

SECOND AMENDMENT TO OFFICE LEASE

This Second Amendment (“Amendment”) to a certain Office Lease Agreement dated November 26, 2014 (“DJ&FS Lease”) is made this ____ day of July, 2018 by and between Akron Phoenix Development Company (“Landlord”) and the County of Summit (“Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into the DJ&FS Lease, effective as of November 26, 2014, for the lease of the first and third floors (Units 100 and 300 of the Triangle Building Condominium) (the “Premises”) in the building situated at 1180 South Main Street, in the City of Akron, County of Summit, State of Ohio (the “Building”), as more particularly described therein; and

WHEREAS, Tenant desires that Landlord renovate a portion of the third floor of the Premises by constructing approximately 1,638 square feet of office space in room number 378, which was previously built as a storage room and archive as set forth on the plans and specifications attached hereto as Exhibit A (the “Project”); and

WHEREAS, Tenant desires to reimburse Landlord for the costs of the Project, as set forth in this Amendment; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to the DJ&FS Lease to set forth the parties’ responsibilities as to the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and intending to be legally bound hereby, the Landlord and Tenant agree to this Amendment to the DJ&FS Lease as follows:

1. Plan Review by Historical Architect. Landlord has submitted the Plans and Specifications to a Chambers, Murphy and Burge, (“Historical Architect”), a historical architectural firm qualified to assess whether the Project is compliant with the requirements of any applicable state and federal Historical Tax Credits received by Landlord in the original development of the Building, the Historical Architect has reviewed and approved the same, and the Historic Architect has obtained any necessary governmental approvals for the same. The parties agree that the Project will be constructed in accordance with the Plans and Specifications as reviewed and approved by the Historic Architect and any applicable governmental entity.
2. Landlord’s Construction of Project. Landlord agrees to construct the Project at Tenant’s expense in accordance with all applicable local and state building codes and otherwise in accordance with the plans and specifications attached hereto as Exhibit A (the “Plans and Specifications”). Tenant shall cooperate with Landlord in connection with such construction, including providing any necessary access, and making any appropriate and necessary adjustments to its use of the Premises to accommodate the construction of the Project.

To undertake and complete the Project, Landlord shall contract with Metis

Construction Services, LLC (“Metis Construction”) to serve as the general contractor, who will be responsible for hiring all subcontractors necessary for the completion of the Project. Landlord shall be responsible for making all payments directly to Metis Construction, and/or any other necessary party, and shall be reimbursed for the same as set forth in Section 4 of this Amendment.

Landlord shall further be responsible for managing the Project, and shall engage Amerimar Canton Management Company (“Amerimar”) to manage the same on behalf of the Landlord. Landlord shall be responsible for making all payments directly to Amerimar, and/or any other necessary party, and shall be reimbursed for the same as set forth in Section 4 of this Amendment.

All revisions and subsequent change orders for the Project shall be approved by both the Landlord and the Tenant.

3. Acceptance; Punch List Items. Upon substantial completion of Landlord’s work, Tenant and Landlord shall review the Project and determine whether punch list items exist that must be completed. Any punch list items shall be completed for the Project to be determined to be complete. If there are no punch list items to complete, or upon completion of any punch list items, Tenant shall execute a letter accepting the Project. Tenant’s occupancy of the portion of the Premises subject to the Project following completion of the Project shall be deemed to be acceptance, even if the letter of acceptance has not been executed and delivered by the Tenant.

Tenant’s Payment for the Project. Following execution of this Amendment, and prior to commencement of the Project, Tenant shall make a deposit with Landlord in the amount of \$155,000.00, which, at the time of the execution of this Amendment represents the anticipated cost of the Project (\$129,197.00 for the general construction of the Project, \$4,800.00 to install network cabling for the Project, \$1,600.00 for a small portion of the Project that is located elsewhere on the third floor of the Premises, Amerimar’s construction management fee of \$6,779.85, \$2,409.99 for the Historic Architect’s review, \$2,500.00 for Landlord’s legal fees and \$7,713.16 for miscellaneous costs), a breakdown of which is attached hereto as Exhibit B.

Landlord shall utilize the funds on deposit to pay for all costs related to the construction of the Project, including Landlord’s construction management fee. In the event the costs of the Project exceed the funds deposited with Landlord, Landlord shall pay the same, and shall recover said additional costs from Tenant as set forth in this Section, including the cost for any change orders for the Project and/or costs for the Project that are unforeseen at the time of execution of this Amendment.

Within thirty (30) days of acceptance of the Project, as set forth in Section 3, above, Landlord shall provide Tenant written notice of the actual cost of construction of the Project, including any change orders, and shall also provide copies of any invoices paid. If the sums deposited by Tenant are insufficient to cover the actual cost of construction of the Project, Tenant shall reimburse Landlord for the balance of the cost of construction within thirty (30) days of the

date of delivery of the aforementioned notice of actual construction cost. If the deposit exceeds the cost of construction, Landlord shall refund the balance to Tenant within thirty (30) days of the date of delivery of the aforementioned notice of actual construction cost. Additionally, if, at any time, Landlord has expended sums for the Project in excess of the funds Landlord has received from the County on deposit, Landlord may request in writing that the County deposit an additional 10% of the sums already deposited with the Landlord as an additional deposit. Tenant shall deposit with Landlord the additional deposit within thirty (30) days of receipt of the request for the additional deposit. Landlord may then pay any costs related to the Project out of the additional deposit. Landlord's ability to request, and Tenant's obligation to pay, the additional deposit shall be ongoing until the time of completion of the Project. Any reconciliation of actual costs against funds deposited at upon the completion of the Project, as set forth in this paragraph, shall account for any additional deposited funds.

4. Tenant's responsibility. Tenant shall be responsible for the purchase and installation of furniture, equipment, and information technology equipment necessary for Tenant's use of the portion of the Premises subject to the Project.

SIGANTURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Second Lease Addendum as of the date written above.

**LANDLORD
AKRON PHEONIX DEVELOPMENT
COMPANY. LLC**

By: _____
Printed Name: _____
Title: _____
Date: _____

State of Pennsylvania)
) SS:
County of Philadelphia)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by _____ of Akron Phoenix Development Company, LLC a Delaware limited liability company, on behalf of the company.

Notary Public

**TENANT
COUNTY OF SUMMIT**

By: _____
Ilene Shapiro, Executive

Date: _____

State of Ohio)
) SS:
County of Summit)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by Ilene Shapiro, the Executive of the County of Summit, Ohio, on behalf of that County.

Notary Public

APPROVED AS TO FORM:

By: _____
Deborah S. Matz
Director, Department of Law and Risk Management