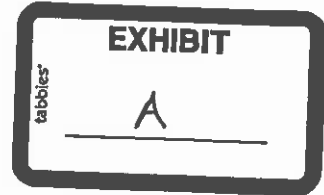


12-188 122-1680



COUNTY OF SUMMIT  
AND THE  
AKRON AREA ARTS ALLIANCE

AMENDMENT TO LEASE OF SPACE LOCATED AT 140 E. MARKET ST.

This Amendment ("Amendment"), dated this \_\_\_\_ day of \_\_\_\_\_, 2012 to a certain Lease Agreement dated October 12, 2008 ("Lease") is entered into by and between the **COUNTY OF SUMMIT, OHIO** ("Landlord"), having its principal place of business located at 175 S. Main St., 8<sup>th</sup> Floor, Akron, OH 44308 and the **AKRON AREA ARTS ALLIANCE** ("Tenant"), having its principal place of business located at 140 E. Market St., Akron, Ohio 44303.

Whereas, County Council has approved this Amendment to the Lease pursuant to Resolution No. 2012-\_\_\_\_.

In consideration of the covenants and agreements hereinafter set forth to be performed by the parties, and such other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Pursuant to the Lease, Tenant is responsible for paying Landlord rent of \$1 per Lease year, which runs from September 1<sup>st</sup> to August 31<sup>st</sup>. Tenant is further responsible for paying a portion of the utility costs for the Premises, as set forth below:

|                 |                     |                  |
|-----------------|---------------------|------------------|
| Lease Year 1    | (9/1/08 to 8/31/09) | 0%               |
| Lease Year 2    | (9/1/09 to 8/31/10) | 0%               |
| Lease Year 3    | (9/1/10 to 8/31/11) | 20%              |
| Lease Year 4    | (9/1/11 to 8/31/12) | 20%              |
| Lease Year 5    | (9/1/12 to 8/31/13) | 20%              |
| Renewal Term #1 |                     | To be Negotiated |
| Renewal Term #2 |                     | To be Negotiated |

To date, Tenant has paid rent for Years 1, 2, 3 and 4. Tenant has also paid the sum of \$9,690.47 for its share of utilities for Year 3.

Commencing with the utilities for Year 4, Landlord shall receive invoices from and pay all utility providers for all utilities for the Premises during the year. Following payment of the utilities, County shall invoice Tenant for its share of utilities on a quarterly basis, as set forth in the following schedule:

|                               |                                       |
|-------------------------------|---------------------------------------|
| September, October, November- | Invoice by December 31 <sup>st</sup>  |
| December, January, February-  | Invoice by March 31 <sup>st</sup>     |
| March, April, May-            | Invoice by June 30 <sup>th</sup>      |
| June, July, August            | Invoice by September 30 <sup>th</sup> |

Upon execution of this Amendment, Landlord shall invoice Tenant for all utility costs for September 1, 2011 to February 29, 2012.

Tenant shall make payment to County within thirty (30) days of the date of the invoice.

Tenant shall not make prepayment of the utilities and may not pay utilities based upon any estimate.

Landlord's failure to timely invoice Tenant shall not constitute a waiver of payment from Tenant by Landlord.

2. Prior to execution of any renewal of the Lease pursuant to Section 1 of the Lease, the parties shall negotiate the Tenant's share of the utilities for the renewal terms and shall evaluate the same in writing and as part of said renewal.
3. County shall make available to Tenant up to 950 square feet of space in the basement of the Building, as set forth on the drawing attached hereto as Exhibit A, for use as storage by Tenant or Tenant's subtenant at no additional cost. Landlord shall not be liable to Tenant or Tenant's subtenants for any damage caused to any property stored in the storage area as a result of water damage or otherwise. Tenant shall be responsible for keeping any portion of the storage area that is in use by Tenant or its subtenants clean and free from dirt and debris.
4. This Amendment shall govern and control over any conflict with the Lease, and any provisions in the Lease to the contrary are hereby null and void. Any provisions of the Lease not in conflict with this Amendment shall remain valid and enforceable for the balance of the term of the Lease and any renewals thereto.

Now, therefore, intending to be legally bound, the parties hereby execute this Amendment to the Lease.

(Signature Page Follows)

TENANT  
AKRON AREA ARTS ALLIANCE

Jessie Raynor 4.25.2012  
By: Jessie Raynor Date  
Its: Director

Approved as to form and correctness:

LANDLORD  
COUNTY OF SUMMIT, OHIO

Deborah S. Matz, Director of Law Russell M. Pry, Executive Date

STATE OF OHIO )  
 )SS  
COUNTY OF SUMMIT )

Before me, a Notary Public, in and for said County and State, personally appeared Russell M. Pry, Summit County Executive, who acknowledged that he did sign the foregoing and that the same is his free act and deed in his official capacity on behalf of the County of Summit.

In testimony hereof, I hereby set my hand and official seal at Akron, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 )SS  
COUNTY OF SUMMIT )

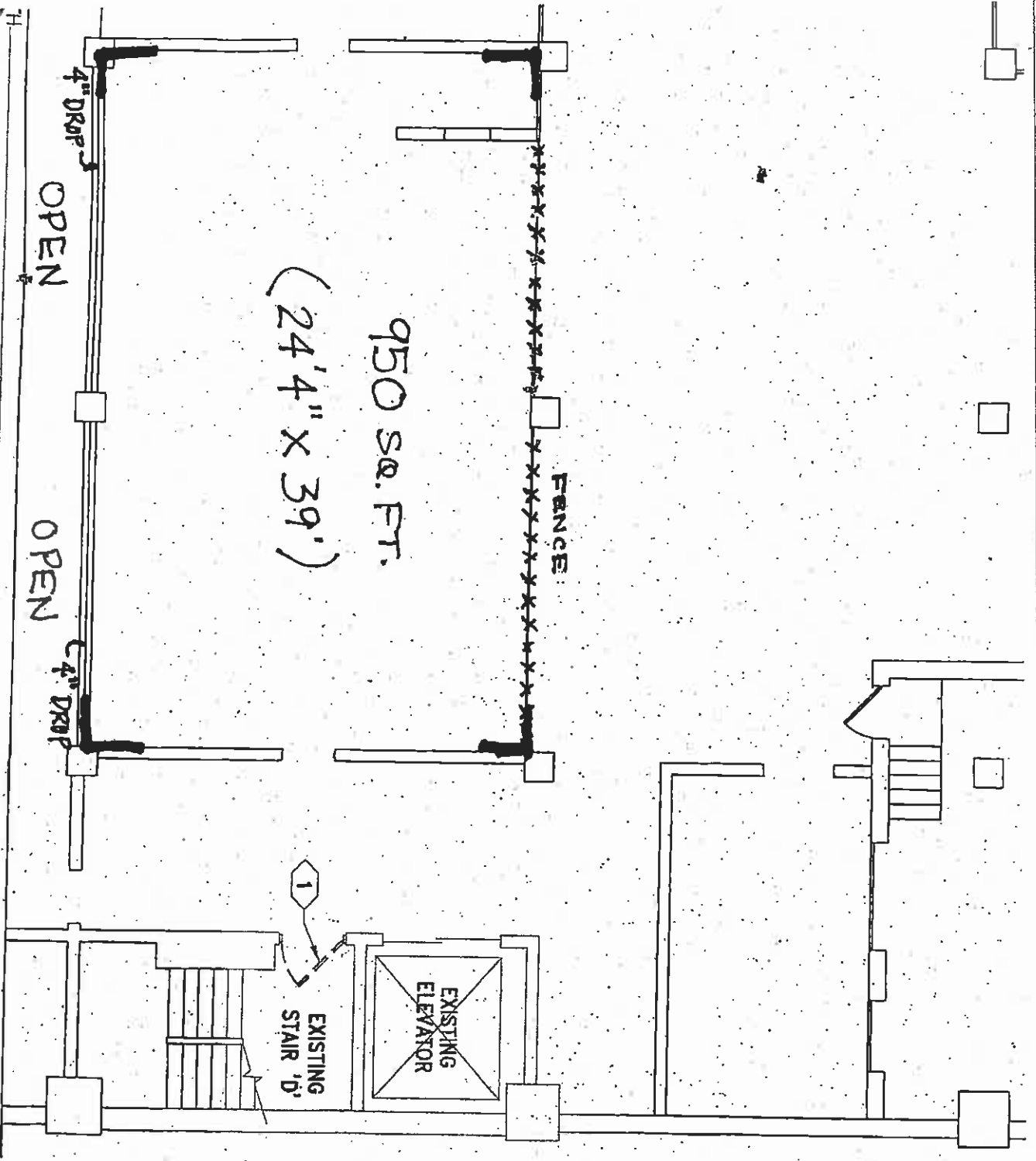
Before me, a Notary Public, in and for said County and State, personally appeared Jessie Raynor, who acknowledged that she did sign the foregoing and that the same is her free act and deed in he official capacity on behalf of the Akron Area Arts Alliance.

In testimony hereof, I hereby set my hand and official seal at Akron, Ohio this 25<sup>th</sup> day of April, 2012.

Laura Kasarda  
Notary Public



Laura Kasarda  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 11/21/2015



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EXHIBIT  
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