free of charge, food or beverages to the public from any unit (vehicle, trailer, cart, wagon, or similar use) which is designed to be readily moveable and which changes location from time to time. A "**Mobile Food Vendor**" unit shall not include tents or similar portable structures. The food may be cooked, wrapped, packaged, processed and/or portioned for service, sale, or distribution in the mobile food vendor unit. The sale of products other than food or beverages is prohibited.

- (2) For purposes of this Section, "*Calendar Year*" shall be defined as beginning on January 1st and ending on December 31st.

(b) Mobile Food Vendor License Required.

- (1) Except as provided in subsection (d) of this Section, no person shall engage in the business of operating a mobile food vendor unit within the City without a current and valid mobile food vendor license issued pursuant to this Section.
- (2) Any person desiring to operate a mobile food vendor unit within the City shall make a written application with the City Planner or authorized designee for a mobile food vendor license. The application for such license shall include the following:
- A. A fully completed mobile food vendor license application on form(s) provided by the City.
 - B. Written permission of the property owner(s) consenting to the mobile food vendor operation on any and all properties on which the unit will operate, if applicable.
 - C. A site plan showing any and all properties on which the unit will operate for sales purposes, with the proposed location and dimensions of the mobile food vendor unit relative to buildings, parking and loading areas, streets and driveway approaches, refuse containers, and any other site information the City may require.
 - D. Color photographs of all sides of the mobile food vendor unit and any signage to be used in operation of the business. Temporary signage may be permitted per Section 1189.15 of the City of Moraine Codified Ordinances with authorization of the property owner.
 - E. A signed indemnification statement and copy of liability insurance for the business in an amount not less than one million dollars (\$1,000,000), naming the City of Moraine as an additional insured, as further described below.
 - F. A valid copy of all licenses or permits required by the County of Montgomery, the State of Ohio, and any subsidiary enforcement divisions thereof, including but not limited to the Public Health - Dayton and Montgomery County and the Bureau of Motor Vehicles.
 - G. Proof of registration with the City's income tax division if operating within the City for more than twenty (20) days in a calendar year.
 - H. Any additional information which shows the proposed operation will satisfy the requirements of this Section and all applicable laws.
 - I. A signed statement that the vendor will hold harmless the City and its officers and employees, and shall indemnify the City, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity earned on under the terms of the mobile food vendor license. The mobile food vendor shall furnish and maintain such public commercial general liability insurance, including products liability, property damage, bodily injury and personal and advertising injury against claims for injuries to persons or damages to property which may arise from or in connection with the operations under the mobile food vendor license or in connection therewith. Such insurance shall be issued by an insurance company licensed to do business in Ohio and shall

provide coverage of not less than one million dollars (\$1,000,000) per occurrence. The policy shall cover, or be endorsed to cover, the City of Moraine, its officials, employees, and volunteers as additional insureds. Such coverage shall be primary and non-contributing as respects the additional insureds. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City Manager of the City. The mobile food vendor shall provide a certificate of insurance evidencing compliance with the specifications herein prior to commencing activities pursuant to this license. A mobile food vendor license issued pursuant to the provisions of this Section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the City of Moraine.

- (3) A mobile food vendor license shall be issued upon full completion of the application and determination by the City that all requirements of this Section are met. If a complete application for a mobile food vendor license is not approved, the City shall notify the applicant of the determination in writing including any reason(s) for the decision. No license shall be issued to an applicant who has a conviction within the last ten years for a crime of violence, a crime involving moral turpitude, a crime involving drug convictions, or a crime involving sex offenses.
- (4) The mobile food vendor license is valid for one mobile food vendor unit only, which shall be that unit identified in the license application. The mobile food vendor license is valid only for the property or properties identified in the license application. The license must be prominently displayed on the mobile food vendor unit along with any other required licenses, and shall be available for inspection upon request.
- (5) The mobile food vendor license is non-transferable and may be used only by the individual, partners, or entities to whom the license was granted.
- (6) A mobile food vendor unit shall comply with all applicable federal, state, and local fire safety requirements, as determined by an inspection by the Moraine Fire Department prior to issuance of a license, and at any other time deemed necessary to address life safety concerns.

(c) Types of Mobile Food Vendor Licenses.

- (1) One (1) Year Mobile Food Vendor License: Non-transferable and valid for a period of one year from date of issuance. Required payment of one hundred fifty dollars (\$150.00) with submission of the application per Section 1185.23(b)(2) herein.
- (2) Six (6) Month Mobile Food Vendor License: Non-transferable and valid for a period of six months from date of issuance. Required payment of seventy-five dollars (\$75.00) with submission of the application per Section 1185.23(b)(2) herein.
- (3) Temporary Mobile Food Vendor License: Non-transferable and valid for a period of three (3) days per calendar year. No payment is required for this license with submission of the application per Section 1185.23(b)(2) herein.

(d) Exceptions.

- (1) Mobile food vendors operating as part of a special event which is open to the general public, lasts not more than three consecutive days, and has received a temporary use permit shall not require a separate one (1) year or six (6) month mobile food vendor license. However, such mobile food vendors shall be subject to the provisions of this Section as determined by the City to be applicable, and may operate only during the hours of the special event. In no case shall multiple temporary use permits for such events on the same property total more than thirty (30) days within a ninety (90) day period.
- (2) The requirements of this Section do not apply to:
 - A. A mobile food vendor unit operating on the same premises as a restaurant under the same ownership. Such units shall comply with all other requirements of the City of Moraine Codified Ordinances.
 - B. One or more mobile food vendor units operating on a particular property at the request of and with the written permission of the property owner or the business located on the property, which limits the sale of its food to serve only on-site employees of such business and is not open for sales to the general public. Provided, however, such mobile food vendor unit shall be subject to an inspection by the City of Moraine Fire Department and does not operate for more than three (3) hours each day.

(e) License Fee. Upon issuance of the mobile food vendor license and as may be renewed thereafter, a non-refundable mobile food vendor license fee shall be due and payable as set forth herein.

(f) Location.

- (1) A mobile food vendor unit may be permitted to operate on any property on which a non-residential principal use is located, subject to the requirements of this Section. A mobile food vendor is considered to be a temporary use, and shall not be permitted as a principal use on a property.
- (2) Only with prior written authorization of the City Planner or authorized designee, a mobile food vendor may be permitted to operate within the public right-of-way in all non-residential or mixed-use zoning districts, subject to the requirements of this Section and provided:
 - A. The mobile food vendor unit is parked in a legally-designated on-street parking space, except that no mobile food vendor unit shall park in angled parking spaces in the right-of-way.
 - B. The mobile food vendor unit is parked in the same direction as traffic with no more than twelve (12) inches between the curb face or edge of pavement and the unit, and with the service window of the unit facing the curb. All items shall be sold, offered for sale, or dispensed only from the curb side of a mobile food vendor unit.
 - C. A mobile food vendor unit located in the public right-of-way shall not remain stationary in one location for longer than two (2) hours. After remaining stationary in one location for up to two (2) hours, the mobile food vendor unit shall be moved to a location at least 100 yards from the previous location.
 - D. Hazard lights are operated continuously at all times when a mobile food vendor unit is parked or stopped so as to be clearly visible to drivers of other vehicles approaching such vehicle from the front or rear.

- E. The mobile food vendor unit is not operating for sales purposes in a public alley, unless specifically authorized by the City.
 - F. The mobile food vendor unit is not left unattended in the public right-of-way. The City shall consider any unattended mobile food vendor unit located in the public right-of-way as an illegally-parked vehicle and may remove said unit pursuant to Chapter 351 of the City of Moraine Codified Ordinances and/or applicable Ohio Revised Code provisions.
- (3) Notwithstanding subsections (f)(1) and (f)(2) of this Section, no mobile food vendor unit shall be located:
- A. Within 100 feet of property containing a restaurant located in an enclosed building, unless operated by the restaurant owner or written permission by the restaurant or property owner is provided. However, this restriction does not prevent approval of any new restaurant located in an enclosed building within 100 feet of any pre-existing approved mobile food vendor location. In that event, the mobile food vendor may continue to operate at the pre-approved location until the expiration of the license term. Upon renewal of the license, the mobile food vendor must then relocate to meet the requirements of this Section.
 - B. On property used exclusively for single-family residential purposes, irrespective of its zoning classification.
 - C. On any unpaved surface.
 - D. Closer than five (5) feet to any property line, unless written permission is provided by the abutting property owner.
 - E. Proximate to any land owned by a public or private school, unless written permission has been granted by the school.
 - F. Proximate to any property containing a festival, special or civic event that is permitted or sanctioned by the City, unless the mobile food vendor is an authorized participant in such event.
 - G. Within parking spaces which are required to meet the minimum parking requirements for the property.

(g) Operating Requirements. Mobile food vendors shall meet the following requirements:

- (1) A mobile food vendor may operate for sales purposes between the hours of 6:00 a.m. and 11:00 p.m.
- (2) A mobile food vendor unit shall not obstruct a public way, impair the movement of pedestrians or vehicles, impair the clear view of traffic from any direction, or pose a hazard to public safety.
- (3) A mobile food vendor unit shall not be in such a deteriorated physical condition as to adversely affect the character, appearance, image, or economic value of surrounding property.
- (4) No mobile food vendor shall, for the purposes of attracting attention to its operation, shout or use any outside sound amplifying equipment, music, or noisemakers such as bells, horns, or whistles. Sound emanating from a mobile food vendor unit shall be in compliance with the requirements of Section 509.10 Disturbing the Peace, of the City of Moraine Code of Ordinances.
- (5) A mobile food vendor unit shall not remain attached to any vehicle used to haul the unit. Such hauling vehicle shall be detached from the unit and parked in a lawful parking space separate from the unit.

- (6) The mobile food vendor shall provide at least one trash receptacle and shall properly remove all waste and trash generated by the operation at least once per day and as needed to maintain cleanliness.
 - (7) Mobile food vendor signage is permitted as professionally applied within the outlines of the unit. One sandwich board not exceeding six (6) square feet per sign face and three (3) feet in height is permitted per public street frontage, but may not be placed in the public right-of-way, on a public sidewalk, or in a designated parking space.
 - (8) Conduct of the mobile food vendor business shall not create a public nuisance or constitute a danger to the public health, safety, or welfare.
 - (9) Inspections by the City of Moraine Fire Department, Police Department, and Community Development Department may occur at any given time to ensure compliance with this Section 1185.23.
- (h) Enforcement.
- (1) The City may deny, revoke, suspend, or not renew a mobile food vendor license issued under the provisions of this Section for any of the following reasons:
 - A. The licensee is determined by the City to be guilty of any fraud or misrepresentation in connection with the submitted mobile food vendor license application;
 - B. The licensee is determined by the City to be guilty of any fraud, misrepresentation, or unlawful act in connection with the business activities for which a mobile food vendor license was issued;
 - C. The licensed mobile food vendor business is conducted in such a manner as to create a public nuisance or to constitute a danger to the public health, safety, or welfare;
 - D. Conviction of the licensee within the last ten (10) years for a crime of violence, a crime involving moral turpitude, a crime involving drug convictions, or a crime involving sex offenses;
 - E. The licensee is found by the City to be a person who constitutes a clear and present danger to the residents of the City;
 - F. The licensee violates any provision of this Section;
 - G. The licensee is delinquent in financial obligations to the City;
 - H. The licensee fails to maintain valid permits or licenses from the County of Montgomery, the State of Ohio, and any enforcement divisions thereof;
 - I. For any good cause shown.
 - (2) When good cause has been demonstrated to deny, revoke, suspend, or not renew a mobile food vendor license, the City shall issue an order which shall become effective immediately upon service of a written notice to the licensee. Such notice shall specify the reason for denial, revocation, suspension, or non-renewal and may provide for conditions upon which the license may be approved or reinstated, upon compliance with said conditions. Should no conditions be given for the possible approval or reinstatement of the license, the order shall constitute a denial or revocation of the license.

- (3) The City may allow a mobile food vendor to reapply for a mobile food vendor license after twelve (12) months from the date of denial, revocation, suspension, or non-renewal. The mobile food vendor shall correct all circumstances that led to the violations, and shall pay an additional fee in the amount of five hundred dollars (\$500.00) to offset the City's costs of compliance measures, necessary inspections, and to ensure the circumstances that led to the revocation have been corrected.

(i) Penalty. Whoever violates any provision of this Section is guilty of an unclassified misdemeanor and shall be fined not more than one thousand dollars (\$1,000) for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(j) Appeal. Any person aggrieved by any administrative decision pursuant to this Section may submit an appeal of said decision to the Board of Zoning Appeals in accordance with the provisions of Section 1125.04 of the City of Moraine Code of Ordinances.
(Ord. 2204-25. Passed 10-23-25.)

CHAPTER 1412 Exterior Property Areas

1412.01	Sanitation.	1412.10	Weeds.
1412.02	Parking.	1412.11	Trimming or removal of trees, plants and shrubbery.
1412.03	Outdoor storage.	1412.12	Storage of junk, disabled vehicles and rubbish on premises.
1412.04	Defacement of property.	1412.13	Artificial lighting.
1412.05	Grading and drainage.	1412.14	Schedule of fees.
1412.06	Sidewalks and driveways.		
1412.07	Vermin harborage.		
1412.08	Exhaust vents.		
1412.09	Accessory structures.		

CROSS REFERENCES

Snow and ice removal - see GEN. OFF. 521.06
Deposit of garbage, etc. - see GEN. OFF. 521.08
Weeds, trees and shrubbery - see PROP. MAIN. 1412.11

1412.01 SANITATION.

All exterior property and premises shall be maintained in a clean, safe, and sanitary condition and free of rubbish. The exterior property and premises shall be maintained so as not to interfere with the comfortable enjoyment of adjoining properties or have a negative effect upon the value of the subject property or upon the value of other property in the neighborhood or the City. (Ord. 1499-03. Passed 6-26-03.)

- (a) Vegetation. All land shall be properly maintained, with lawns, hedges, bushes, tree lawns, trees and other vegetation to be trimmed and kept from becoming overgrown and unsightly. Leaves shall be raked and disposed of to avoid unreasonable accumulation where such leaves are exposed to public view or where they may constitute a blighting influence on adjoining property.
- (b) Driveways, Parking Areas, Walks and Tree Lawns. All driveways, parking areas, walkways and tree lawns shall be kept in a proper state of repair and maintained free of weeds, and hazardous conditions. For the purposes of this Chapter, the words "exterior property" and "premises" shall include the strip of land sometimes referred to as the park lawn or tree lawn (i.e. the portion of right-of-way between the curb, or the paved street if there is no curb, and the sidewalk) and any other unpaved portion of right-of-way which abuts property of an owner.
(Ord. 1459-02. Passed 5-9-02.)

1412.02 PARKING.

(a) All vehicles shall park in a designated parking area. All parking areas shall be graded and provided with a suitable parking surface of asphalt, gravel, or concrete.

(b) Gravel pads are permitted in the rear yard of residential zoning districts and/or one (1) side yard for the placement of one (1) recreational vehicle, or one (1) utility trailer, or one (1) vehicle only on the gravel pad. If located in the rear yard, the gravel pad must be a minimum of three (3) feet from lot lines.

Gravel cannot be used for a driveway or driveway extension for the front, side, or rear yard. A weed barrier must be installed prior to the installment of gravel. Edging for containment of a gravel pad is required with use of wood, block, or cement. A Zoning Permit and Site Plan Review of the gravel pad with the City Engineer is required. The gravel pad must be kept free of vegetation, tall grass, and weeds per Section 1412.10 of this Code.

(c) No parking shall be allowed in a grass or landscaped area front, side, or rear yards. This section shall not apply to permitted agricultural uses. (Ord. 2205-25. Passed 10-23-25.)

1412.03 OUTDOOR STORAGE.

Outdoor storage shall not be permitted in a residential district. Such storage items may include but are not limited to; bicycles, lawnmowers, construction materials, or any material that in quantities could cause a blighting problem, harborage for rodents, or adversely affect the public health or safety. (Ord. 1459-02. Passed 5-9-02.)

1412.04 DEFACEMENT OF PROPERTY.

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair. (Ord. 1459-02. Passed 5-9-02.)

1412.05 GRADING AND DRAINAGE.

All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception.

Water retention areas and reservoirs approved by the Code Official. (Ord. 1459-02. Passed 5-9-02.)

1412.06 SIDEWALKS AND DRIVEWAYS.

All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. (Ord. 1459-02. Passed 5-9-02.)

1412.07 VERMIN HARBORAGE.

All structures and exterior property shall be kept free from vermin infestation. Where vermin are found, they shall be promptly exterminated by approved processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation. (Ord. 1459-02. Passed 5-9-02.)

1412.08 EXHAUST VENTS.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant. (Ord. 1459-02. Passed 5-9-02.)

An Ordinance to amend Moraine Codified Ordinance Chapter 549 (“Weapons And Explosives”) to repeal and replace Section 549.08 (“Discharging Weapons; Exceptions”), to repeal Sections 549.09 (“Unlawful Use Of Air Guns”), 549.10 (“Possession of Certain Weapons Prohibited”), and 549.12 (“Storage of Explosives; Blasting Permit Required”); amending Section 549.11 (“Use of Cross Bows, Bows and Arrows Prohibited”), and amending Section 549.14 (“Falsification of Concealed Handgun License; Possessing a Revoked or Suspended Concealed Handgun License”) and declaring an emergency.

Department: Law Director

Request: Action Item

Item Background and Purpose:

To align MCO Chapter 549 of the MCO with Ohio Revised Code 9.68 and applicable Ohio case law relative to firearms.

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

1. 2222-26 - Exhibit A

RECORD OF ORDINANCES

Ordinance No. **2222-26**

Passed **February 12, 2026**

AN ORDINANCE TO AMEND MORaine CODIFIED ORDINANCE CHAPTER 549 (“WEAPONS AND EXPLOSIVES”) TO REPEAL AND REPLACE SECTION 549.08 (“DISCHARGING WEAPONS; EXCEPTIONS”), TO REPEAL SECTIONS 549.09 (“UNLAWFUL USE OF AIR GUNS”), 549.10 (“POSSESSION OF CERTAIN WEAPONS PROHIBITED”), AND 549.12 (“STORAGE OF EXPLOSIVES; BLASTING PERMIT REQUIRED”); AMENDING SECTION 549.11 (“USE OF CROSS BOWS, BOWS AND ARROWS PROHIBITED”), AND AMENDING SECTION 549.14 (“FALSIFICATION OF CONCEALED HANDGUN LICENSE; POSSESSING A REVOKED OR SUSPENDED CONCEALED HANDGUN LICENSE”) AND DECLARING AN EMERGENCY.

WHEREAS, City staff has recommended revising Chapter 549 of the Codified Ordinances (“Weapons and Explosives”) as delineated in the attached Exhibit A in order to remain in compliance with Ohio Revised Code 9.68 and applicable Ohio case law relative to firearms; and

WHEREAS, Council hereby determines it to be for the betterment of the health, safety, and welfare of the City and its inhabitants, to amend MCO Chapter 549 as delineated in the attached Exhibit A.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

- SECTION 1:**

That current Moraine Codified Ordinance Chapter 549 is hereby amended as delineated on the attached Exhibit A by adding the language in **bold type** and deleting the language in ~~striketrough~~.
- SECTION 2:**

That the remaining provisions of MCO Chapter 549 not amended hereby shall remain unchanged and in full force and effect.
- SECTION 3:**

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its inhabitants to align MCO Chapter 549 with current law and, therefore, this Ordinance shall take effect and be in force from and after the date of its passage.
- SECTION 4:**

That the Clerk is hereby directed to forward a certified copy of this Ordinance to the City Manager and Police Chief.

EXHIBIT A

MCO 549.08:

549.08 DISCHARGING WEAPONS; EXCEPTIONS.

~~—(a) No person shall fire any cross bow, bow and arrow, cannon, gun or other firearm within the City except by permission of the Mayor granted for special occasions and except in proper position for firing salutes, or by command of a proper military officer in the performance of official duties. No person shall hunt on any public property at any time or on any private property without written permission of the owner of such property.~~

~~—(b) However, nothing contained in subsection (a) hereof, shall limit or prohibit the following lawful activities:~~

~~—(1) The discharge of a firearm by a police officer.~~

~~—(2) A land owner from engaging in hunting on his own land, provided he has obtained a special permit from the City Manager.~~

~~—(3) A land owner from granting another permission to hunt on his own land, provided the land owner grants such permission in writing and the designated hunter obtains a special permit from the City Manager.~~

~~—(4) A turkey shoot, provided the responsible entity obtains written permission from the land owner, adequate liability insurance and a special permit from the City Manager.~~

~~—(5) The use of such items in any bona fide ranges or sports clubs for hunting, within the City.~~

~~—(Ord. 1106-95. Passed 2-23-95.)~~

~~—(c) Whoever violates this section is guilty of a misdemeanor of the fourth degree.~~

~~(Ord. 1547-04. Passed 8-26-04.)~~

549.08 DISCHARGING FIREARMS.

(a) No person shall unlawfully discharge any air gun, rifle, shotgun, revolver, pistol or other firearm within the corporate limits of the City.

(b) This section does not apply when firearms are used in self-defense, in the discharge of official duty, or when otherwise lawfully authorized.

(c) Whoever violates this section is guilty of a misdemeanor of the fourth degree.

(Ord. _____. Passed _____.)

MCO 549.09:

~~549.09 UNLAWFUL USE OF AIR GUNS.~~

~~—(a) No person shall shoot, force or throw by means of an air gun or other arm or implement, a lead, iron or other hard substance upon a street, alley, lane or other public place.~~

~~—(b) Whoever violates this section is guilty of a minor misdemeanor.~~

(Repealed. Ord. _____. Passed _____.)

MCO 549.10:

~~549.10 POSSESSION OF CERTAIN WEAPONS PROHIBITED.~~

~~—(a) No person shall possess any weapon known or designated as brass knuckles, billy, sling shot, sandbag, blackjack or other weapon of similar character, or any knife fitted with a mechanical device for automatic release of the blade, opening the knife and locking the knife in the open position, commonly known as a switch or automatic spring knife.~~

~~—(b) This section does not apply to any such weapons designated for use by officers of the law.~~

~~—(c) Whoever violates this section is guilty of a misdemeanor of the fourth degree.~~

(Repealed. Ord. _____. Passed _____.)

MCO 549.11:

549.11 USE OF CROSS BOWS, BOW AND ARROWS PROHIBITED.

(a) No person shall discharge any bow and arrow, not designed or intended as a child's toy, or a cross bow within the corporate limits of the City. A child's toy shall be any bow that takes less than eight (8) pounds of pull force for normal operation of the bow, and the arrows shall have rubber or other soft tips for safety.

(b) This section shall not apply to the use of such items in any bona fide ranges or sportsman clubs in the City. **This section shall not prohibit use of such items in self-defense. This section shall not apply to the use of cross bows or bows and arrows for hunting within the City provided a permit is first obtained from the City Manager and provided any such hunting shall be in accordance with all applicable laws, rules, and regulations of the State of Ohio and the Ohio Division of Wildlife.**

(Ord. _____. Passed _____.)

(c) Whoever violates this section is guilty of a misdemeanor of the fourth degree.

(Ord. 1093-94. Passed 11-10-94.)

MCO 549.12:

~~549.12 STORAGE OF EXPLOSIVES; BLASTING PERMIT REQUIRED.~~

~~—(a) No person shall store at any time within the City limits a quantity of gunpowder or other similar explosive weighing in excess of 100 pounds.~~

~~—(b) No person shall cause a blast to occur within the City without first making application in writing, setting forth the exact nature of the intended operation, and receiving a permit to blast from the City Manager. The Manager, before granting such permit, may require the applicant to provide a bond to indemnify the City and all other persons against injury or damages which might result from the proposed blasting.~~

~~—(c) Whoever violates this section is guilty of a misdemeanor of the fourth degree.~~

(Repealed. Ord. _____. Passed _____.)

MCO 549.14:

~~549.14 FALSIFICATION OF CONCEALED HANDGUN LICENSE; USE POSSESSING OF A REVOKED OR SUSPENDED CONCEALED HANDGUN LICENSE.~~

~~(a) No person, except in the performance of official duties, shall possess a license to carry a concealed handgun that was issued and that has been revoked or suspended pursuant to Section 2923.128 of the Ohio Revised Code.~~

~~—(b) Whoever violates this section is guilty of possessing a revoked or suspended concealed handgun license, a misdemeanor of the third degree.~~

~~(Ord. 1545-04. Passed 9-9-04.)~~

(a) No person shall alter a concealed handgun license or create a fictitious document that purports to be a license of that nature.

(b) No person, except in the performance of official duties, shall possess a concealed handgun license that was issued and that has been revoked or suspended.

(c) Whoever violates division (a) of this section is guilty of falsification of a concealed handgun license, a felony of the fifth degree. Whoever violates division (b) of this section is guilty of possessing a revoked or suspended concealed gun license, a misdemeanor of the third degree.

(ORC 2923.1211. Ord _____. Passed _____.)