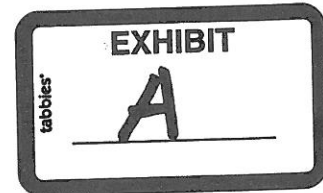


15-158



2015 AMENDMENT

This 2014 Amendment (“Amendment”) is entered into as of this ____ day of April, 2015, by and between **CANAL PLACE, LTD.**, an Ohio limited partnership, (the “Landlord”), whose mailing address is 520 South Main Street, Suite 2502, Akron, Ohio 44311-1010 and **COUNTY OF SUMMIT, OHIO, for its FISCAL OFFICE**, (the “Tenant”), whose mailing address is Ohio Building, 8th Floor, 175 South Main Street, Akron, Ohio 44308 for the purpose of modifying and amending that certain Lease dated April 1, 2004 and all subsequent Amendments (collectively the “Lease”) for the premises known as Suite 934 in Building 9, consisting of approximately 5,871 useable square feet, and located at 540 South Main Street, Akron, Ohio 44311 (the “Premises”).

FOR AND IN CONSIDERATION of the mutual covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and intending to be legally bound, the parties agree as follows:

1. **Capitalized Terms.** All capitalized terms used in this Amendment shall have the same meanings as ascribed to them in the Lease, except as otherwise set forth herein.
2. **Extension of Term.** The Term of the Lease will end on May 31, 2015, and Tenant desires to extend the term for one additional year subject to the terms and conditions of the Lease as modified by this Amendment.
3. **Term.** One (1) year beginning June 1, 2015 (the “Commencement Date”) and ending on May 31, 2016 (the “Expiration Date”).

There shall be no further Automatic Extension Periods under the Lease. Any further extension of the term of the Lease shall be made in writing as an amendment to the Lease, with the proper approval from the County of Summit’s Board of Control and the Council of the County of Summit in accordance with County of Summit Ordinances.

4. **Base Rent.** (Section 3.01)

June 1, 2015 thru May 31, 2016 \$2.79/sq.ft./yr. or \$1,365.01 per month

During the Extended Term, Tenant shall continue to pay Additional Rent as set forth in the Lease.

5. **Condition of Premises; Utilities.** Tenant shall continue to accept the Premises in its “AS IS” condition throughout the Extended Term. Landlord will not make any improvements of any kind. Tenant is responsible for the cost of all utilities used within the Premises, which shall be metered and billed at the current average monthly cost, including system losses to Landlord, and/or in such other manner as is reasonably determined by Landlord to fairly allocate costs.
6. **Security Deposit.** Landlord shall continue to hold the original \$307.29 Security Deposit paid by Tenant to Landlord pursuant to the Lease. Provided Tenant is not in default, Landlord shall return the Security Deposit at the end of the Extended Term in accordance with the terms and provisions of the Lease.

7. **Captions.** The captions and headings used in this Amendment are for the purposes of convenience only and shall not affect the meaning, interpretation, or validity of this Amendment.

8. **Option.** Landlord will have the option to terminate the Lease in whole or in part (that is as to all or part of the Premises) during the Lease Term by giving Tenant at least thirty (30) days before the effective date of early termination (“Advance Notice”). The Advance Notice will specify the effective date and the amount of space to be vacated by Tenant. Tenant will vacate the space required to be vacated on or before the designated effective date.

9. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. In order to facilitate the agreements contemplated by this Amendment, signatures transmitted by facsimile machine or signatures transmitted via email in a PDF or similar (“digital”) format may be used in place of original signatures. Each party intends to be bound by such party’s facsimile or digital format signature on this Amendment, is aware that the other parties are relying on such party’s facsimile or digital format signature, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature. Promptly following any facsimile transmittal or email transmittal of digital format signatures, the parties shall deliver to the other parties the original executed Amendment.

10. **Indemnification Provisions Removed.** All references to the Tenant (which the parties recognize as an Ohio political subdivision) providing indemnification, payment of attorney fees and/or holding anyone harmless are deleted in their entireties and are void and unenforceable. (See Ohio Attorney General Opinions 2005-007 and 99-049.) Indemnification, payment of attorney fees and hold harmless provisions deleted in the Lease in accordance with the foregoing include but are not limited to: the last sentence of Article XVI – Liens, and the second sentence of Article XVIII, Section 18.02(C).

11. **Effectiveness of Lease.** Except as specifically set forth in this Amendment, the terms and conditions of the Lease remain in effect and unchanged. In the event of any conflict between the Lease and this Amendment, this Amendment shall govern.

12. **Entire Agreement; Interpretation.** The Lease and this Amendment have been mutually negotiated by Landlord and Tenant, constitute the entire agreement between the parties, and supersede all prior agreements, negotiations, and oral or written communications with respect to the subject matter of the Lease. The parties acknowledge that neither has relied on any statements, representations, agreements, or warranties except those stated in the Lease. Any ambiguities will not be interpreted in favor of either party. No representations, warranties, covenants, agreements, or conditions not expressed in the Lease, as amended by this Amendment, shall be binding upon the parties or operate to interpret, change, or restrict the provisions of the Lease unless executed in writing by the parties. Mathematical and other similar clerical/scriveners errors in or under the Lease may be rectified by the Landlord in its discretion from time to time. In the case of any erroneous billing/failure to bill, the error may be corrected from time to time and delay in billing will not waive or reduce Landlord’s rights, including its right to collect amounts previously due or chargeable.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

Landlord:

CANAL PLACE, LTD.,
an Ohio limited partnership

By: **Canal Akron, Inc.,**
an Ohio corporation,
its General Partner

By: _____
Stephen R. Stoner

Tenant:

COUNTY OF SUMMIT

By: _____
Russell M. Pry, Executive Date

Approved as to form:

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

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of April, 2015 by Stephen R. Stoner, the Property Manager of Canal Akron, Inc., an Ohio corporation, the General Partner of CANAL PLACE, LTD., an Ohio limited partnership, on behalf of the corporation and the limited partnership.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ___ day of April, 2015 by _____, _____ of _____, a _____, on behalf of the Tenant.

Notary Public