

## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the “First Amendment”) is made and entered into as of \_\_\_\_\_, 2025 (the “Effective Date”) by and between the **COUNTY OF SUMMIT, OHIO**, an Ohio charter county (the “Landlord”) and **AKRON GENERAL MEDICAL CENTER**, an Ohio non-profit corporation (the “Tenant”).

### WITNESSETH

**WHEREAS**, Landlord and Tenant entered into a certain Lease Agreement dated January 10, 2017 as duly authorized by Resolution No. 2016-060, adopted on February 29, 2016 and approved on March 1, 2016 (the “Lease Agreement”), wherein Landlord leased to Tenant and Tenant leased from Landlord certain premises consisting of approximately 24.7 acres of land located at 1596 and 1621 Flickinger Road, Akron, OH 44312 (the “Premises”), for the operation of a non-profit golf course, driving range, pro shop and clubhouse (the “Permitted Use”);

**WHEREAS**, Tenant exercised its option to renew the initial Lease Term for an additional five (5) year term (the “First Extended Term”) by letter dated October 23, ~~2030~~ 2020 (the “Renewal Letter”, and collectively with the Lease Agreement being hereinafter known as the “Lease”) and the current Term of the Lease is scheduled to expire on December 31, 2025; and

**WHEREAS**, Landlord and Tenant desire to extend the Term of the Lease and further modify its provisions as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Incorporation of Recitals; Conflicts.** The recitals set forth above as well as the Lease Agreement and Renewal Letter referred to therein are hereby incorporated herein by reference as if set forth in full herein. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Lease. To the extent any terms of the Lease and this First Amendment conflict, this First Amendment shall control.

2. **Term.** The Term of the Lease shall be extended for an additional five (5) year period, commencing on January 1, 2026 and continuing through and including December 31, 2030 (the “Second Extended Term”), upon all of the terms and conditions set forth in the Lease, including rent for the Premises of One Dollar and 00/100 (\$1.00) per annum, due and payable in advance in the amount of Five Dollars and 00/100 as rent for the entirety of the Second Extended Term.

3. **Option Terms.** Landlord hereby grants to Tenant the option to extend the Lease Term for two (2) additional consecutive terms of five (5) years each (the “Third Renewal Term” and “Fourth Renewal Term”, and collectively with any additional extensions thereof to be hereinafter

known as the “Renewal Terms”) to be exercised by Tenant upon (a) Tenant providing not less than sixty (60) days written notice to Landlord prior to the expiration of the then-current Lease Term, and (b) approval from the Summit County Council of Tenant’s exercise of such Term extension. Each Renewal Term exercised shall be upon all of the terms and conditions set forth in the Lease, including rent for the Premises of One Dollar and 00/100 (\$1.00) per annum, due and payable in advance in the amount of Five Dollars and 00/100 as rent for each Extended Term exercised.

4. Notice. The notice address set forth for Tenant in Section 16 of the Lease shall be deleted and the following notice addresses substituted in lieu thereof:

The Cleveland Clinic Foundation  
9500 Euclid Avenue, HS1-02  
Cleveland, OH 44195  
Attention: Senior Director of Real Estate

The Cleveland Clinic Foundation  
3050 Science Park Drive, AC321  
Beachwood, OH 44122  
Attention: Real Estate Senior Counsel

5. Entire Agreement. This First Amendment contains the entire agreement between the parties hereto as to the subject matter hereof, and it is understood and agreed that there are no other covenants, representations or warranties other than those contained herein and the documents referred to herein. The Lease may not be further amended except by a writing duly executed by the parties hereto.

6. Authority. Landlord and Tenant each represent and warrant to the other that each has the authority to execute and deliver this First Amendment and perform its obligations hereunder.

7. Successors and Assigns. All of the terms and conditions of this First Amendment shall inure to the benefit of, be enforceable by and be binding upon the parties hereto and their successors and assigns, respective heirs and personal representatives.

8. Governing Law. This First Amendment shall be governed by and construed under the laws of the State of Ohio.

9. Further Assurances. Each party shall cooperate and take such action and execute such other and further documents as reasonably may be requested from time to time after the Effective Date by either party to carry out the terms and provisions and intent of this First Amendment.

10. Counterparts. This First Amendment may be executed in any number of counterparts, and each counterpart shall be deemed an original and all counterparts, taken together,

shall constitute one and the same instrument. Any signature delivered by a party by electronic transmission (.pdf) shall be deemed to be an original signature hereto.

11. Effect. Except as otherwise set forth herein all of the other terms, conditions and covenants contained in the Lease are, and shall remain, in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to be effective as of the Effective Date.

**LANDLORD:**

**COUNTY OF SUMMIT, OHIO**  
an Ohio charter county

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2025

**TENANT:**

**AKRON GENERAL MEDICAL  
CENTER**  
an Ohio non-profit corporation

By: \_\_\_\_\_  
Jason Hergenroeder  
Executive Director, Financial Accounting  
Date: \_\_\_\_\_, 2025

## LANDLORD'S ACKNOWLEDGMENT

STATE OF OHIO )  
 ) SS  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of County of Summit, Ohio, an Ohio charter county, on behalf of the county. He/she is personally known to me or has provided \_\_\_\_\_ (type of ID) as identification.

Notary

My Commission Expires:

## TENANT'S ACKNOWLEDGMENT

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Jason Hergenroeder, Executive Director, Financial Accounting of Akron General Medical Center, an Ohio non-profit corporation, on behalf of the non-profit corporation. He is personally known to me or has provided \_\_\_\_\_ (type of ID) as identification.

## Notary

My Commission Expires: