

16-410

EXHIBIT B

**THIRD RENEWAL OF
LEASE AGREEMENT
and
ADDENDUM TO LEASE AGREEMENT
between the
COUNTY OF SUMMIT, OHIO
and
UNITED DISABILITY SERVICES, INC.
for
LEASE OF SPACE
at
SUMMIT COUNTY CHILDREN SERVICES
264 South Arlington Street, Akron, Ohio 44306**

This Third Renewal is a renewal of a previously-executed Lease Agreement and the Addendum to Lease Agreement for Lease of Space located at Summit County Children Services, 264 South Arlington Street Akron, Ohio 44306, and is entered into as of the last date of signature below, by and between the **COUNTY OF SUMMIT, OHIO**, hereinafter referred to as "Landlord", an Ohio charter county and political subdivision, as duly authorized by Resolution No. _____, adopted on _____, 2016, with its principal place of business located at 175 South Main Street, Akron, Ohio 44308, on behalf of **SUMMIT COUNTY CHILDREN SERVICES ("SCCS")**, and **UNITED DISABILITY SERVICES, INC. ("UDS" or "TENANT")**, having its principal place of business located at 701 South Main Street, Akron, Ohio 44311.

- A. By the Lease Agreement, including the attached Addendum to the Lease Agreement, both dated January 27, 2014 (the "Lease"), Landlord leased to Tenant the Premises described in Section 1 of the Lease on behalf of Summit County Children Services. The original one-year term of the Lease was from November 20, 2013 through November 19, 2014.
- B. Landlord and Tenant subsequently renewed the Lease for an additional one-year term, for a term of November 20, 2014 through November 19, 2015 (the "First Renewal").
- C. Landlord and Tenant subsequently renewed the Lease for a second additional one-year term, which commenced on November 20, 2015 and is set to terminate on November 19, 2016, and, by mutual agreement, amended certain terms and conditions in the underlying Agreement, specifically, certain sections of the Addendum (the "Second Renewal and Amendment").
- D. Landlord and Tenant wish to renew the Lease for an additional one-year term, commencing on November 20, 2016 and terminating on November 19, 2017. This is the third of four options to extend the Lease for an additional one-year term, as authorized by County Council Resolution No. _____ and Summit County Children Services Board of Trustees Resolution No. 10-2013-22/F.

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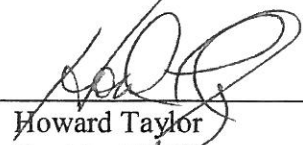
THEREFORE, in consideration of \$1.00 and other good and valuable consideration, Landlord and Tenant agree that:

1. The Lease is renewed for an additional term of one (1) year, from November 20, 2016 through November 19, 2017.
2. In the event of any conflict between the terms and conditions of this Third Renewal and the terms and conditions contained in the underlying Lease Agreement and Addendum, the First Renewal, and/or the Second Renewal and Amendment, the provisions of this Third Renewal shall control. All other, non-conflicting terms and conditions of the Lease, including the terms and conditions of the Addendum attached to the Lease, the First Renewal of the Lease and Addendum, and the Second Renewal and Amendment of the Lease and Addendum shall remain in effect.

(End of text. Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties hereby sign this Third Renewal to the Lease Agreement and Addendum to Lease Agreement as of the date set forth below:

"TENANT"
UNITED DISABILITY SERVICES, INC.

By: 
Howard Taylor
President/CEO
Duly Authorized

Date: 10/20/16

STATE OF OHIO)
) ss:
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Howard Taylor, who acknowledged that he did sign the foregoing instrument on behalf of United Disability Services, Inc. in official capacity as its President and Chief Executive Officer and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 20 day of October, 2016.


Notary Public

Teri L. Mino
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 07/01/2020

**"LANDLORD"
COUNTY OF SUMMIT, OHIO**

By: _____
Ilene Shapiro
County Executive
Duly Authorized

Date: _____

STATE OF OHIO)
) ss:
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Ilene Shapiro, who acknowledged that she did sign the foregoing instrument on behalf of the County of Summit, Ohio, in her official capacity as its Executive and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this ___ day of _____, 2016.

Notary Public

APPROVED AS TO FORM AND LEGAL CONTENT:

Deborah S. Matz, Esq.
Director, Department of Law, Insurance and
Risk Management

Date: _____

SUMMIT COUNTY CHILDREN SERVICES

By: Julie Barnes
Julie Barnes, M.Ed., LSW
Executive Director
Duly Authorized

Date: OCT 6 2016

STATE OF OHIO)
) ss:
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Julie Barnes, who acknowledged that she did sign the foregoing instrument on behalf of Summit County Children Services, in her official capacity as its Executive Director, and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 6th day of October, 2016.

Elizabeth A. Lowe
Notary Public Elizabeth A. Lowe
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 9/30/17

APPROVED AS TO FORM AND LEGAL CONTENT:

Katerina C. Papas
Katerina C. Papas, Esq.
Deputy Executive Director and General Counsel

9/29/16
Date

Ansley R. Callanan
Ansley R. Callanan, Esq.
Legal Counsel/Risk Management Officer

9/28/16
Date