

EXHIBIT A

18-130

DRAFT
1/27/2018

REAL ESTATE LEASE WITH OPTION TO PURCHASE AGREEMENT
COUNTY OF SUMMIT, Lessor
And
TRULY REACHING YOU, Lessee

BUILDING LOCATED AT 180 E. SOUTH STREET, AKRON, OHIO 44311

THIS REAL ESTATE LEASE WITH OPTION TO PURCHASE AGREEMENT ("Lease") is made on [REDACTED], 2018 ("Effective Date"), by and between the County of Summit, Ohio ("County"), an Ohio political subdivision with its principal place of business at 175 South Main Street, 8th Floor, Akron, Ohio 44308 and Truly Reaching You Ministries, Incorporated, an Ohio non-profit corporation organized under the laws of the State of Ohio and governed by Section 501(c)(3) of the Internal Revenue Code, with its principal place of business located at 587 Baird Street, Akron, Ohio 44311 ("Tenant"). The County and Tenant are hereinafter collectively be referred to as the Parties.

WHEREAS, the County currently owns the Premises (herein defined); and

WHEREAS, the Tenant desires to lease the Premises with an option to purchase as further described below.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DESCRIPTION OF PREMISES; LEASE TERMS

1.1 Description of Premises. In exchange for the consideration described in Section 2.1 herein and pursuant to the terms and conditions of this Agreement, the County agrees to lease to Tenant with the option to purchase the following premises:

The building, land and all other improvements located at 180 E. South Street, Akron, Ohio 44311, consisting of 1.31 acres and known as parcel 6763040 in the Summit County Records, a depiction of which is set forth as Exhibit A and incorporated herein by reference ("Premises").

1.2. TERM. This Lease shall commence on April 1, 2018 and terminate on March 31, 2023 ("Term") unless sooner terminated as provided herein. Tenant shall be permitted to renew this Lease for one additional five year term upon written notice to County at the same rent as established for the initial term.

1.3. RENTAL. The charge for rental of the Premises shall be \$1.00 per year, and Tenant shall pay the total rent of \$5.00 in advance upon execution of this Lease.

1.4. USE.

(i) Tenant shall use and occupy the Premises only for business purposes related to the operation of a non-profit organization and in a safe, careful and proper manner in compliance with all federal, State of Ohio, County of Summit and City of Akron ordinances, regulations and laws.

(ii) Tenant shall not use or allow the Premises to be used for any industrial, manufacturing or sexually oriented purpose or for any other purposes except as provided in this paragraph.

(iii) During the first 120 days of the lease, County shall be permitted to continue to use the caged storage area in the warehouse portion of the building to hold certain personal property, and Tenant shall provide access on and through the premises to County's personal property, and to remove and replace Tenant's personal property, during this time.

1.5. IMPROVEMENTS AND MAINTENANCE.

(i) Improvements. The parties agree that Tenant shall be solely responsible for the performance and cost of any and all improvements, provided, however, that County may, at its discretion, perform improvements to the Premises. Subject to County's approval, which shall not be unreasonably withheld, Tenant shall be permitted to undertake improvements and alterations to Premises. In doing so, Tenant shall comply with all federal, State of Ohio, County of Summit and City of Akron laws, rules, ordinances, zoning requirements and other requirements relating to the occupancy of buildings and arrange for all necessary inspections and secure all necessary permits to assure the propriety and legality of the Tenant's use of the Premises.

(ii) Maintenance. Tenant shall be solely responsible for the performance and cost of any and all maintenance and repairs, provided, however, that County may, at its discretion, perform maintenance and repair to the Premises.

1.6. RIGHTS RESERVED BY COUNTY. In addition to all rights and remedies granted by law and equity and as provided in this Lease, County has the following rights:

(i) To enter said Premises at all reasonable times (1) upon 24 hours notice to Tenant to make any inspections, repairs, alterations, improvements, or additions to said Premises at County's sole discretion; (2) without advance notice, in the case of an emergency, and for purposes related to the safety, protection, preservation or improvement of said Premises.

(ii) At any time the County elects to make repairs, alterations or improvements in or to the Premises or any part thereof, during such times the County may temporarily close entrances, doors, corridors, elevators, parking areas or other public facilities.

(iii) Throughout the term of this Lease any Tenant shall protect, indemnify, defend and hold harmless the County from and against any and all liability to third parties incurred by any act or neglect of the Tenant or any of its agents, servants, guests or employees, in, on, or about Premises, building and parking areas.

1.7. UTILITIES.

(i) Tenant shall be responsible for the payment of all utilities for the Premises which shall include, but not be limited to, gas, electricity, water and sewer, telephone and internet service.

(ii) 1.8. TERMINATION/RENEWAL. This Lease shall be terminated upon the exercise by Tenant of the option to purchase the Premises or earlier upon a default as provided herein. If Tenant continues to occupy the Premises after the termination and without the prior written approval of the County, then Lease shall be deemed month to month, at the then current rent.

1.9. INSURANCE.

(i) Tenant's Insurance. Tenant shall obtain insurance of the types and amounts described below and provide to County on or before April 1, 2018, certificates of insurance showing proof of compliance with the insurance requirements described below. County may request such written proof or certified copies from time to time as determined in its sole discretion.

(a) General Liability insurance with limits of liability not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate, on account of Bodily Injury, including death, Personal Injury, and Property Damage, including products and completed operations, and liability assumed under contract. Such insurance shall include a minimum limit of liability of \$500,000 for damage to premises rented to Tenant, also known as fire legal liability coverage.

(b) Worker's Compensation insurance as statutorily required.

(c) Employers Liability insurance with limits of liability of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(d) Commercial Auto Liability insurance with limits of liability of not less than \$1,000,000, combined single limit bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos, and shall include contractual liability coverage.

(e) Tenant's insurance requirements in Sections 11.A.(i), (iii), and (iv) may be satisfied by the purchase of a combination of primary, excess and/or umbrella insurance.

(f) Tenant may, at its option, purchase business income, business interruption, extra expense or similar coverage, and may, at its option, purchase insurance to cover its personal property, including without limitation equipment, contents, and fixtures. In no event shall County be liable for any business interruption or other consequential loss sustained by Tenant, nor for any damage to or loss of personal property, whether or not such business interruption, consequential loss, or damage to or loss of personal property is insured, even if such interruption, loss or damage is caused by the negligence of County, its employees, officers, directors, or agents.

(g) Except for Workers' Compensation insurance, all insurance required hereunder shall be endorsed to provide, and all insurance certificates shall include the statement, that the insurance covered by the certificate shall not be cancelled, materially altered or non-renewed without at least thirty (30) days prior written notice to County.

(h) County shall be included as an additional insured under Tenant's Commercial General Liability policy, using the most current Insurance Services Organization ("ISO") additional insured endorsement or a substitute form providing equivalent coverage, and under Tenant's Commercial Umbrella policy, if any. The Tenant's Commercial General Liability and Commercial Umbrella insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County. There shall be no endorsement or modification of the Commercial General Liability or Commercial Umbrella to make either policy excess over other available insurance, it being understood that any liability insurance of County, if any, shall be non-contributing.

(i) If Tenant's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(j) Upon the renewal or holdover of Tenant in the Premises, and not more than ten (10) days after the commencement of such renewal period or holdover period, Tenant shall provide County with written proof of compliance with the insurance requirements set forth in this lease.

(ii) County's Insurance. County shall maintain for the Term of this Lease Commercial Property insurance covering damage or loss to the Premises due to or arising from fire, lightning, explosion, windstorm or hail, smoke, riot or civil commotion, vandalism, sprinkler leakage, or malicious mischief. County shall provide to Tenant upon written request proof of such Commercial Property insurance.

(iii) General Insurance Requirements.

(A) All insurance purchased by any party as required by this Lease shall be purchased from insurers licensed and admitted in the State of Ohio and whose AM Best rating shall be "A-" or better, and Financial Size Category VIII, or higher.

(B) Tenant shall be responsible for any deductibles or retentions existing within the insurance purchased by it. County shall be responsible for any deductibles or retentions existing within the insurance purchased by it.

(C) Each Party, for itself and on behalf of its respective insurers, do hereby waive any recovery of damages against each other (including their employees, officers, directors, elected or appointed officials, agents, or representatives) for loss or damage to the Premises, Tenant's improvements, and betterments, fixtures, equipment, and any other personal property of the parties to the extent covered by the parties' respective Commercial Property insurance, or which could have been covered by Commercial Property insurance reasonably available

at the date of commencement of the Lease, including that coverage available under an ISO Special Causes of Loss coverage form. If the Commercial Property insurance purchased by County and/or Tenant as required herein does not allow the insured to waive rights of recovery against others prior to loss, each party shall cause its insurance policy to be endorsed with a waiver of subrogation as required herein.

(iv) If Tenant fails to maintain the insurance as required herein, County shall have the right but not the obligation to purchase said insurance at that party's expense.

(v) Tenant's failure to maintain the required insurance may result in termination of this lease at County's option.

(vi) By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to County in this lease.

1.10. DAMAGE TO BUILDING. In the event the leased Premises are destroyed or rendered untenantable by fire, storm, earthquake or other casualty, this Lease shall terminate. The rental and other expense items shall be prorated between County and Tenant up to the time of such damage or destruction of said Premises. Should only a part of the leased Premises thereby be rendered untenantable for a period of thirty (30) days or more, the Rent shall abate in the proportion which the damaged part bears to the whole leased Premises. At County's option, such part so damaged may be restored by County after which the full Rent shall recommence and this Lease shall continue according to its terms. Should the Premises be rendered partially untenantable, Tenant and County shall negotiate occupancy for the remainder of the Term or either party may terminate the Lease upon written notice to the other.

1.11 HAZARDOUS OR UNLAWFUL USE. Tenant shall not use or occupy any part of the Premises for hazardous, unlawful or improper purposes. Tenant shall not bring any hazardous substances into the Premises or any part the building nor allow any storage or dumping of any hazardous substances. All parties agree that they shall not violate any local, state or federal laws in operation and use of the Premises and if a violation of this provision occurs, Tenant shall reimburse County upon demand any costs incurred.

1.12. COUNTY HELD HARMLESS. County shall not in any way be liable for any loss, expenses or damage to Tenant's property, property of others, personal injury or any other type of liability of any kind or nature occurring in, on or about the Premises, building or parking areas or related to the use or occupancy of the Premises, building or parking areas no matter what the cause including but not limited to any damage caused by any structural failure or collapses, bursting or leaking plumbing, gas, water, steam, pipes or conduits, water outlets, sewers, electrical and the roof. Tenant shall pay all reasonable attorneys' fees for the County's selection and use of outside legal counsel. This provision shall survive the termination of this Sub-lease.

1.13. ASSIGNMENT OR SUB-LEASE. Tenant shall not assign this Lease or sublet the Premises or any part thereof, without the prior written consent of the County which may be withheld at County's discretion.

1.14. RETURN OF BUILDING AND PROPERTY. Unless terminated by exercise of the Option to Purchase set forth below, Tenant agrees to surrender the Premises upon termination in the same condition as when the Premises was accepted, ordinary wear excluded. In the event that damage beyond ordinary wear occurred, Tenant agrees to have said damage repaired or replaced to County's satisfaction within 30 days of Tenant's vacating the Premises. Upon failure to make such repairs or replacements, County shall cause such work to be completed and Tenant shall be responsible for such costs. Any Tenant property not removed within ten (10) days after the termination of this Lease shall be deemed abandoned and at County's election may be treated and/or disposed of by County as its own property without further right of claim thereto by Tenant. Tenant shall pay the County for any costs incurred by County for such removal or disposal.

1.15. EVENTS OF DEFAULT

The occurrence of any one of the following events shall constitute a default under this Lease:

- (i) Tenant fails to maintain the insurance as required in the Lease;
- (ii) Tenant abandons the Premises;
- (iii) An execution, attachment or other order of court is issued upon or against the interest of Tenant in this Lease and shall continue for a period of thirty (30) days after notice;
- (iv) Any voluntary or involuntary petition for Bankruptcy filed by Tenant;
- (v) Tenant dissolves or reorganizes; or
- (vi) Tenant fails to perform any of its obligations under this Lease. If the default is as to a monetary obligation, County may terminate the Lease immediately. If the default is a non-monetary default, then Tenant must cure such default within ten (10) days of notice of such default otherwise County may terminate the Lease after the ten (10) day notice is provided.

1.16 REMEDIES OF COUNTY. Upon the occurrence of any default by Tenant, County shall have any or all of the following rights and remedies in addition to those rights and remedies at law or in equity. All remedies shall be cumulative and non-exclusive.

(i) County shall have the right, but is not obligated, to cure any such default on behalf of Tenant, in which event the defaulting party shall pay to County all costs and expenses incurred by County in curing such default, including reasonable attorneys' fees, within 30 days of presentment of an invoice for such cost to cure.

(ii) County may terminate this Lease immediately upon notice of such termination to Tenant. Upon termination of this Lease, the County shall have the right to demand immediately all amounts due or owing to the County. County agrees to use its best efforts to re-let the Premises.

(iii) County may re-enter the Premises by force, without liability to prosecution or action therefor, and may distrain for rent and/or re-let the Premises, as agent of Tenant, for any

unexpired portion of the term and receive the rent and other payments therefor. No such re-entry or taking possession of the Premises by County shall be construed as an election on its part to terminate this Lease unless written notice of such intention shall be given to Tenant or unless the termination has been decreed finally by a court of competent jurisdiction. Notwithstanding any re-letting without termination, County may at any time thereafter elect to terminate this Lease for such previous breach.

(iv) Whether or not County elects to re-enter, as provided in Section 1.16(iii) or to take possession pursuant to legal proceedings or pursuant to any notice provided for by law, County may either terminate this Lease and accelerate all rentals due under this Lease, or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let said Premises or any part thereof upon such term or terms (which may be for a period extending beyond the term of this Lease) and at such rentals and upon such other terms and conditions as County in its sole discretion may deem advisable. Upon each re-letting, all rentals received by County from such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the balance, if any, shall be held by County and applied in payment of future rent as same may become due and payable hereunder.

1.17 RULES AND REGULATIONS: Tenant and Tenant's agents, employees, and invitees shall faithfully observe and strictly comply with any reasonable rules and regulations as County may adopt.

1.18. WAIVERS. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach.

1.19. AUTHORIZATION: The parties signing this Lease represent and warrant that they are authorized to enter into this Lease and bind their respective entities to the terms and conditions thereof.

1.20. EXECUTION. This Lease and any other Operative Documents supersedes and replaces all other agreements related to the Premises and it contains the entire agreement between the parties. County and its agents have not made any representations or promises except as expressly set forth herein. This Lease shall not be amended or modified except by the written consent of both parties.

SECTION 2. OPTION TO PURCHASE

2.1 Option to Purchase. Any time during the Term or any renewal Term, Tenant shall have the option to purchase the Premises As-Is with no warranties whatsoever. Prior to closing the purchase, Tenant will be entitled to obtain a survey, title commitment and environmental assessment of the Property, all at the sole cost of Tenant, and all of which may be performed prior to the exercise of this option, in Tenant's sole discretion. Upon Tenant's notice of the election to purchase the Property, the County shall enter into a Purchase Agreement with the Tenant which will be in a form substantially similar to Exhibit B attached hereto. The ability to exercise the purchase option is conditioned on Tenant meeting the following conditions:

(i) Tenant shall have made all payments of whatever kind required to be paid under the Lease including the payment of utilities.

(ii) Tenant shall not be in default of any other obligation set forth in the Lease.

2.2 Purchase Price. The total purchase price for the Property shall be \$1.00.

2.3 Miscellaneous.

(i) Tenant shall pay all closing costs, including, but not limited to: (a) costs and fees for the Title Commitment and the Title Policy; (b) the real property transfer taxes and conveyance fees for the Property, if any; (c) all recording fees for the Deeds; (d) all of the escrow fee; (e) the costs and fees for the Inspections.

(iii) The County and Tenant shall each be responsible for its own legal fees associated with the transaction.

SECTION 3. NOTICES

All notices permitted or required under this Agreement shall be in writing and shall be deemed properly delivered immediately upon hand delivery or three business days after being deposited in the United States mail sent certified with return receipt requested, postage prepaid, addressed to the parties at their respective addresses set forth below or as they may otherwise specify by written notice delivered in accordance with this Section:

As to Seller: Ilene Shapiro, Executive
County of Summit
175 S. Main St.
8th Floor
Akron, Ohio 44308

As to Tenant: Truly Reaching You Ministries, Inc.
Attn: Steve Wewer
P.O. Box 814
Akron, Ohio 44309

SECTION 4. GENERAL

4.1 Damage or Destruction. If the building or other improvements on the Property are substantially damaged or destroyed prior to the Closing, Tenant shall have the option within 10 days of notice by the Seller: (a) to proceed with Closing without reduction of the Purchase Price and receive the proceeds of any insurance payable in connection with the damage; or (b) to immediately terminate this Agreement by providing County written notice. If Tenant terminates this Agreement, both parties shall be released from all further obligations under this Agreement.

4.2 Entire Agreement. This Agreement constitutes the entire contract between the parties and supersedes all prior understandings, if any, there being no other oral or written

promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution of this Agreement and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

4.3 Counterparts. This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

4.4 Governing Law. This Agreement shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the State of Ohio.

4.5 Waiver. The waiver of or failure to enforce any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision hereof.

4.6 Modifications. No change or addition to this Agreement or any part hereof shall be valid unless in writing and signed by each of the parties.

4.7 Headings. The headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

4.8 Time; Calculation of Time Periods. Time is of the essence in the performance of this Agreement. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., Akron, Ohio time.

Signatures appear on the next page.

IN WITNESS WHEREOF, the parties below have executed this Agreement effective as of the date hereinabove.

COUNTY OF SUMMIT

TRULY REACHING YOU MINISTRIES,
INCORPORATED

By: _____
Ilene Shapiro, Executive

By: _____
Name:
Title:

Approved as to form:

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

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EXHIBIT A

Depiction of the Premises



DRAFT

18-130

EXHIBIT A

DRAFT
1/27/2018

REAL ESTATE PURCHASE AGREEMENT
COUNTY OF SUMMIT
TO
TRULY REACHING YOU MINISTRIES, INC.
FOR THE
BUILDING LOCATED AT 180 E. SOUTH STREET, AKRON, OHIO 44311

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made on _____, 2018 ("Effective Date"), by and between the County of Summit, Ohio ("Seller"), an Ohio political subdivision with its principal place of business at 175 South Main Street, 8th Floor, Akron, Ohio 44308 and Truly Reaching You Ministries, Incorporated, ("Purchaser") an Ohio non-profit corporation organized under the laws of the State of Ohio and governed by Section 501(c)(3) of the Internal Revenue Code, with its principal place of business located at 587 Baird Street, Akron, Ohio 44311. The Seller and Purchaser shall collectively be known as the Parties.

WHEREAS, the County currently owns the Property (herein defined) and is willing to sell the Property; and

WHEREAS, the Purchaser desires to purchase the Property; and

WHEREAS, the County agrees to sell and the Purchaser agrees to purchase the Property pursuant to the terms and conditions provided in this Agreement and as authorized by the County of Summit Council in Resolution No. _____ dated _____.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DESCRIPTION OF PROPERTY;
AGREEMENT OF PURCHASE AND SALE

1.1 Purchase and Sale; Property. In exchange for the consideration described in Section 2.1 herein and pursuant to the terms and conditions of this Agreement, the Seller agrees to convey to Purchaser the following:

The building, land and all other improvements located at 180 E. South Street, Akron, Ohio 44311, consisting of 1.31 acres and known as parcel 6763040 in the Summit County Records ("Property"). The legal description of the same is set forth on Exhibit A and incorporated herein by reference.

SECTION 2. PURCHASE PRICE

2.1 Purchase Price. The total purchase price for the Property shall be \$1.00 ("Purchase Price"). To satisfy the Purchase Price, Purchaser shall cause the Purchase Price to be delivered at the Closing.

SECTION 3. TITLE AND SURVEY; INSPECTION

3.1 Title. Seller shall, at Closing, convey to Purchaser title to the Property by limited warranty deed.

3.2 Inspection. Seller grants to Purchaser and persons designated by Purchaser the right and permission at reasonable times prior to Closing and upon reasonable notice to Seller to enter upon the Property to inspect the Property and conduct such tests with respect to the Property that Purchaser chooses to conduct; provided that (a) such inspections and tests shall be so conducted as not to materially damage the Property, (b) such inspections and tests shall be conducted at Purchaser's cost and expense, (c) Purchaser shall indemnify and hold Seller harmless from and against any liabilities or claims for damage to persons or property, and costs and expenses in connection therewith, caused by such inspections and tests, (d) Purchaser's right to conduct such inspections and tests shall be subject to the rights of Tenants, and (e) Purchaser shall conduct such inspections and tests, and shall coordinate the same through Seller.

3.2 PURCHASER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS AND SHALL BE MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE BY SELLER, INCLUDING WITHOUT LIMITATION THE CONDITION OR VALUE OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS AFFORDED PURCHASER THE OPPORTUNITY FOR FULL AND COMPLETE INVESTIGATIONS, EXAMINATIONS AND INSPECTIONS OF THE PROPERTY AND THAT PURCHASER SHALL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF PURCHASER'S OWN REVIEW AND INSPECTION OF THE PROPERTY. BY EXECUTING THIS AGREEMENT, PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHICH ARE MATERIAL, NEGOTIATED TERMS OF THIS AGREEMENT WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS AGREEMENT WITH PURCHASER.

SECTION 4. CONDITIONS TO CLOSING

4.1 Conditions. The obligations of the parties to close the transaction contemplated by this Agreement are subject to the following conditions:

(a) The representations and warranties of the parties contained in Section 5 of this Agreement shall be true on the date of Closing as though those representations and warranties were made on that date.

(b) Neither Purchaser nor Seller shall have breached any affirmative covenant contained in this Agreement to be performed by them on or before to the date of Closing.

(c) Purchaser determining, on the basis of such inspections and tests of the Property that Purchaser chooses to perform and such documents and information as are furnished or made available to Purchaser or otherwise obtained by Purchaser, that all elements of the Property are in a condition satisfactory to Purchaser, that the physical and environmental aspects of the Property are satisfactory to Purchaser, that utility services of types and in amounts satisfactory to Purchaser are available at the Property, that the Property is in compliance with all applicable governmental laws.

(d) Seller shall have timely delivered to Purchaser in satisfactory form the documents and all other items referred to in Section 6 below.

(e) The Title Company shall at Closing have delivered or irrevocably committed itself in writing to deliver the Title Policy.

SECTION 5. REPRESENTATIONS, WARRANTIES, INDEMNITY

5.1 Seller's Representations. Seller makes the following representations to Purchaser as of the date of this Agreement and the date of the Closing:

(a) Seller is a county and political subdivision duly organized and validly existing under the laws of the State of Ohio and has all the necessary power and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

(b) Seller has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions or proceedings pending or to the best of Seller's knowledge, contemplated against or concerning the Property.

(d) Seller's execution, delivery and performance of this Agreement shall not constitute a default under any agreement, lease, indenture, order or other instrument or document by which the Seller or Property may be bound.

5.2 Purchaser's Representations. Purchaser makes the following representations to the Seller as of the date of this Agreement and the date of the Closing:

(a) Purchaser is a non-profit organization duly organized and validly existing under Chapter 1702 of the Ohio Revised Code and Section 501(c)(3) of the Internal Revenue Code and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Purchaser has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions or proceedings pending or to the best of Purchaser's knowledge, contemplated against or concerning the Purchaser which would have a

material and adverse impact upon the Purchaser's ability to enter into and perform this Agreement.

(d) Purchaser's execution, delivery and performance of this Agreement shall not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Purchaser may be bound.

5.3 Seller's Reimbursement. In the event the Purchaser should become a party to any legal, judicial, administrative, quasi-judicial or quasi-administrative action or proceeding pertaining to the condition of the Property or the existence of Hazardous Substances in violation of any Environmental Laws, whether directly or indirectly caused by, arose from or was connected with the management or operation of the Property, the Seller shall reimburse the Purchaser for any and all expenses and/or costs which Purchaser incurs and/or pays as a result of participating in said legal, judicial, administrative, quasi-judicial or quasi-administrative action or proceeding, and the Seller shall reimburse the Purchaser for any and all expenses or costs that the Purchaser becomes obligated to incur or pay as a result of such proceedings. "Environmental Laws" means any and all current and future federal, state, local, municipal or other applicable constitutions, laws, ordinances, principles of common law, regulations, statutes or treaties designed to regulate, minimize, prevent, punish or remedy the consequences of actions that damage or threaten the environment or public health and safety, including without limitation, all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, RCRA, CERCLA, the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*), Chapters 3704, 3734 and 6111 of the Ohio Revised Code and the rules and regulations promulgated or adopted under any of the foregoing statutes. "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, *et seq.*), as enacted and from time to time amended, RCRA, the Toxic Substance Control Act (15 U.S.C. §§ 2601, *et seq.*), as enacted and from time to time amended, or any other applicable Environmental Law and in the regulations adopted pursuant thereto now or in the future.

In case any action or proceeding is brought against the Purchaser in respect of which payment or reimbursement may be sought hereunder, Purchaser promptly shall give written notice of that action or proceeding to the Seller, and the Seller upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure to give that notice shall not relieve the Seller from any of its obligations under this Section except to the extent that such failure prejudices the defense of the action or proceeding by the Seller or otherwise results in an increase in the amount to be reimbursed. At its own expense, Purchaser may employ separate counsel and participate in the defense.

5.4 Survival. Each of the covenants, warranties, representations, agreements, and indemnities contained in this Agreement shall be made as of the date hereof and shall be

deemed renewed on the Closing Date and shall survive the Closing Date, the payment of the Purchase Price and the filing of the Deed for record and shall not be merged therein.

SECTION 6. CLOSING AND TRANSFER OF TITLE

6.1 Closing. Unless extended by written agreement of the parties, the closing ("Closing") for the delivery of Seller's deed, payment of the Purchase Price, plus or minus Closing adjustments, and delivery of the other instruments provided for in this Agreement, shall be on _____, provided that all the Conditions to Closing under Section 4 have been satisfied, or within seven (7) days after the Conditions to Closing have been satisfied, whichever is later, at a time and place mutually agreeable to Purchaser and Seller. The Title Company shall serve as escrow agent for the Closing of the transaction.

6.2 Seller's Documents; Other Deliveries. At Closing, Seller shall execute and/or deliver to the Title Company the following:

(a) A limited warranty deed to the Property;

(b) Such other documents or instruments as may be reasonably requested by Purchaser, required by other provisions of this Agreement or reasonably necessary to effectuate the Closing. All of the documents and instruments to be delivered by Seller shall be in the form and substance reasonably satisfactory to counsel for Purchaser.

6.3 Purchaser's Documents; Other Deliveries. At Closing, Purchaser shall deliver to the Title Company for distribution to Seller any documents and instruments necessary to consummate the sale and which shall be in form and substance reasonably satisfactory to counsel for Seller.

SECTION 7. POSSESSION

7.1 Seller shall deliver exclusive possession of the Property to Purchaser at Closing.

SECTION 8. PRORATIONS AND EXPENSES

8.1 Real Estate Taxes and Assessments. Real property taxes, general and special assessments and assessments for sewer, water, and other utilities, shall be prorated between Seller and Purchaser as of the date of Closing.

8.2 Closing Costs. Purchaser shall pay for the following costs and expenses: (a) costs and fees for the Title Commitment and the Title Policy; (b) the real property transfer taxes and conveyance fees for the Property, if any; (c) all recording fees for the Deeds; (d) all of the escrow fee; (e) the costs and fees for the Inspections and any legal fees it has incurred in connection with this Agreement. At Closing, the parties shall execute and deliver to each other an agreed-upon closing statement which reflects the allocation of costs, adjustments due to credits or prorations, and disbursement of the Purchase Price, all as set forth more fully in this Agreement.

8.3 Utility Expenses. Purchaser shall continue to be responsible for all charges for consumption of utilities prior to the date of Closing.

8.4 Legal Fees. Each party shall be responsible for the payment of its legal fees related to this Agreement.

SECTION 9. NOTICES

All notices permitted or required under this Agreement shall be in writing and shall be deemed properly delivered immediately upon hand delivery or three business days after being deposited in the United States mail sent certified with return receipt requested, postage prepaid, addressed to the parties at their respective addresses set forth below or as they may otherwise specify by written notice delivered in accordance with this Section:

As to Seller: Ilene Shapiro, Executive
County of Summit
175 S. Main St.
8th Floor
Akron, Ohio 44308

As to Purchaser: Truly Reaching You Ministries, Inc.
Attn: Steve Wewer
P.O. Box 814
Akron, Ohio 44309

SECTION 10. MISCELLANEOUS

10.1 Damage or Destruction. If any buildings or other improvements on the Property are substantially damaged or destroyed prior to the Closing, Purchaser shall have the option within 10 days of notice by the Seller: (a) to proceed with Closing without reduction of the Purchase Price and receive the proceeds of any insurance payable in connection with the damage; or (b) to immediately terminate this Agreement by providing Seller written notice. If Purchaser terminates this Agreement pursuant to clause (b), both parties shall be released from all further obligations under this Agreement.

10.2 Entire Agreement. This Agreement constitutes the entire contract between the parties and supersedes all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution of this Agreement and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

10.3 Successor and Assigns; Assignment. This Agreement shall be binding and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto, provided however that, neither party may assign its rights hereunder without the prior written consent of the other which consent shall not be unreasonably withheld.

10.4 Counterparts. This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

10.5 Governing Law. This Agreement shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the State of Ohio.

10.6 Waiver. The waiver of or failure to enforce any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision hereof.

10.7 Modifications. No change or addition to this Agreement or any part hereof shall be valid unless in writing and signed by each of the parties.

10.8 Headings. The headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

10.9 Time; Calculation of Time Periods. Time is of the essence in the performance of this Agreement. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., Akron, Ohio time.

IN WITNESS WHEREOF, the parties below have executed this Agreement effective as of the date hereinabove.

SELLER:

PURCHASER:

COUNTY OF SUMMIT

TRULY REACHING YOU MINISTRIES
INCORPORATED

By: _____
Ilene Shapiro, Executive

By: _____
Name:
Title:

Approved as to form:

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

EXHIBIT A

Legal Description