

RESOLUTION ACKNOWLEDGING AND CONSENTING TO ASSIGNMENT AND ASSUMPTION OF LEASE BY AND BETWEEN THE CITY OF ASHTABULA AND THE ASHTABULA COUNTY BOARD OF COMMISSIONERS FOR PROPERTY LOCATED AT 4717 MAIN AVENUE, ASHTABULA CITY

WHEREAS, The City of Ashtabula and the Ashtabula County Board of Commissioners, are parties to a written indenture of lease dated February 13, 1995 (the "Lease"), as amended and assigned to the City of Ashtabula by Purchase Agreement, covering the premises located at 4717 Main Ave, Ashtabula, Ohio, as such premises are more particularly described in the Lease and amendments (the "Demised Premises"); and

WHEREAS, a true and complete copy of the Lease Volume 079 Page 9288 and all unrecorded amendments thereafter are annexed to and made a part of this Agreement as Schedule A; and

WHEREAS, The Assignor wishes to assign the Lease to the Assignee and the Assignee desires to assume the Lease from the Assignor; and

WHEREAS, the County desires to execute and deliver this Consent as evidence of acknowledgement and consent to the assignment and assumption of the Assigned Contract in the Assignment; now

THEREFORE BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that: in consideration of the premises and the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Background. The Background section of this Agreement is incorporated herein by reference as if set forth at length.
2. Defined Terms. For purposes of this Agreement, the terms used in this Agreement as defined terms which are not herein defined shall have the meaning ascribed to such terms in the Lease.
3. Assignment. The Assignor assigns, transfers and sets over unto the Assignee all of the Assignor's right, title and interest in and to the Lease.
4. Assumption. The Assignee assumes the rights and obligations of the Assignor.
5. Condition of Premises. No representations or warranties have been made by the Assignor to the Assignee regarding the condition of the Demised Premises. The Assignee represents, warrants and acknowledges that the Assignee is not relying upon any representation or warranty by the Landlord in entering into this Agreement.
6. Lease in Full Force. Except as expressly provided in this Agreement, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and nothing in this Agreement shall be deemed to: (a) modify, waive or affect any of the terms, conditions or covenants of the Lease; (b) waive any breach of the Lease; (c) waive any of the Assignor's rights against anyone liable for performance under the Lease; or (d) enlarge Assignor's obligations under the Lease.
8. No Defaults or Claims. The Assignor and the Assignee hereby certify and agree that: (a) no party is in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Assignor have been satisfied; (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Assignor under the Lease; and (d) the Tenant and the Assignee have no current defenses or claims against the Assignor or rights of offset against any Base Rent, Additional Rent, or other charges payable under the Lease, or otherwise. The Assignor hereby certifies, without the benefit of any inspection or investigation, and reserves any rights with respect to any default that would be revealed by such an inspection or investigation, that to its actual knowledge that as of the date executed by Assignor below: (a) the Tenant, is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Tenant have been satisfied; and (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Tenant, under the Lease.

9. Governing Law. This Agreement shall be governed by the laws of the State of Ohio. The parties acknowledge that this Agreement has been executed and delivered, and is intended to be performed in the State of Ohio, and the parties submit to the jurisdiction of the courts of the State of Ohio.

10. Entire Agreement. This Agreement and the Lease, as amended, constitute the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by the parties.

11. Miscellaneous. In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, personal or legal representatives, successors and permitted assigns, as the case may be.

13. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

14. Authority. The parties signing this Agreement individually represent and warrant that they have the authority to sign this Agreement on behalf of the party for whom they are executing this Agreement and to bind such party to this Agreement.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-246

May 08, 2024

RESOLUTION ACKNOWLEDGING AND CONSENTING TO ASSIGNMENT AND ASSUMPTION OF LEASE BY AND BETWEEN THE CITY OF ASHTABULA AND THE ASHTABULA COUNTY BOARD OF COMMISSIONERS FOR PROPERTY LOCATED AT 4717 MAIN AVENUE, ASHTABULA CITY

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease Agreement and Landlord's Consent (the "Agreement"), is made as of this 8th day of May, 2024, between, City of Ashtabula, maintaining an office at 4717 Main Ave., Ashtabula, Ohio 44004, referred to as the "Assignor," and Ashtabula County Board of Commissioners, maintaining an office at 25 W Jefferson, Jefferson, Ohio 44047, referred to as the "Assignee."

Background

A. The Assignor and the Tenant, are parties to a written indenture of lease dated February 13, 1995 (the "Lease"), as amended and assigned to the City of Ashtabula by Purchase Agreement, covering the premises located at 4717 Main Ave, Ashtabula, Ohio, as such premises are more particularly described in the Lease and amendments (the "Demised Premises").

B. A true and complete copy of the Lease Volume 079 Page 9288 and all unrecorded amendments thereafter are annexed to and made a part of this Agreement as Schedule A.

C. The Assignor wishes to assign the Lease to the Assignee and the Assignee desires to assume the Lease from the Assignor.

Now, therefore, in consideration of the premises and the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. Background. The Background section of this Agreement is incorporated herein by reference as if set forth at length.

2. Defined Terms. For purposes of this Agreement, the terms used in this Agreement as defined terms which are not herein defined shall have the meaning ascribed to such terms in the Lease.

3. Assignment. The Assignor assigns, transfers and sets over unto the Assignee all of the Assignor's right, title and interest in and to the Lease.

4. Assumption. The Assignee assumes the rights and obligations of the Assignor.

5. Condition of Premises. No representations or warranties have been made by the Assignor to the Assignee regarding the condition of the Demised Premises. The Assignee represents, warrants and acknowledges that the Assignee is not relying upon any representation or warranty by the Landlord in entering into this Agreement.

6. Lease in Full Force. Except as expressly provided in this Agreement, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and nothing in this Agreement shall be deemed to: (a) modify, waive or affect any of the terms, conditions or covenants of the Lease; (b) waive any breach of the Lease; (c) waive any of the Assignor's rights against anyone liable for performance under the Lease; or (d) enlarge Assignor's obligations under the Lease.

8. No Defaults or Claims. The Assignor and the Assignee hereby certify and agree that: (a) no party is in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Assignor have been satisfied; (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Assignor under the Lease; and (d) the Tenant and the Assignee have no current defenses or claims against the Assignor or rights of offset against any Base Rent, Additional Rent, or other charges payable under the Lease, or otherwise. The Assignor hereby certifies, without the benefit of any inspection or investigation, and reserves any rights with respect to any default that would be revealed by such an inspection or investigation, that to its actual knowledge that as of the date executed by Assignor below: (a) the Tenant, is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by the Tenant have been satisfied; and (c) no event has occurred which with the passage of time or the giving of notice, or both, would constitute an event of default by the Tenant, under the Lease.

9. Governing Law. This Agreement shall be governed by the laws of the State of Ohio. The parties acknowledge that this Agreement has been executed and delivered, and is intended to be performed in the State of Ohio, and the parties submit to the jurisdiction of the Court of Common Pleas of Ashtabula County, Ohio.

10. Entire Agreement. This Agreement and the Lease, as amended, constitute the entire agreement between the parties. No change, addition or modification to this Agreement shall be effective unless signed in writing by the parties.

11. Miscellaneous. In all references in this Agreement to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Agreement may require.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, personal or legal representatives, successors and permitted assigns, as the case may be.


13. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

14. Authority. The parties signing this Agreement individually represent and warrant that they have the authority to sign this Agreement on behalf of the party for whom they are executing this Agreement and to bind such party to this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ASSIGNMENT AND ASSUMPTION OF LEASE SIGNATURE PAGE

Assignor: City of Ashtabula




Jim Timonere, City Manager
Date: 5-7-2024

Approved as to legal form and correctness in accordance with Section 32 of the Charter of the City of Ashtabula, Ohio.



Cecilia M. Cooper, City Solicitor
Date: 5/7/2024

Assignee: Ashtabula County Board of Commissioners



Name & Title President
Date: 5-8-24

Approved as to form:



Colleen M. O'Toole, Ashtabula County Prosecutor

MEMORANDUM OF LEASE

This Memorandum of Lease is made by and between SBP LIMITED PARTNERSHIP, an Ohio limited partnership ("Landlord"), and SOCIETY NATIONAL BANK, a national banking association ("Tenant"), pursuant to Section 5301.251 of the Ohio Revised Code. Landlord and Tenant state as follows:

1. Landlord and Tenant have entered into a Lease, dated as of February 13, 1995 (the "Lease").

2. The name and address of Landlord is:

SBP Limited Partnership
c/o Weston Realty Inc.
29100 Aurora Road
Solon, Ohio 44139

3. The name and address of Tenant is:

Society National Bank
c/o KeyCorp Management Company
Facilities Department
2025 Ontario Street
Cleveland, Ohio 44115

4. The leased premises consist of approximately 13,070 square feet of space located on the first floor of the building located at 4717 Main Avenue, Ashtabula, Ohio. Said building is situated on the parcel of land described in Exhibit A, attached hereto and made a part hereof (the building and land are together referred to as the "Property"). In addition, Tenant leases up to 14,062 feet of space in the basement of the same building on a month-to-month basis.

5. Landlord acquired title to the Property within which the leased premises are located through that certain deed recorded as Instrument No. _____, Ashtabula County Records.

6. The term of the lease is for a period of approximately ten (10) years, commencing on February 14, 1995 and ending on February 28, 2005. Tenant has the option to extend the term of the lease for five (5) additional renewal terms, each such renewal term being for a period of five (5) years.

7. The purpose of this Memorandum of Lease is to evidence of record the Lease and the matters specifically set forth herein. Neither the Memorandum of Lease nor anything contained herein shall be deemed or construed as modifying any of the terms, covenants, agreements or provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed as of February 13, 1995.


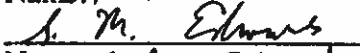
WITNESSES:

LANDLORD:

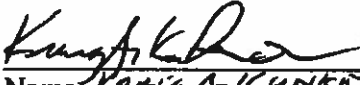
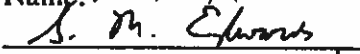
SBP LIMITED PARTNERSHIP,
an Ohio limited partnership

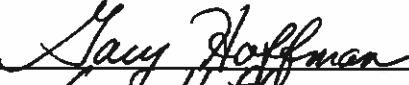
By: Weston Realty Inc., an
Ohio corporation, its
general partner

By: 
T.J. Asher, President


Name: Kraig A. Kunkensolter

Name: S. M. Edwards

And By: FH Medina Corp., an
Ohio corporation, its
general partner


Name: Kraig A. Kunkensolter

Name: S. M. Edwards

By: 
Name: Gary Hoffman
Title: President

WITNESSES:

S. M. Edwards
Name: S. M. Edwards

L.S.R.
Name: Linda S. Rankin

S. M. Edwards
Name: S. M. Edwards

[Signature]
Name: DAVID P. O'NEILL

TENANT:

SOCIETY NATIONAL BANK

By: [Signature]
James Gustafson, Designated
Signer

By: [Signature]
Robert H. Hoge, Designated
Signer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared T.J. Asher, President of WESTON REALTY INC., an Ohio corporation and general partner of SBP LIMITED PARTNERSHIP, an Ohio limited partnership, who acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said corporation.

Witness my hand and Notarial Seal this 10~~n~~ day of February, 1995.

(SEAL)


Notary Public

Linda S. Rankin
Printed Name

LINDA S. RANKIN
Notary Public, State of Ohio
Recorded in Cuyahoga Coy.
My Comm. Expires 10-12-99

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared Gary Hoffman, President of FH MEDINA CORP., an Ohio corporation and general partner of SBP LIMITED PARTNERSHIP, an Ohio limited partnership, who acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said corporation.

Witness my hand and Notarial Seal this 10~~n~~ day of February, 1995.

(SEAL)


Notary Public

Linda S. Rankin
Printed Name

LINDA S. RANKIN
Notary Public, State of Ohio
Recorded in Cuyahoga Coy.
My Comm. Expires 10-12-99

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared James Gustafson, Designated Signer, and Robert H. Hoge, Designated Signer of SOCIETY NATIONAL BANK, a national banking association, who acknowledged the execution of the foregoing Memorandum of Lease for and on behalf of said national banking association.

Witness my hand and Notarial Seal this 13~~th~~ day of February, 1995.

(SEAL)



Notary Public

Linda S. Rankin

Printed Name

LINDA S. RANKIN
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 10-12-99

This instrument prepared by:
Patrick J. Sweeney, Esq.
Thompson, Hine and Flory
1100 National City Bank Building
Cleveland, Ohio 44114-3070

EXHIBIT A

Legal Description

Known as being part of Original Lot Three (3), Range Three (3), Township 12 in the City of Ashtabula, County of Ashtabula, and State of Ohio, and furthered described as follows:

Beginning at the intersection of the centerlines of Park Avenue and Center Street; thence South 75 degrees 20' 25" East along the centerline of Center Street, 33.00 feet to a point; thence South 14 degrees 30' 00" West and parallel to the centerline of Park Avenue, 9.50 feet to the principal place of beginning; thence South 75 degrees 20' 25" East and parallel to the centerline of Center Street, 394.75 feet to a monument set; thence South 14 degrees 29' 45" West (parallel to the centerline of Main Street and 25.00 feet westerly therefrom) 254.00 feet to a monument set; thence North 75 degrees 20' 25" West, 394.75 feet to a monument set in the East right-of-way line of Park Avenue, as aforementioned; thence North 14 degrees 30' 00" East, 254.00 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 05-206-00-002-0

FIRST AMENDMENT AND ADDITIONAL SPACE AGREEMENT

THIS FIRST AMENDMENT AND ADDITIONAL SPACE AGREEMENT made this 23rd day of January, 1996 by and between S.B.P. LIMITED PARTNERSHIP ("Landlord"), and SOCIETY NATIONAL BANK ("Tenant").

WITNESSETH

WHEREAS, the Tenant entered into a Lease Agreement with Landlord, dated February 15, 1995 for approximately 13,070 square feet located on the first floor, of the Premises, owned by the Landlord, located at 4717 Main Avenue, Ashtabula, Ohio, and;

13 Ac
[Handwritten signature]

WHEREAS, Landlord and Tenant desire to amend the Lease to (i) increase the amount of the leased area to be used and occupied by Tenant hereunder; (ii) modify the rental charge to reflect the increase in the space being let;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties hereby agree to amend the Lease Agreement as follows:

(1) Effective February 1, 1996, the Premises shall consist of Thirteen Thousand Four Hundred and Twenty (13,415) of office space.

(2) Effective February 1, 1996, through February 28, 2005, the monthly installments of Base Rent shall be One Hundred Sixty Thousand Nine Hundred and Eighty and 00/100 Dollars (\$160,980.00) annually payable in equal monthly installments of Thirteen Thousand Four Hundred and Fifteen and 00/100 Dollars (\$13,415.00). For each subsequent option period, the Base Rent shall be determined by the following schedule:

<u>PERIOD</u>	<u>MONTHLY INSTALLMENT</u>
03/01/05 - 02/28/10	\$15,427.25
03/01/10 - 02/28/15	\$17,741.34
03/01/15 - 02/28/20	\$20,401.98
03/01/20 - 02/28/25	\$23,465.07
03/01/25 - 02/28/30	\$26,986.51

[Handwritten signature]
34.0%

(3) Effective February 1, 1996, Tenant's proportionate share shall be increased from ~~38.0%~~ to ~~39.0%~~. This percentage will be used to determine the adjustment in annual Base Rental for any increases for the Comparison Year over the Base Year.

34.5% *[Handwritten signature]*

(4) A diagram of the Tenant's additional space constituting the "New Space" is attached hereto as Exhibit "A".

(5) All of the terms, conditions, provisions and covenants of the Lease Agreement, except as specifically modified or amended herein, shall remain in full force and effect and apply hereto, and Landlord and Tenant agree that the terms of said Lease Agreement, as amended herein, shall continue to govern their respective rights and duties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this First Amendment and Additional Space Agreement of the day and year first above written.

WITNESSES:

Patricia A. Mouton
Martin F. Hillen

SOCIETY NATIONAL BANK (Tenant)

By: John Klayman
John Klayman
Title: Designated Signer

WITNESSES:

Erin A. Young
~~Erin A. Young~~ Martin F. Hillen
Samuel Asher
Linda Lee LaRocca

SOCIETY NATIONAL BANK (Tenant)

By: Anita Condosta
Anita Condosta
Title: DESIGNATED SIGNER

S.B.P. LIMITED PARTNERSHIP (Landlord)

By: T.J. Asher
T.J. Asher
President

STATE OF OHIO)SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said county and State, personally appeared the above-named SOCIETY NATIONAL BANK, by John Klayman, its designated signer, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 23 day of January, 1996.

Carol E. Nupp
NOTARY PUBLIC

STATE OF OHIO)SS:
COUNTY OF CUYAHOGA)

CAROL E. NUPP
Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires Feb. 23, 1998

Before me, a Notary Public in and for said county and State, personally appeared the above-named SOCIETY NATIONAL BANK, by Anita Condosta, its designated signer, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 23 day of January, 1996.

Carol E. Nupp
NOTARY PUBLIC

STATE OF OHIO)SS:
COUNTY OF CUYAHOGA)

CAROL E. NUPP
Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires Feb. 23, 1998

Before me, a Notary Public in and for said county and State, personally appeared the above-named SBP LIMITED PARTNERSHIP, by T.J. Asher, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and his free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 25 day of January, 1996.

Linda Lee LaRocca
NOTARY PUBLIC

Linda Lee LaRocca
Notary Public, State of Ohio, Summit Cty
My Commission Expires 8-29-99

sn\bashlabula\ammend

Second Amendment to Lease

THIS SECOND AMENDMENT TO LEASE (this "**Second Amendment**") is made as of the 2nd day of January, 2002, by and between THE CITY OF ASHTABULA, OHIO, a municipal corporation ("**Landlord**"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("**Tenant**").

Background

A. Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into an Indenture of Lease dated as of February 13, 1995 (the "**Original Lease**"), as amended by that certain First Amendment and Additional Space Agreement dated as of January 23, 1996 (the "**First Amendment**"; collectively, the First Amendment and the Original Lease shall be collectively referred to herein as the "**Lease**"). Pursuant to the Lease, Tenant leases 13,430 square feet of space (the "**Demised Premises**") on the first floor of the building located at 4717 Main Avenue, Ashtabula, Ohio (the "**Building**").

B. Landlord and Tenant desire by this instrument to amend the Lease to, among other things, reduce the size of the Demised Premises.

Terms

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

1. Definitions; Square Footage. All terms used herein shall have the meanings ascribed to them in the Lease unless otherwise defined herein. The parties acknowledge that although the First Amendment described the Demised Premises as consisting of 13,415 square feet, the Demised Premises actually consists of 13,430 square feet (immediately prior to the Effective Date, as hereinafter defined).

2. Contraction of Demised Premises.

A. Effective as of August 31, 2001 (the "**Effective Date**"), the Demised Premises was contracted to exclude approximately 7,643 square feet of space in a portion of the Demised Premises (the "**surrendered Space**"). The Surrendered Space is depicted on Exhibit A attached hereto. The approximately 3,602 square foot portion of the Surrendered Space shown on Exhibit A as a "common area" shall be used as a Building common area during the Term.

B. From and after the Effective Date, the Demised Premises shall consist of a ~~total~~ of approximately 5,787 square feet of space, as more particularly depicted on Exhibit A attached hereto and made a part hereof. From and after the Effective Date, to reflect Tenant's surrender of the Surrendered Space, the term "Demised Premises" as used and defined in the Lease, as amended hereby, shall be deemed to mean and refer to the space depicted on Exhibit A attached hereto.

3. Surrender of Surrendered Space.

A. Surrender Condition. Landlord acknowledges that (i) Tenant has surrendered the Surrendered Space to Landlord and Landlord has accepted such surrender, and (ii) Landlord accepted the Surrendered Space in an "as-is" condition. Notwithstanding the foregoing, the parties acknowledge that Surrendered Space currently contains certain items of Tenant's personal property, including the FF&E (as hereinafter defined). Tenant shall have the right to store such personal property in the Surrendered Space (at no cost to Tenant) until the date that Landlord completes Landlord's Work (as hereinafter defined). Landlord acknowledges and agrees that Tenant shall not be required to remove any alterations or tenant improvements installed in the Surrendered Space by or on behalf of Tenant. In the event of a conflict between this Second Amendment and the Lease, this Second Amendment shall prevail.

B. Furniture, Fixtures and Equipment. Landlord acknowledges that that the Surrendered Space currently contains certain Tenant fixtures, furniture and equipment. In consideration of Landlord paying Tenant \$1,000.00 (the "FF&E Payment"), Tenant shall convey to Landlord those fixtures, furniture and equipment described on Exhibit B attached hereto (the "FF&E"). Such conveyance shall be deemed to be effective upon Tenant's receipt of the FF&E Payment. Landlord acknowledges and agrees that it shall take possession of the FF&E in an "as-is" condition, without any warranty as to the title or condition thereof. Landlord's taking possession of the FF&E shall be conclusive evidence that the FF&E were in good order and satisfactory condition when Landlord took possession thereof. No agreement of Tenant or its agents or employees to alter, remodel, decorate, clean or improve the FF&E (or to provide Landlord with any credit or allowance for the same), and no representations regarding the condition of the FF&E, have been made by or on behalf of Tenant or such other parties or relied upon by Landlord. Landlord shall pay Tenant the FF&E Payment within thirty (30) days after the full execution of this Second Amendment. If Landlord fails to pay the FF&E Payment by such date, Tenant shall have the right to offset the FF&E Payment against Tenant's next due Rent payments until the FF&E Payment is credited in full.

C. Landlord's Work. Within ninety (90) days after the Plans (as hereinafter defined) have been approved (subject to delays beyond Tenant's reasonable control), Landlord shall construct, at Landlord's sole cost and expense, demising walls on the first floor of the Building to demise the Surrendered Space from the Demised Premises (as depicted on Exhibit A), pursuant to the Plans (as hereinafter defined) ("Landlord's Work"). Landlord shall not permit any person other than Landlord's employees, agents and contractors ("Landlord's Agents") to access the Surrendered Space before Landlord's Work has been completed. Landlord's access to the Surrendered Space before Landlord completes Landlord's Work shall be subject to the following terms and conditions: (a) Landlord's Agents shall not interfere with Tenant's business operations in the Premises, (b) Landlord provides reasonable advance notice to Tenant, (c) Landlord complies with Tenant's reasonable security requirements, (d) Landlord enters the Surrendered Space only during Tenant's normal business hours, (e) a representative of Tenant has the right to accompany Landlord's Agents, and (f) Landlord's Agents shall access the Surrendered Space solely to perform Landlord's Work. If Landlord fails to complete Landlord's Work when required herein, Tenant shall have the right to complete Landlord's Work at Landlord's cost. If Landlord fails to pay such amount to Tenant promptly after billing, Tenant

shall have the right to offset the cost against Tenant's next due Rent payments until the costs are reimbursed in full. Landlord shall notify Tenant upon completion of Landlord's Work.

D. Plans and Specifications Relating to Landlord's Work. Within ten (10) days after this Second Amendment is fully executed, Landlord shall cause reasonably detailed plans and specifications relating to Landlord's Work (the "Plans") to be submitted to Tenant. The Plans shall be subject to Tenant's approval, which shall not be unreasonably withheld. The Plans shall be prepared and revised at Landlord's sole cost and expense.

4. Landlord Release of Tenant Regarding Surrendered Space. As of the Effective Date, Landlord, on behalf of itself and its affiliated companies, partners, officers, directors, agents, employees, successors in interest and assigns, hereby releases and discharges Tenant and Tenant's partners, officers, directors, agents, employees, successors in interest and assigns from and against any and all claims, demands, causes of action, liabilities and obligations, known and unknown, foreseen and unforeseen, direct and indirect, in any way arising out of or relating to (i) the Lease (as amended hereby) solely as the Lease (as amended hereby) relates to the Surrendered Space and (ii) Tenant's use and occupancy of the Surrendered Space; it being the express intention of the parties that the foregoing shall be deemed to be a full and general release with respect to the Surrendered Space.

5. Conversion to Gross Lease; Deletion of Tenant's Obligation to Pay Additional Rent. The parties acknowledge that the Lease is currently a modified "net" lease, whereby Tenant pays Tenant's Proportion of Operating Expenses and real estate taxes above the Base Year amounts of Operating Expenses and real estate taxes. With this Second Amendment, the parties desire to convert the Lease to a "gross" lease, whereby the Base Rental shall include Tenant's Proportion of Operating Expenses, real estate taxes and assessments, and all other costs and expenses relating to the operation, ownership, maintenance and repair of the Building, the Common Areas and the Common Facilities. Therefore, as of the Effective Date, (i) Section 4 of the Original Lease is deleted in its entirety, (ii) all references in the Lease to term "Additional Rent" shall be deemed to be deleted, and (iii) Tenant shall have no obligation to pay Additional Rent. Without limiting the foregoing, Landlord acknowledges that from and after the Effective Date, the Lease (as amended hereby) shall be deemed to be a "gross" lease and, therefore, the Base Rental shall include (a) all costs and expenses paid or payable by Landlord with respect to the operation, ownership, maintenance and repair of the Building, including, without limitation, the Common Areas and the Common Facilities, (b) all real estate taxes and assessments relating to the Building and the land upon which the Building is located, and (c) the costs of all utilities supplied to the Building and the Demised Premises (except telephone and cable television utilities supplied to the Demised Premises, which shall be paid by Tenant). Landlord shall pay all real estate taxes and assessments in a timely manner. Upon Tenant's request, Landlord shall provide Tenant with reasonable evidence of Landlord's payment of the real estate taxes and assessments. Landlord shall reimburse Tenant within thirty (30) days after the full execution of this Second Amendment for any overpayments of rent by Tenant.

6. Term. Effective as of the date hereof, the term of the Lease (the "Term") shall be extended by five years so that the Term shall expire on February 28, 2010.

7. **Renewal Options.** Effective as of the date hereof, Section 2(B) of the Lease is deleted in its entirety. From and after the date hereof, Tenant shall have four (4) options (the "Renewal Options") to extend the Term for consecutive periods of five (5) additional years each (each additional five (5) year period is hereinafter referred to as a "Renewal Period") with respect to the Demised Premises so that Tenant may extend the Term for a total of twenty (20) additional years; provided that Tenant provides notice to Landlord of its election to exercise each such Renewal Option no less than nine (9) months prior to the applicable expiration date (as the same may have been extended). All terms and conditions of the Lease (as amended hereby), including without limitation all provisions governing the payment of Base Rental, shall remain in full force and effect during each Renewal Period, except that the rates of Base Rental payable during each respective Renewal Period shall be as described in Section 8 of this First Amendment. If Tenant exercises a Renewal Option, Landlord and Tenant shall enter into an amendment promptly after the request of either party to memorialize the extension of the Term.

8. **Base Rental.** As of the Effective Date, Tenant shall pay Base Rental for the Demised Premises during the Term (as it may be extended) in the following amounts:

A. Base Rental from the Effective Date through February 28, 2005:

<u>Annual Base Rental</u>	<u>Monthly Base Rental</u>
\$116,608.20	\$9,717.35

B. Base Rental from March 1, 2005 through February 28, 2010:

<u>Annual Base Rental</u>	<u>Monthly Base Rental</u>
\$134,062.20	\$11,171.85

C. Base Rental from March 1, 2010 through February 28, 2015 (if applicable):

<u>Annual Base Rental</u>	<u>Monthly Base Rental</u>
\$154,171.53	\$12,847.63

D. Base Rental from March 1, 2015 through February 28, 2020 (if applicable):

<u>Annual Base Rental</u>	<u>Monthly Base Rental</u>
\$177,297.26	\$14,774.77

E. Base Rental from March 1, 2020 through February 28, 2025 (if applicable):

<u>Annual Base Rental</u>	<u>Monthly Base Rental</u>
\$203,891.85	\$16,990.99

F. Base Rental from March 1, 2025 through February 28, 2030 (if applicable):

<u>Annual Base Rental</u>	<u>Monthly Base Rental</u>
\$234,475.63	\$19,539.64

9. Maintenance and Repairs. From and after the Effective Date, notwithstanding anything to the contrary contained in the Lease, Landlord shall be responsible for maintaining and repairing all elements of the Building, the Common Areas and the Common Facilities, including, without limitation, the space utilized by Landlord to access to the south entrance to the Building, the first floor restrooms, and the Building vestibule (subject to Tenant's obligation to maintain the Demised Premises as described in Section 9 of the Original Lease). Without limiting the foregoing, from and after the Effective Date, the last sentence of Section 9 of the Original Lease and Exhibit D to the Original Lease are hereby deleted in their entirety.

10. Automated Teller Machines.

A. ATM Site. The parties acknowledge the Demised Premises includes the drive through automated teller machine ("ATM") site depicted on Exhibit A attached hereto (the "ATM Site"). Tenant has the right to continue to use the ATM Site for the installation, operation and location of ATMs and an after-hours depository (the "AHD"). Landlord hereby grants to Tenant any necessary easements for telecommunications or electrical cables used in operating each ATM and AHD.

B. Maintenance and Repairs. Tenant shall, at Tenant's cost, be responsible for performing all necessary repairs and replacements structural and otherwise for each ATM and AHD installed at the ATM Site, as well as all other improvements installed at the ATM Site by Tenant (including, without limitation, any ATM pneumatic chutes). This Section 10B shall not be deemed to require Tenant to repair an ATM or AHD or any improvement relating thereto, provided, however, if such item requiring repairs is in an unsafe or hazardous condition Tenant shall make such repairs as are necessary to cause such unsafe or hazardous condition to be corrected. Landlord shall, at Landlord's cost, perform all necessary repairs and replacements structural and otherwise to the canopy covering the ATM Site, and the parking areas and driveways located on and adjacent to the ATM Site. Landlord shall keep such items in good order, condition and repair.

C. Equipment. Tenant may make such additions to, modifications to, or replacements of the ATMs and the AHD or any other element of the ATMs and AHD as it may, from time to time, in its discretion deem desirable to provide continued, expanded, restricted, or otherwise altered service to the public.

D. Tenant Identification. On each ATM and AHD and in their proximity, Tenant may use its logo, service marks and other appropriate identifying signs. Tenant may, at its expense, identify its services on the interior and exterior of the ATM Site. Such identification may include any network in which Tenant allows cardholder access. Landlord acknowledges that all logos, service marks and other identifying signs installed at the ATM Site by Tenant are and shall remain the exclusive property of Tenant. Landlord hereby approves any signs located on or about the ATM Site as of the date hereof.

E. Sharing. Tenant may share the use of its ATMs and AHD with any ATM network participant or other financial institution(s) and shall have sole discretion, with regard to Landlord, as to which institutions, if any, it shall so share with, and shall be free to increase or decrease the number of such sharing institutions, if any.

F. Tenant Property. Landlord acknowledges that each ATM and AHD furnished by Tenant is and shall remain the exclusive personal property of Tenant, and shall not be considered a fixture nor otherwise permanently attached or affixed to the Demised Premises. Landlord shall not permit any lien or other encumbrance of any kind to attach to any ATM or AHD on behalf of any creditor or lienholder of Landlord.

G. Public Access to ATM and AHD. Landlord shall not obstruct or impair public vehicular or pedestrian access to any ATM or AHD or alter vehicular or pedestrian traffic flow patterns in such a way as to make any ATM or AHD less convenient to network participants desiring to utilize such ATM or AHD.

11. Building Vestibule. Landlord acknowledges that Tenant shall continue to have the exclusive right to maintain signage and marketing materials in the entry areas adjacent to the Demised Premises, including the Building vestibule. Landlord shall be responsible for maintaining and cleaning the Building vestibule in accordance with the Lease. Without limiting the foregoing, the Building vestibule shall be maintained by Landlord in good repair and condition. Tenant shall have the right to use the Building vestibule for ingress and egress from the Premises, in common with other Building tenants.

12. Assignment and Subletting. Tenant shall not sublease all or any part of the Premises without the consent of Landlord (except as provided in the last paragraph of Section 19 of the Lease), which shall not be unreasonably withheld, conditioned or delayed. It shall not be unreasonable for Landlord to withhold its consent if the proposed subtenant intends to use or occupy the Premises in a manner that is reasonably offensive, or illegal, which prohibition shall include use of all or any portion of the Premises for use as a brothel or the sale of paraphernalia related to the use of illegal drugs, adult entertainment, books, magazines, videos and other adult products.

13. Building Name. Section 24B of the Lease is hereby deleted in its entirety. Notwithstanding anything to the contrary contained herein, Landlord acknowledges that Tenant shall have the right to continue to maintain and operate any Tenant signage located on or about the Building as of the date hereof.

14. Full Force and Effect. Except as in this Second Amendment specifically provided, the Lease shall remain unchanged and in full force and effect.

15. Conflicts. This Second Amendment and the Lease shall be deemed one instrument and in the event of a conflict between this Second Amendment and the Lease, the terms and provisions of this Second Amendment shall, in all instances and for all purposes, control.

16. Counterparts. This Second Amendment may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. Time of Essence. Time is of the essence of this Second Amendment.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Second Amendment and it shall be effective on the date first written above.

LANDLORD:

THE CITY OF ASHTABULA, OHIO, a municipal corporation

By: August A. Pugliese
Name: August A. Pugliese
Its: ASHTABULA CITY MANAGER
Municipal Building
4400 Main Avenue
ASHTABULA, OHIO 44004

TENANT:

KEYBANK NATIONAL ASSOCIATION, a national banking association

By: Joseph A. Prcela
Name: JOSEPH A. PRCELA
Its: ASSISTANT VICE PRESIDENT

Approved as to Form
and Correctness
this 3 day of Jan 19 2001
J. Thomas J. Thomas
City Solicitor

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared KEYBANK NATIONAL ASSOCIATION, a national banking association, by Joseph A. Pizela, its ^{Asst. Vice President} Designated Signer, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said national banking association, being thereunto duly authorized, and that the same is his/her free act and deed individually and the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of January, 2008

Linda Rozzo Foutz

LINDA ROZZO FOUTZ
Notary Public - State of Ohio
My Commission Expires Dec. 15, 2004



Notary Public

STATE OF OHIO)
) SS:
COUNTY OF ASHTABULA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared THE CITY OF ASHTABULA, OHIO, a municipal corporation, by AUGUST A. PUGLIESE, its CITY MANAGER who acknowledged that he/she did sign the foregoing instrument for and on behalf of said municipal corporation, being thereunto duly authorized, and that the same is his/her free act and deed individually and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 2nd day of JANUARY, 2008

Notary Public

Barbara J. Swortwood

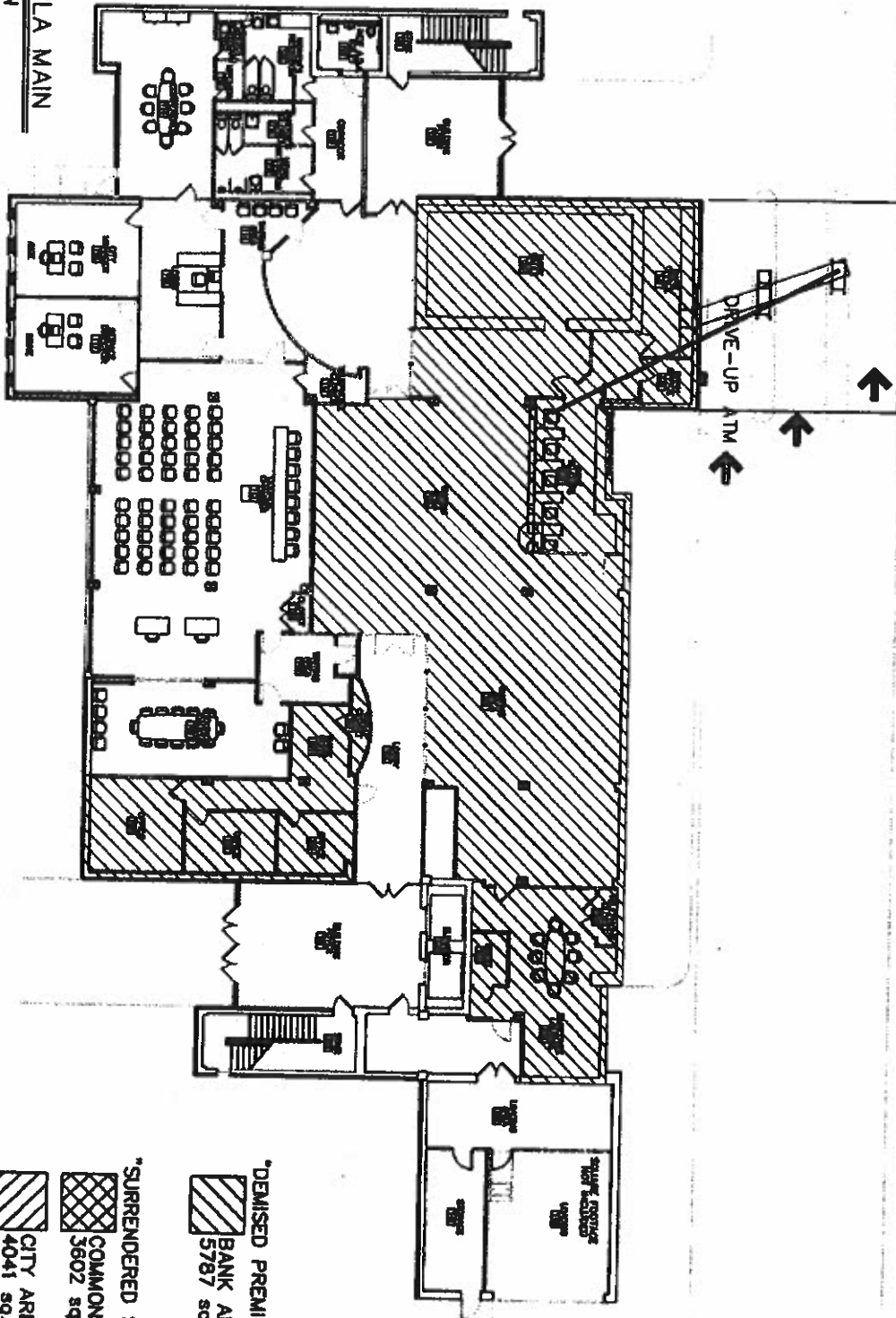
BARBARA J. SWORTWOOD, Notary Public
State of Ohio
My Commission Expires April 15, 2008




EXHIBIT A

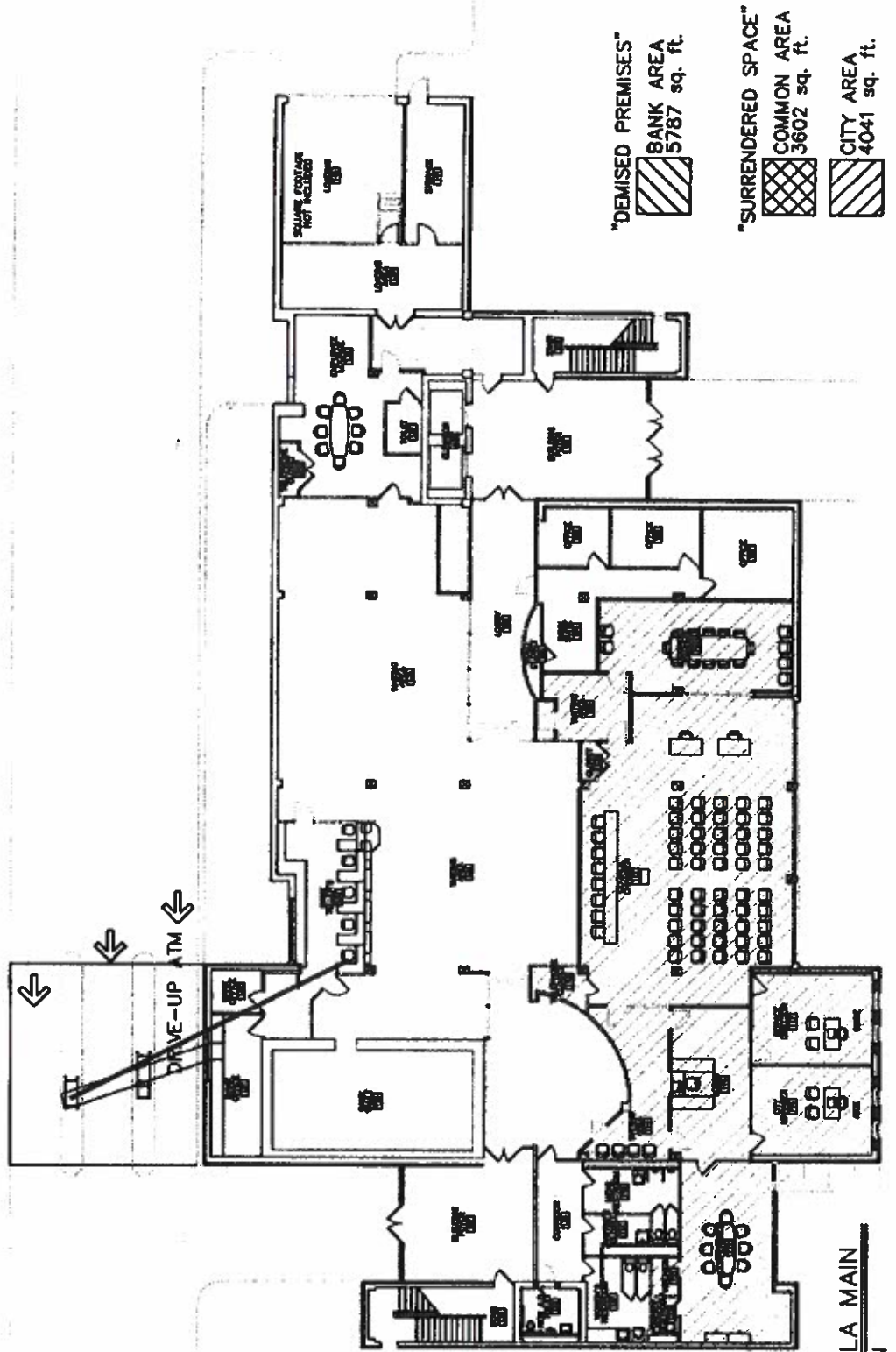
DEPICTION OF DEMISED PREMISES, SURRENDERED SPACE, AND ATM SITE

EXHIBIT A
Page 1 of 3

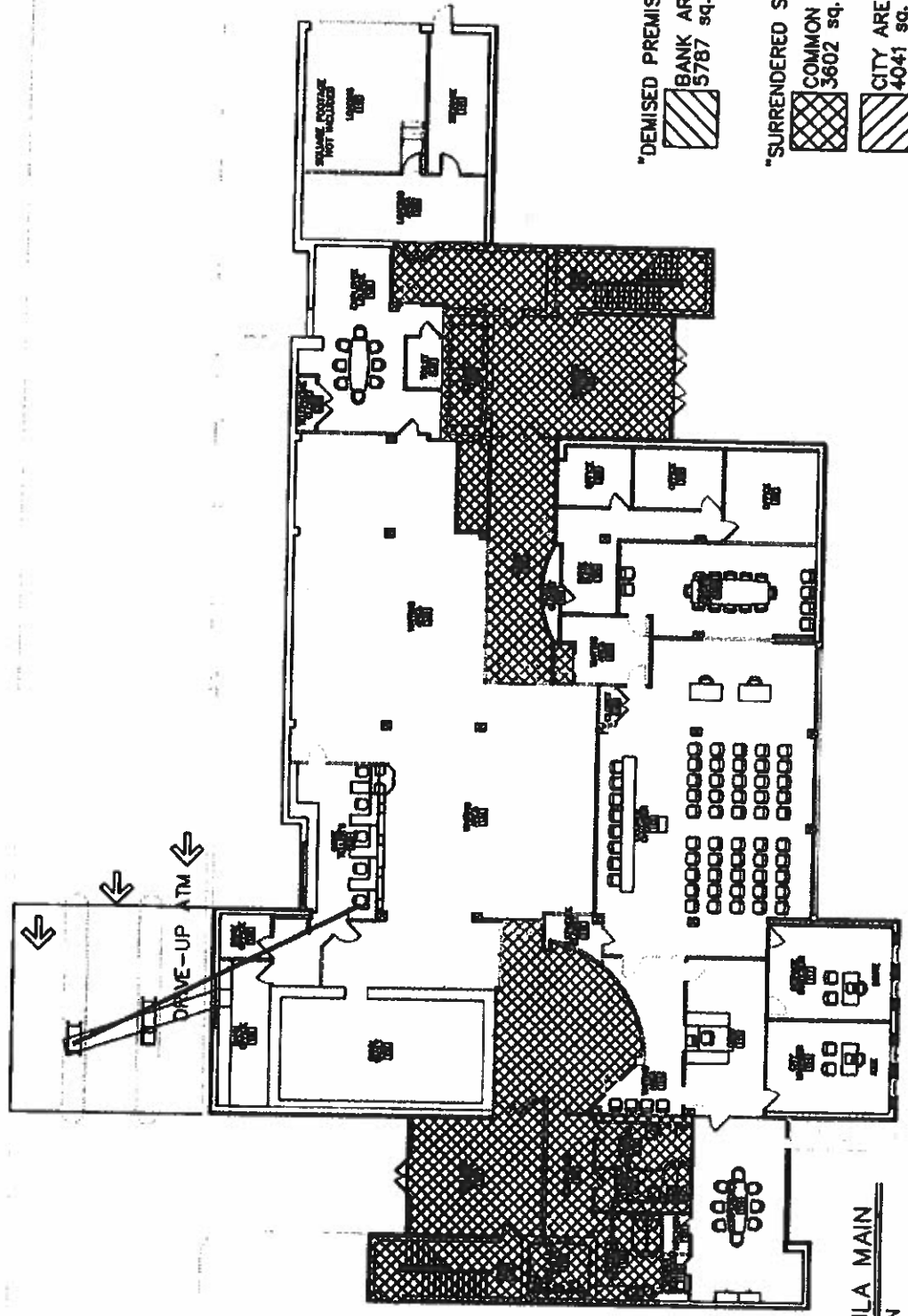
ASHTABULA MAIN
FLOOR PLAN



-  "DEMISED PREMISES"
BANK AREA
5787 sq. ft.
-  "SURRENDERED SPACE"
COMMON AREA
3602 sq. ft.
-  CITY AREA
4041 sq. ft.



ASHTABULA MAIN
FLOOR PLAN



ASHTABULA MAIN
FLOOR PLAN

EXHIBIT B

DESCRIPTION OF FF&E

- (1) Board Room Table
- (3) Rectangular Conference Tables
- (3) Credenzas
- (1) "L" Shaped Panel System with Wall Bins
- (9) "L" Shaped Panel System with Wall Bins, Work Storage, and PED File Drawers
- (2) "T" Shaped Panel System with Wall Bins, Work Storage, and PED File Drawers

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Third Amendment") is made as of the 28th day of February, 2002 (the "Amendment Execution Date"), by and between THE CITY OF ASHTABULA, OHIO, a municipal corporation ("Landlord"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("Tenant").

Background

A. Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into an Indenture of Lease dated as of February 13, 1995 (the "Original Lease"), as amended by that certain First Amendment and Additional Space Agreement dated as of January 23, 1996 ("First Amendment"), and by a Second Amendment to Lease dated as of January 2, 2002 (the "Second Amendment"; collectively, the First and Second Amendments and the Original Lease shall be collectively referred to herein as the "Lease") with respect to 5,787 square feet of space (the "Premises") situated in the building located at 4717 Main Avenue, Ashtabula, Ohio (the "Building").

B. As a result of the contraction of the Premises and surrender to Landlord, effective as of August 31, 2001, of 7,643 square feet of space, and the conversion of the Original lease from a modified net lease to a gross lease (per Second Amendment, Sections 2 and 5, respectively, thereof), Tenant overpaid Base Rental to Landlord for the months of September 2001 through January 2002, inclusive, in the amount of \$28,563.65 (hereinafter referred to as the "Base Rental Overpayment").

C. Instead of Landlord refunding the Base Rental Overpayment to Tenant, Landlord proposes to grant Tenant a setoff in the form of full Base Rental abatement against Tenant's Base Rental payments due for the months of March and April, 2002, and partial Base Rental abatement for the month of May, 2002, until the total Base Rental abatement amount for said months is equal to the amount of the Base Rental Overpayment (hereinafter referred to as the "Base Rental Refund Plan").

D. Landlord and Tenant are agreeable to the Base Rental Refund Plan upon the terms and conditions hereinafter set forth. Landlord and Tenant desire by this instrument to amend the Lease to effect the Base Rental Refund Plan.

Terms

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Third Amendment, the mutual covenants and obligations of the parties contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, and intending to be legally bound, the parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein or unless the context clearly requires a different meaning, the capitalized words and phrases used in this Third Amendment shall have the same meanings ascribed to them in the Lease.

2. Tenant's Base Rental Abatement. Landlord and Tenant agree that the Base Rental Refund Plan shall be effected as follows: Tenant's monthly Base Rental payment due under the Lease is currently \$9,717.35 per month. Tenant's Base Rental payment for the months of March 2002 and April 2002 shall be totally abated to zero dollars for those months. Tenant's Base Rental payment for

the month of May 2002 shall be abated in the total amount of \$9,128.95, which shall leave a Base Rental payment due Landlord for the month of May 2002 in the total amount of \$588.40. Commencing June 1, 2002, Tenant's Base Rental payment shall be \$9,717.35, in accordance with the provisions of Section 8.A. of the Second Amendment.

3. Ratification of Lease. This Third Amendment shall be deemed to form a part of and shall be construed in connection with and as part of the Lease. Except as hereinbefore expressly amended, all of the other terms, covenants and conditions contained in the Lease shall continue to remain unchanged and in full force and effect and are hereby ratified and confirmed. If a conflict shall arise between the terms and provisions of this Third Amendment and the terms and provisions of the Lease, the terms and provisions of this Third Amendment shall govern and control, and the Lease shall be deemed to be amended to conform to the provisions of the Third Amendment.

4. Binding Effect. Each of the provisions of this Third Amendment shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and Tenant, but also of their respective permitted successors and assigns.

5. Counterparts. This Third Amendment may be executed in multiple copies and multiple counterparts, each of which shall be deemed to be and form one instrument.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Amendment as of the date of last execution below, which shall be entered on page 1 of this Agreement as the Amendment Execution Date.

LANDLORD:

THE CITY OF ASHTABULA, OHIO, a municipal corporation

By: August A. Pugliese
Name: August A. Pugliese
Its: City Manager

TENANT:

KEYBANK NATIONAL ASSOCIATION, a national banking association

By: Joseph A. Proela
Name: JOSEPH A. PROELA
Its: ASSISTANT VICE PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared KEYBANK NATIONAL ASSOCIATION, a national banking association, by Joseph A. Proctor, its Asst. Vice President, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said national banking association, being thereunto duly authorized, and that the same is his/her free act and deed individually and the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 14 day of March, 2002.

Linda Rozzo Foutz
Notary Public

LINDA ROZZO FOUTZ
Notary Public - State of Ohio
My Commission Expires Dec. 15, 2004



STATE OF OHIO)
) SS:
COUNTY OF ASHTABULA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared THE CITY OF ASHTABULA, OHIO, a municipal corporation, by August A. Pugliese, its City Manager, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said municipal corporation, being thereunto duly authorized, and that the same is his/her free act and deed individually and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of February, 2002.

Barbara J. Swortwood
Notary Public

BARBARA J. SWORTWOOD, Notary Public
State of Ohio
My Commission Expires April 15, 2003

Fourth Amendment to Lease

THIS FOURTH AMENDMENT TO LEASE (this "**Fourth Amendment**") is made as of the 3RD day of April 2002, by and between THE CITY OF ASHTABULA, OHIO, a municipal corporation ("**Landlord**"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("**Tenant**").

Background

A. Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into an Indenture of Lease dated as of February 13, 1995 (the "**Original Lease**"), as amended by that certain First Amendment and Additional Space Agreement dated as of January 23, 1996 (the "**First Amendment**"), and that certain Second Amendment to Lease dated as of January 2ND, 2002 (the "**Second Amendment**"), and that certain Third Amendment to Lease dated as of FEB. 7TH, 2002 (the "**Third Amendment**"); collectively, the First Amendment, the Second Amendment, the Third Amendment and the Original Lease shall be collectively referred to herein as the "**Lease**". Pursuant to the Lease, Tenant leases 6,700 square feet of space (the "**Demised Premises**") on the first floor of the building located at 4717 Main Avenue, Ashtabula, Ohio (the "**Building**"). The Demised Premises also includes the ATM Site (as defined in the Second Amendment) located adjacent to the Building, which currently consists of three automated teller machine ("**ATM**") drive through lanes.

B. Landlord and Tenant desire by this instrument to amend the Lease to, among other things, reduce the size of the ATM Site.

Terms

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

1. Definitions. All terms used herein shall have the meanings ascribed to them in the Lease unless otherwise defined herein.

2. Contraction of Drive Through Lanes. Effective as of MAY 3RD, 2002 (the "**Effective Date**"), the size of the ATM Site shall be changed by reducing the number of drive through lanes that comprise the ATM Site from three to two. The drive through lane that Tenant is surrendering to Landlord (the "**Surrendered Drive Through Lane**") and the two drive through lanes that Tenant shall continue to lease after the Effective Date are depicted on Exhibit A attached hereto.

3. Surrender of Surrendered Drive Through Lane. Landlord acknowledges that Landlord shall accept the Surrendered Drive Through Lane on or before the Effective Date in "as-is" condition. Prior to the Effective Date, Tenant shall remove any automated teller machine, after hours depository or any other personal property located in the Surrendered Drive Through Lane as of the date hereof. Tenant shall not be required to remove any pneumatic tube system serving the Surrendered Drive Through Lane.

4. Maintenance and Repairs. Landlord shall continue to be responsible for all Landlord maintenance and repair responsibilities described in the Lease, including, without limitation, all necessary repairs and replacements structural and otherwise to the canopy covering the ATM Site, and the parking areas and driveways located on and adjacent to the ATM Site.

5. Landlord's Work. After the Effective Date, Landlord intends to use the Surrendered Drive Through Lane to serve Landlord's premises in the Building. In connection therewith, Landlord intends to install a new pneumatic tube system to serve Landlord's premises and perform certain other work, pursuant to the Plans (as hereinafter defined) ("Landlord's Work"). Landlord's Work shall be subject to the following terms and conditions: (a) Landlord's employees, agents and contractors ("Landlord's Agents") shall not interfere with Tenant's business operations in the ATM Site or the Demised Premises, (b) Landlord shall provide Tenant with reasonable advance notice before commencing Landlord's Work, (c) Landlord shall comply with Tenant's reasonable security requirements, (d) a representative of Tenant shall have the right to monitor Landlord's Agents performing Landlord's Work, and (e) Landlord shall remove the pneumatic tube system currently serving the Surrendered Drive Through Lane as part of Landlord's Work.

6. Plans and Specifications Relating to Landlord's Work. The plans and specifications relating to Landlord's Work (the "Plans"), which are described on Exhibit B attached hereto and made a part hereof, have been approved by Tenant.

7. Landlord Release of Tenant Regarding Surrendered Drive Through Lane. As of the Effective Date, Landlord, on behalf of itself and its affiliated companies, partners, officers, directors, agents, employees, successors in interest and assigns, hereby releases and discharges Tenant and Tenant's partners, officers, directors, agents, employees, successors in interest and assigns from and against any and all claims, demands, causes of action, liabilities and obligations, known and unknown, foreseen and unforeseen, direct and indirect, in any way arising out of or relating to (i) the Lease (as amended hereby) solely as the Lease (as amended hereby) relates to the Surrendered Drive Through Lane and (ii) Tenant's use and occupancy of the Surrendered Drive Through Lane; it being the express intention of the parties that the foregoing shall be deemed to be a full and general release with respect to the Surrendered Drive Through Lane.

8. Full Force and Effect. Except as in this Third Amendment specifically provided, the Lease shall remain unchanged and in full force and effect.

9. Conflicts. This Third Amendment and the Lease shall be deemed one instrument and in the event of a conflict between this Third Amendment and the Lease, the terms and provisions of this Third Amendment shall, in all instances and for all purposes, control.

10. Counterparts. This Third Amendment may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11. Time of Essence. Time is of the essence of this Third Amendment.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Third Amendment and it shall be effective on the date first written above.

LANDLORD:

THE CITY OF ASHTABULA, OHIO, a municipal corporation

By: CITY MANAGER
Name: August R. Pugliese
Its: AAP

TENANT:

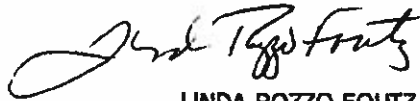
KEYBANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: JOSEPH A. PRIGELA
Its: ASSISTANT VICE PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared KEYBANK NATIONAL ASSOCIATION, a national banking association, by Joseph A. Preele, its Assistant President, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said national banking association, being thereunto duly authorized, and that the same is his/her free act and deed individually and the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of May, 2002.



LINDA ROZZO FOUTZ
Notary Public - State of Ohio
My Commission Expires Dec. 15, 2004



Notary Public

STATE OF OHIO)
) SS:
COUNTY OF Ashtabula)

BEFORE ME, a Notary Public in and for said County and State, personally appeared THE CITY OF ASHTABULA, OHIO, a municipal corporation, by August Puclick, its City Manager, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said municipal corporation, being thereunto duly authorized, and that the same is his/her free act and deed individually and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of May, 2002.



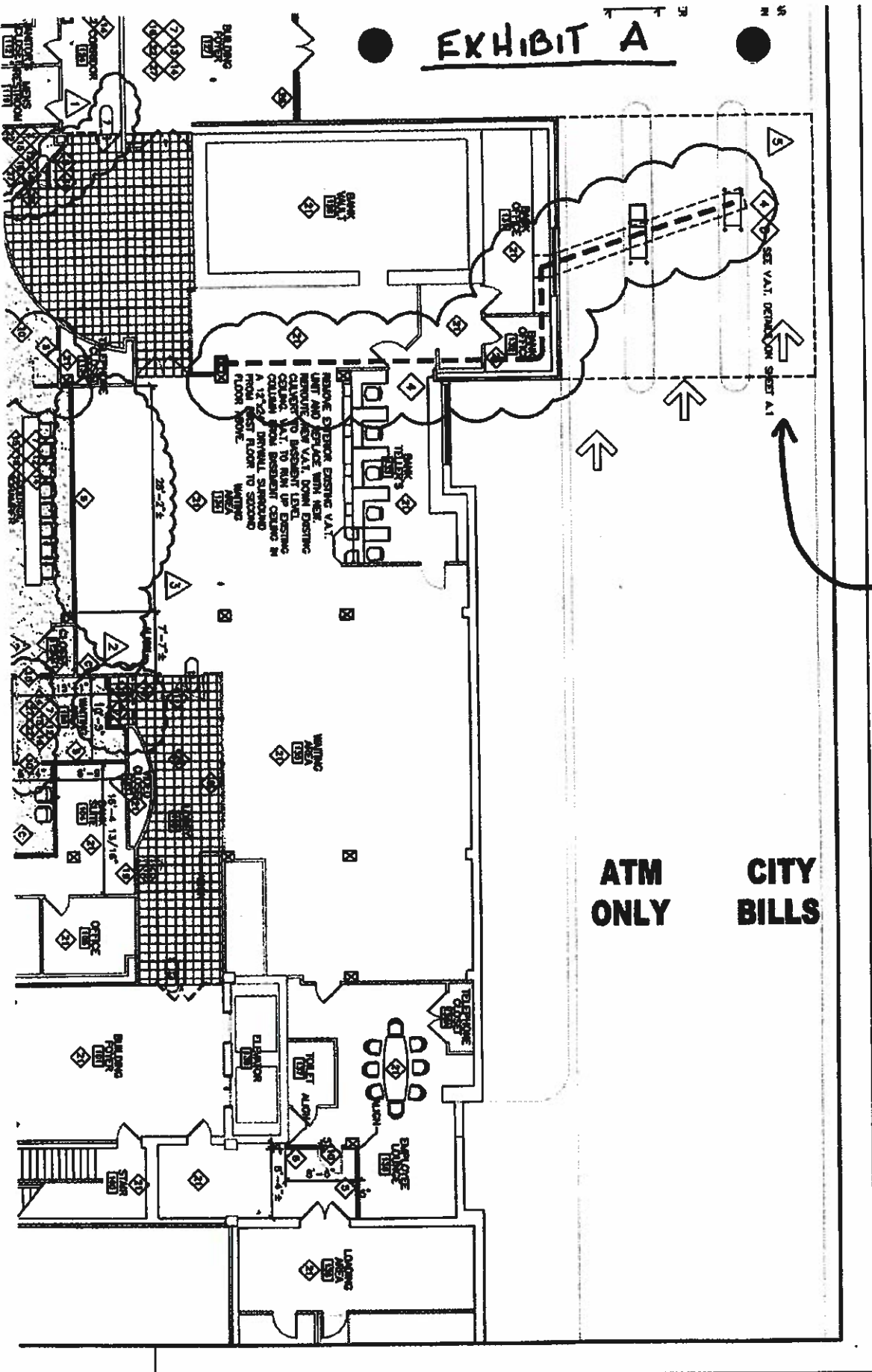
MICHAEL A. ZULLO, CPA
NOTARY PUBLIC
STATE OF OHIO
NO. 2002-F-800
MY COMMISSION EXPIRES, MARCH 27, 2007

Notary Public



EXHIBIT A
DEPICTION OF DRIVE THROUGH LANES

EXHIBIT A



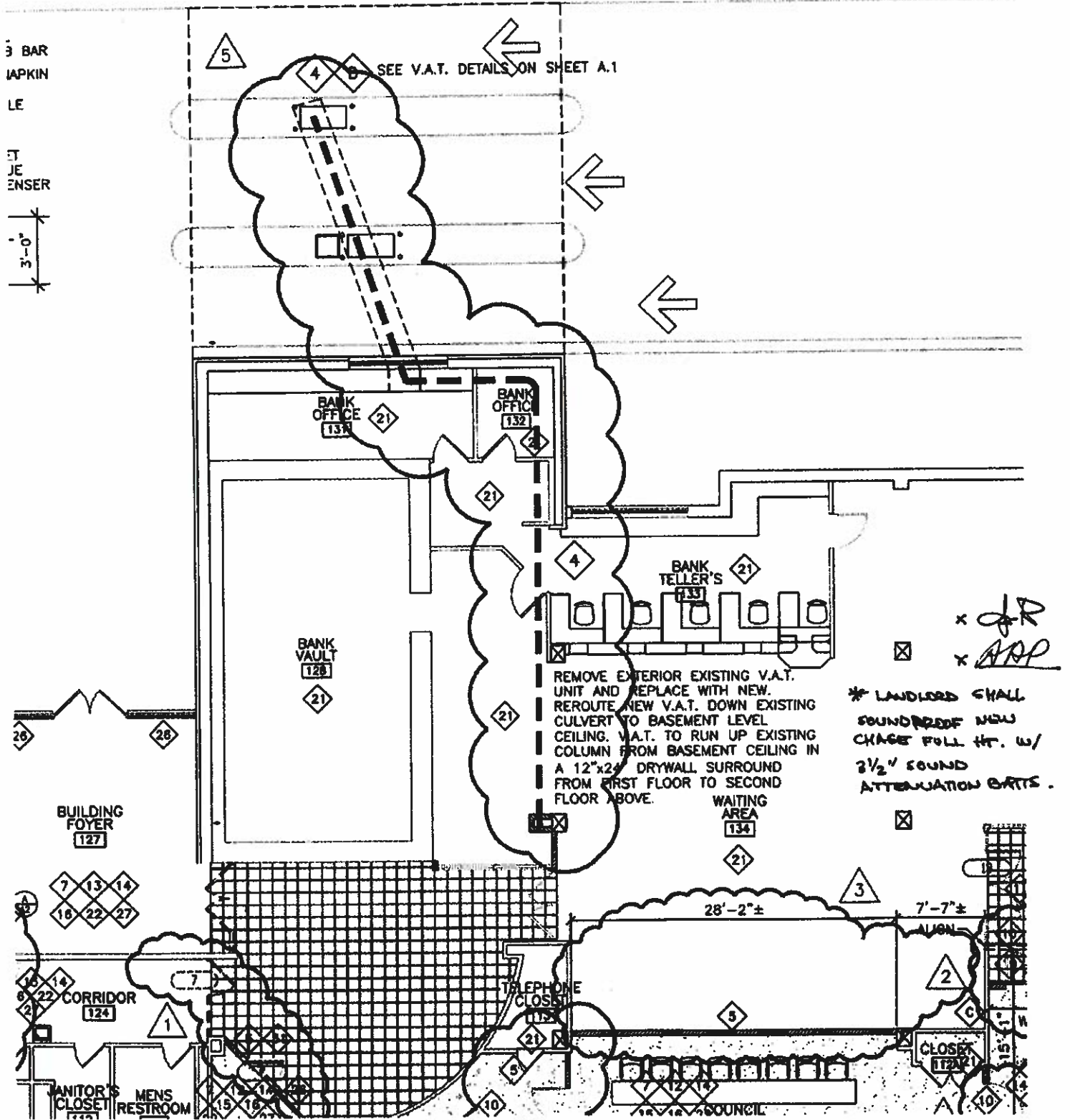
SURRENDERED
DRIVE THROUGH
LANE

ATM ONLY
CITY BILLS

EXHIBIT B

DESCRIPTION OF THE PLANS

EXHIBIT B



FIFTH AMENDMENT TO LEASE

This Fifth Amendment to Lease ("**Amendment**") is made and entered into as of the 8th day of October, 2013, by and between **CITY OF ASHTABULA, OHIO** (successor in interest to SBP Limited Partnership), a municipal corporation (hereinafter referred to as "**Landlord**"), and **KEYBANK NATIONAL ASSOCIATION** (successor in interest to Society National Bank), a national banking association, having offices at 127 Public Square, Cleveland, OH 44114-1306 (hereinafter referred to as "**Tenant**").

WHEREAS, Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into a certain Indenture of Lease dated as of February 13, 1995, as amended by First Amendment and Additional Space Agreement dated January 23, 1996, Second Amendment to Lease ("**Second Amendment**") dated as of January 2, 2002, Third Amendment to Lease dated as of February 28, 2002, and Fourth Amendment to Lease dated as of May 3, 2002 (as amended, hereinafter referred to as the "**Lease**") for premises consisting of approximately 6,700 square feet of space on the first floor of the building located at 4717 Main Avenue, Ashtabula, Ohio, as more particularly described in the Lease (hereinafter referred to as "**Demised Premises**");

WHEREAS, the Second Renewal Period expires February 28, 2015;

WHEREAS, Landlord and Tenant have agreed to amend the Lease to provide for the early termination of the Second Renewal Period, the extension of the Term of the Lease for six years and six months, modification of the Renewal Options, and Tenant's surrender of approximately 656 square feet of the Demised Premises, and otherwise amend the Lease upon the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and obligations of the parties contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, and intended to be legally bound, the parties hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein or unless the context clearly requires a different meaning, the capitalized and non-capitalized words and phrases defined in the Lease which are used in this Amendment shall have the same meaning ascribed to them in the Lease.
2. **Early Termination of Second Renewal Period.** Effective as of the date hereof, the Second Renewal Period shall terminate on October 31, 2013.
3. **Contraction of Demised Premises.** Effective as of November 1, 2013, the Demised Premises shall be reduced in size to approximately 6,044 square feet ("**Reduced Demised Premises**"), by eliminating from the description of the Demised Premises approximately 656 square feet ("**Surrendered Space**") as shown on the floor plan, attached hereto as Exhibit A-1, and made a part hereof, and shall be returned to Landlord on or before November 1, 2013 ("**Surrendered Space Termination Date**") in its current condition, broom clean and free of furniture. Upon the Surrendered Space Termination Date, the Surrendered Space shall be removed from the operation of the Lease, and Tenant shall have no further liability under the Lease therefor, except for the payment of Base Rental as provided for in the Lease up to the Surrendered Space Termination Date. Except as otherwise specified herein, all reference in the Lease to the Demised Premises shall mean the Reduced Demised Premises. Exhibit A-1, attached hereto and incorporated herein, showing the Reduced Demised Premises shall be deemed to fully supersede and replace Exhibit A to the Lease; and all references in the Lease to Exhibit A shall mean Exhibit A-1.

4. **Third Renewal Period.** Effective as of the date hereof, the Lease is hereby extended for a six year and six month period commencing November 1, 2013 and expiring April 30, 2020 (“**Third Renewal Period**”). Tenant’s obligation to pay rent with respect to the Reduced Demised Premises during the Third Renewal Period shall continue under the same terms and provisions as set forth in the Lease, except the Base Rental shall be in the amount of \$120,000.00 per annum payable in monthly installments of \$10,000.00 each.

5. **Renewal Options.** In place of the Renewal Options and Base Rental set forth in the Second Amendment, Tenant shall have the right and option to extend the Term of the Lease for two (2) additional periods of five (5) years each (the “**Fourth Renewal Period**” and “**Fifth Renewal Period,**” respectively). If exercised, the Fourth Renewal Period shall commence on May 1, 2020 and expire on April 30, 2025 and the Fifth Renewal Period shall commence on May 1, 2025 and expire on April 30, 2030. Tenant, in its sole discretion, may exercise each option to extend by giving Landlord written notice exercising the option not later than one hundred eighty (180) days prior to the expiration of the then current Renewal Period. Tenant’s lease of the Reduced Demised Premises during the Fourth and Fifth Renewal Periods shall be upon the same terms and conditions in effect under the Lease immediately prior to the commencement date of each Renewal Period, except the Base Rental with respect to the Reduced Demised Premises shall be as follows:

Period	Annual Base Rental	Monthly Base Rental
<i>Fourth Renewal Period</i> 5/1/2020 – 4/30/2025	\$130,000.00	\$10,833.33
<i>Fifth Renewal Term</i> 5/1/2025 – 4/30/2030	\$140,000.00	\$11,666.67

6. **Surrender of Premises.** Section 9 of the Lease is hereby amended by adding the following paragraphs to the end thereof:

“Notwithstanding anything to the contrary set forth in this Lease, at the expiration of this Lease, Tenant shall deliver to Landlord the Reduced Demised Premises with all improvements located thereon in broom clean “as is” condition, and shall deliver to Landlord all keys to the Reduced Demised Premises. Tenant shall have the right, but not the obligation, to remove all Tenant’s trade fixtures, furnishings and other personal property in the Reduced Demised Premises; however, Tenant shall repair any damage caused by any such removal. Otherwise, Tenant shall have no obligation to remove any fixtures, night drops, equipment, fixtures in trade, drive-in windows and accessories, safes, vault doors or the vault.

“Computer servers, desktop stations, laptops, files or other personal property which could reasonably be expected to contain customer information (“**Protected Items**”), which may inadvertently be left at the Reduced Demised Premises at the end of any Term shall not become the property of nor be disposed of by Landlord, but Landlord may arrange for storage of same at Tenant’s cost for a period of not less than sixty (60) days. During the period that any Protected Items remain in storage, Tenant shall, in addition to ownership of such items, retain the right of possession and control of the Protected Items.”

7. **Assignment and Subletting.** Section 19 of the Lease and Section 12 of the Second Amendment are hereby deleted in their entirety and the following substituted in place of Section 19 of the Lease:

“19. **Assignment and Subletting.** Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the right to assign this Lease or sublet all or any part of the Reduced Demised Premises without the consent of Landlord to (1) any entity resulting from a

merger or consolidation with Tenant or any organization purchasing substantially all of Tenant's assets, (2) any entity succeeding to substantially all the business and assets of Tenant, (3) any subsidiary, affiliate or parent of Tenant, (4) any entity controlling, controlled by or under common control with Tenant, or (5) any entity resulting from the reorganization of Tenant outside of a bankruptcy organization. For purposes of this Lease "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. Tenant shall have the further right to assign or sublease to a third party, subject only to Landlord's reasonable and timely consent which will not be unreasonably withheld."

8. **Signs.** Section 24 of the Lease is hereby deleted in its entirety and the following substituted in place thereof:

"24. **Signs.** Notwithstanding anything in the Lease to the contrary, Tenant shall be allowed to erect or maintain all signage permitted by law or by applicable governmental authorities. Landlord shall reasonably cooperate with Tenant in obtaining any governmental approvals necessary for such signage."

9. **Notices.** Section 30 of the Lease is hereby deleted in its entirety and the following substituted in place thereof:

"30. **Notices.** All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be as follows:

If to Tenant: KeyCorp/KeyBank National Association
Attn: RE Asset Mgr —PID 2632

by mail to: P.O. Box 94839
Cleveland, Ohio 44101-4839

by overnight courier to: Mailcode: OH-01-10-0605
100 Public Square
Suite 600
Cleveland, OH 44113-2207

If to Landlord: City of Ashtabula, Ohio
4717 Main Avenue
Ashtabula, Ohio 44004

or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or three (3) business days after posting in the United States mail or one (1) business day after deposit with a national recognized overnight courier service (provided, a signed receipt is obtained)."

10. **Additional Sections.** Added to the Lease shall be the following Sections:

"36. **No Operating Covenant.** Tenant shall have the right to reduce or eliminate its business operations in the Reduced Demised Premises without being deemed to be in default

under the Lease as long as Tenant continues to pay rent and perform its other obligations under the Lease.

“37. **Exclusive Use.** Subject to any existing leases, throughout any Term of this Lease, (1) Tenant shall have the exclusive right to engage in banking, financial or lending services on the floor the Tenant occupies within the Building, and (2) Tenant shall have the exclusive right to operate any cash machine, ATM, or cash dispensing machine (other than bill changers) (collectively, the “Competing Use”) within the Building complex including all adjacent parcels under common ownership, or owned by Landlord or a related entity.”

11. **Ratification of Lease.** This Amendment shall be deemed to form a part of and shall be construed in connection with and as part of the Lease. Except as hereinbefore expressly amended, all of the other terms, covenants and conditions contained in the Lease shall continue to remain unchanged and in full force and effect and are hereby ratified and confirmed. Landlord hereby affirms that to the best of its knowledge on the date hereof no breach or uncured default by Tenant has occurred with respect to the Lease and that the Lease is in full force and effect. Unless specifically provided herein to the contrary, the modifications to the Lease provided for in this Amendment shall be made effective as of the date hereof. To the extent that any of the terms of the Lease are inconsistent with the terms of this Amendment, this Amendment shall govern and control and the Lease shall be deemed to be amended to conform to the terms of this Amendment.

12. **Binding Effect.** Each of the provisions of this Amendment shall extend to and shall, as the case may require, bind or inure to the benefit of Landlord and of Tenant, and also to each of their respective legal representatives, successors and permitted assigns.

13. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Amendment, but this Amendment shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

14. **Counterparts.** This Amendment may be executed in multiple copies and multiple counterparts, each of which shall be deemed to be and form one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first set forth on the first page of this instrument.

LANDLORD:

CITY OF ASHTABULA, OHIO

By: [Signature]

Name: James M. Timoner

Title: City Manager

TENANT:

KEYBANK NATIONAL ASSOCIATION

By: [Signature]

Name: Diane G Mannarino

Title: VP

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named KeyBank National Association, a national banking association, by Diane G. Mannarino its Vice President, on whose behalf the same was executed, who acknowledged he/she did sign the foregoing Amendment for and on behalf of said national banking association, and that the same is the free act and deed of said national banking association and the free act and deed of him/her individually and as such duly authorized corporate officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, on October 2, 2013

[Signature]

Notary Public
My commission expires:



GAIL WIGHTMAN
Notary Public, State of Ohio
Recorded in Lake County
My Commission Expires
July 23, 2018

STATE OF OHIO)
) SS:
COUNTY OF Ashtabula)

BEFORE ME, a Notary Public in and for said County and State, personally appeared James M. Timoner, the City Manager, of the City of Ashtabula, Ohio, a municipal corporation, on whose behalf the foregoing Amendment was executed, who acknowledged that she/he did sign the same for and on behalf of said corporation, and that the same is the free act and deed of said corporation and the free act and deed of him/her individually and as such duly authorized corporate officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Ashtabula Ohio, on 10/08/2013, 2013.


Notary Public
My commission expires:

Ashtabula PID 2632 Fifth Amend doc 9/20/2013



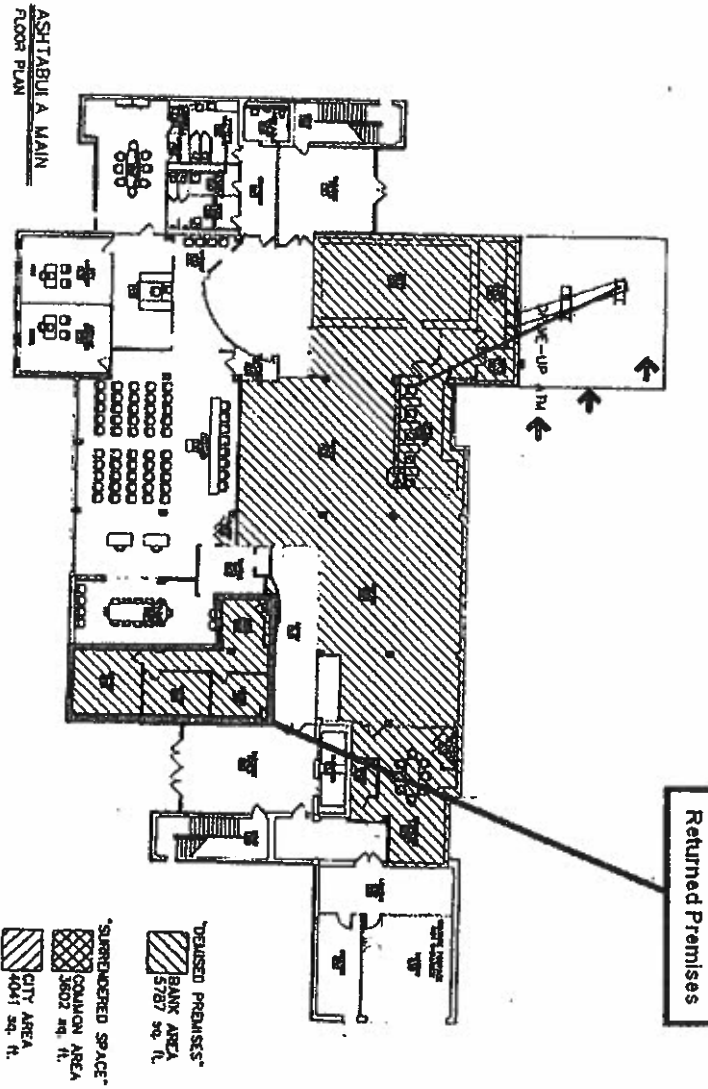
LAVETTE E HENNIGAN
NOTARY PUBLIC - OHIO
RECORDED IN ASHTABULA COUNTY
MY COMMISSION EXPIRES 1-29-2018

EXHIBIT A-1

REDUCED DEMISED PREMISES


PID 2632 / TID 22733
4717 Main Avenue, Ashtabula, OH 44004
Page 4

EXHIBIT A



APPROVAL

Approved as to legal form and correctness in accordance with Section 32 of the Charter of the City of Ashtabula, Ohio.



Michael Franklin, City Solicitor

Date: 10/8/2013

CITY OF ASHTABULA
OFFICE OF CITY MANAGER

MUNICIPAL BUILDING
4717 MAIN AVENUE
ASHTABULA, OHIO 44004



JAMES M. TIMONERE
CITY MANAGER

(440) 992-7103
Fax: (440) 992-4515

August 27, 2019

Diane G. Mannarino, VP
KeyBank National Association
Corporate Real Estate - Retail Transaction Manager
100 Public Square, Suite 600
Cleveland, Ohio 44113

Ms. Mannarino:

I am in receipt of your letter dated August 20, 2019 in which you exercise your option to renew your lease with the City of Ashtabula for the premise located at 4717 Main Avenue, Ashtabula OH 44004.

We thank you for your continued support of the City of Ashtabula and our community by maintaining your presence in our facility. Your lease will renew on May 1, 2020 and will extend until April 30, 2025. During this term, the annual rent will be \$130,000.00.

Thank you again for your commitment to our City and please contact me if there is anything further we can do.

Sincerely,

A handwritten signature in blue ink, appearing to read "James M. Timonere", is written over a blue line.

James M. Timonere

cc: Finance Department
Mike Franklin, City Solicitor



Diane G. Mannarino, Vice President
Corporate Real Estate Solutions

100 Public Square, Suite 600
Cleveland, Ohio 44113
Phone: (216) 471-2564
Diane_Mannarino@keybank.com

via FedEx Overnight
Ashtabula Downtown- PID 2632

August 20, 2019

City of Ashtabula, Ohio
Ashtabula City Finance Director
Attn: Traci Welch
4717 Main Avenue
Ashtabula OH 44004

RE: Indenture of Lease dated February 13, 1995, as may have been amended or assigned, by and between City of Ashtabula, Ohio ("Landlord") and KeyBank National Association ("Tenant") for the premises located at 4717 Main Avenue, Ashtabula OH 44004 ("the Premises")

To Whom It May Concern:

By this letter, KeyBank National Association does hereby exercise its option to renew in accordance with Section 5 of the Fifth Amendment to Lease.

Please feel free to contact me at (216) 471-2564 if you have any questions. We look forward to continuing to work with you in this mutually beneficial relationship.

Sincerely,

A handwritten signature in blue ink that reads "Diane G. Mannarino".

Diane G. Mannarino, Vice President

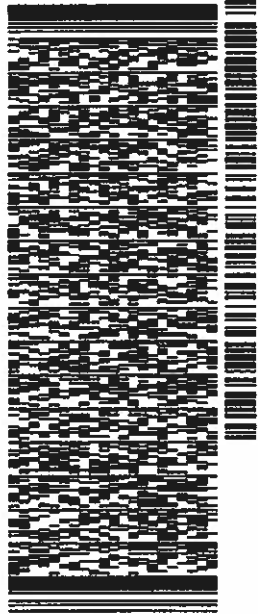
DGM/dkm

ORIGIN ID: BKLA (216) 471-2091
DENISE MASKOVYAK
KEY BANK
100 PUBLIC SQUARE
OH-01-10-0605
CLEVELAND, OH 44113
UNITED STATES US

SHIP DATE: 20AUG19
ACT WT: 0.50 LB
CAD: 104335719/MNET/4160
BILL SENDER

TO: **ATTN: TRACI WELCH, FINANCE DIRECTOR**
CITY OF ASHTABULA OH
4717 MAIN AVENUE

ASHTABULA OH 44004
(440) 992-7197
INV. FEDEX.COM
PO. PD.2622
REF: 0100.1104335
DEPT. SADM RES ADM-CLE



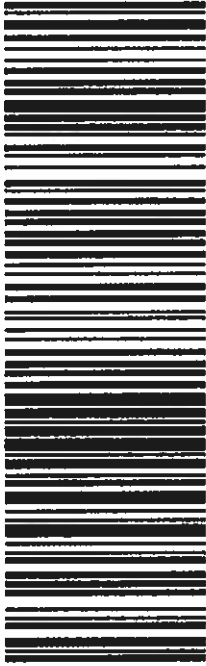
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WED - 21 AUG 3:00P
STANDARD OVERNIGHT

64 ASHA

OH-US
44004
CLE



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2. Fold the printed page along the horizontal line.
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2022

INDENTURE OF LEASE

THIS INDENTURE OF LEASE is made and entered into as of this 13th day of February, 1995, by and between SBP LIMITED PARTNERSHIP, an Ohio limited partnership, hereinafter called "Landlord", and SOCIETY NATIONAL BANK, a national banking association, hereinafter called "Tenant".

W I T N E S S E T H:

1. Demised Premises.

A. Landlord hereby leases to Tenant approximately 13,070 square feet of space located on the first floor in the Landlord's building (the "Building") located at 4717 Main Avenue, Ashtabula, Ohio, hereinafter called the "Demised Premises," as shown by hatching on the floor plan marked Exhibit A, attached hereto and made a part hereof. The Demised Premises includes the drive-through facility and automatic teller machines attached to and/or used in connection with Tenant's banking facilities. The Building is situated on the parcel of land described on Exhibit B, attached hereto and made a part hereof (the "Land"). In addition to the Demised Premises, Landlord hereby leases to Tenant the approximately 14,062 square feet of space in the basement level of the Building for the remainder of the month of February and 4,275 square feet of such space after March 1, 1995 (the "Basement Space") shown on Exhibit A. The lease of the Basement Space shall be on the same terms and conditions as the Demised Premises except that (a) the term of the lease of the Basement Space shall be for one year until March 1, 1996, and, thereafter, shall be on a month to month basis, terminable by either party hereto upon 30 days prior written notice to the other party, and (b) the rent for the use of the Basement Space shall be \$14,062.00 for the month of February, 1995

(prorated for the number of days between the Commencement Date and March 1, 1995), and \$4,275.00 per month for each month commencing March 1, 1995. In addition, Tenant shall have the right to use, free of charge, the storage space adjacent to the Basement Space until April 1, 1995, at which time Tenant shall vacate such storage space. Upon termination of the month-to-month lease, Tenant shall vacate the Basement Space and surrender the same to Landlord in the same condition as exists on the commencement date, reasonable wear and tear excepted.

B. In addition, Tenant, its agents, employees and customers, shall have the exclusive use of 40 parking spaces at locations to be agreed upon by Landlord and Tenant within the parking area designated on the parking plan marked Exhibit C, attached hereto and made a part hereof, hereafter called the "Exclusive Parking

Areas". Tenant, at its expense, shall install the necessary signage required to designate the Exclusive Parking Areas for use by bank customers only.

2. A. Term. Tenant shall hold the Demised Premises for the term of ten years. The commencement date of the term shall be February 14, 1995, and the initial term shall expire on February 28, 2005. As used throughout this Lease, the term "Lease Year" shall mean each twelve-month period during the term of this lease commencing on the commencement date, unless the commencement date is not the first day of a calendar month, in which event the first Lease Year shall begin on the first day of the first calendar month immediately following the commencement date.

B. Option to Renew. The Tenant shall have the option to extend the term of this lease for five additional terms of five years each, provided that Tenant is not in default of any and all of the terms, covenants and conditions of this lease either on the date that notice of extension is given or on the commencement date of the extended term, with due allowance given to any grace periods for the correction of any such defaults. Such option to extend shall be exercised by the Tenant by giving written notice to the Landlord not less than nine (9) months prior to the expiration date of the original or renewal term of the lease then in effect. The extension of this lease shall be upon the same terms, covenants and conditions as are contained in the lease except that the annual Base Rental payable during the applicable renewal term shall be as set forth on Schedule 1, attached hereto and made a part hereof.

3. Base Rental. Tenant covenants and agrees to pay to Landlord as rent for the use of the Demised Premises for the term hereof, the sum of \$156,840.00 per Lease Year in equal monthly installments of \$13,070.00 each. If the commencement date of the lease is other than the first day of the month, pro rata rent for the number of days remaining in said month shall be paid to Landlord on the commencement date.

All of the aforesaid shall hereinafter sometimes be referred to as the "Base Rental" and shall be payable by check or legal tender. All such sums are due and payable in advance on the first day of each and every calendar month during said term, at the office of Landlord at 29100 Aurora Road, Solon, Ohio 44139, or at such other place as Landlord may in writing designate to Tenant.

All rent and other charges payable under this lease that are not paid within ten days after the due date thereof shall be subject to a four percent (4%) late payment fee per month commencing on the eleventh day of the

month and continuing thereafter until paid in full computed upon the amount which is in default; not, however, to the exclusion of any other remedy for breach or default available to the Landlord. In the event Landlord is required to process a check from Tenant which has been returned by the bank due to any act or omission of Tenant, Landlord shall be entitled to immediate payment of a handling charge of \$50.00 in addition to any late payment charges and arrearages.

4. Additional Payments.

A. Additional Rent.

(1) For purposes of subparagraphs 4A(1)(i) and (ii) below, the "Base Year" shall be 1994, and each month 12-month period thereafter during the term of this lease shall be deemed to be the "Comparison Year." Except as hereafter stated, the annual Base Rental shall be adjusted for each Comparison Year or part thereof comprised in the term hereof by an amount equal to the Tenant's Proportion, as hereinafter defined, of any increases for the Comparison Year over the Base Year in the amount of:

(i) real estate taxes and assessments, general and special, levied upon the Land and the Building, including any tax or other imposition charged by any governmental authority (other than income or franchise tax) against the Land and the Building in substitution for said real estate taxes and assessments, in whole or in part but excluding any penalties or interest payable because of the failure of Landlord to timely pay the aforesaid; assessments shall mean only those installments thereof which are payable for the year in question or which could be payable for the year if Landlord elected to pay the assessments in installments; and

(ii) Operating Expenses, as hereinafter defined, incurred with respect to the Land and the Building.

The term "Operating Expenses" shall mean all costs and expenses paid or incurred by Landlord with respect to the operation and maintenance of the Land and the Building, including, without limitation, Common Areas and Common Facilities as defined in Paragraph 23 below which, in accordance with generally accepted accounting principles are properly chargeable to the operation and maintenance of comparable office buildings, and the cost, as reasonably depreciated by Landlord, of any capital improvement (except those hereafter specifically excluded) made after the Base Year, that reduce other Operating

Expenses but in no event will the yearly depreciation exceed the yearly operating savings. Such costs and expenses shall include, without limitation, costs of: window washing, sanitary, water and storm sewer charges, maintaining and repairing the exterior of the Building (including roof repairs and replacements but excluding structural repairs), cleaning, lighting, insuring (including, without limitation, fire and extended coverage and additional perils, public liability, property damage, sign insurance, in reasonable limits selected by Landlord), providing police, security and fire protection services, fire hydrant charges, sweeping, garbage removal, landscaping, snow removal, and all other services provided hereunder, renting and/or depreciation or expensing of machinery, equipment and tools used in such maintenance, utility charges in connection with heating and cooling the Demised Premises and the Building, and the reasonable cost of personnel and materials to implement such services and similar services and functions. Operating Expenses shall not include:

(i) the cost of any work or services provided to any tenant which is paid for by said tenant and the cost of renovating space for any tenants;

(ii) expenses for repairs or other work occasioned by fire, windstorm or other casualty;

(iii) the cost of depreciation of capital improvements which do not reduce the Operating Expenses as stated above;

(iv) depreciation of the Building;

(v) interest on debt or amortization payments on any mortgage or mortgages, and rental under any land leases or subleases;

(vi) expenses incurred in leasing or procuring tenants or other occupants (including, without limitation, advertising, marketing, and leasing commissions);

(vii) expenditures in connection with services and other benefits which are not provided to Tenant or for which Tenant is charged directly but which are provided to one or more other tenants or occupants of the Building;

(viii) costs of installing, operating, managing and maintaining specialty improvements,

including, without limitation, a cafeteria or dining facility;

(ix) Landlord's general corporate overhead and general administrative expenses;

(x) the cost of correcting any defect (latent or otherwise) in the Building;

(xi) expenses in connection with repairs or other work occasioned by the exercise of the right of eminent domain;

(xii) damages incurred due to default by Landlord or other tenants under the terms of any lease;

(xiii) costs, fines or penalties incurred due to the violation by Landlord or any other tenant or other occupant of the Building of any governmental rule, code, ordinance or law;

(xiv) salary and benefits, including taxes and insurance, for all direct employees of Landlord above the grade of building manager or equivalent position (but not excluding any third parties retained by Landlord to provide building management) and the portion thereof for any employees not working full time on the management, operation, maintenance or repair of the Building which is not reasonably allocable to the Building, and any compensation or benefits paid to clerks or attendants or other persons employed in the operation of commercial concessions or newsstands by Landlord;

(xv) any expenditures for which Landlord has been reimbursed or is entitled to reimbursement from any person or entity who has failed to pay or reimburse the same when due;

(xvi) any amount incurred by Landlord by reason of Landlord's negligence, wrongful or willful conduct;

(xvii) costs of acquiring and/or leasing sculptures, paintings and other objects of art other than in the Common Areas and Common Facilities;

(xviii) any costs included in Operating Expenses representing an amount paid to a person, firm, corporation or other entity related to Landlord in excess of the amount that

would have been paid on a fair market value basis in the absence of such relationship;

(xix) except in the case of a temporary rental or emergency service, rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment that would constitute a capital investment item if such equipment were purchased;

(xx) legal and accounting fees relating to disputes with tenants, prospective tenants or other occupants of the Building, disputes with purchasers, prospective purchasers, mortgagees or prospective mortgagees of the Land or the Building or any part of either, or negotiations of leases, contracts of sale or mortgages; and

(xxi) all ownership costs not allocable to the management, repair, maintenance and operation of the Building and Common Areas and Common Facilities.

In the event the term of this lease shall commence other than on the first day of a calendar year or terminate other than on the last day of a Comparison Year, the rental adjustments provided herein shall be prorated for the applicable portion of the part year in question.

(2) For the purpose of this subparagraph 4A, the "Tenant's Proportion" shall be the percentage equivalent of the fraction having as its numerator the total Rentable Area in the Demised Premises and having as its denominator the Rentable Area of space in the Building ("Rentable Area" shall be as defined in American National Standard 265.1-1980 Method for Measuring Floor Area in Office Buildings); provided, however, in the event that the square footage occupied by Tenant in the Building, shall be increased or decreased, the "Tenant's Proportion" shall be the percentage equivalent of a fraction having as its numerator the Rentable Area occupied by Tenant in the Building and having as its denominator the total number of square feet of Rentable Area of the Building. Landlord and Tenant agree that Tenant's Proportion computed as aforesaid is 34% (13,070 square feet divided by 38,840 square feet).

Landlord and Tenant hereby stipulate and agree that the Operating Expenses and real estate taxes and assessments for the Base Year shall be deemed to be \$103,125.00. The foregoing amount shall be used to determine the adjustment in annual Base Rental for any increases for the Comparison Year over the Base Year in the amount of Operating Expenses and real estate taxes and assessments.

(3) With respect to the payment by Tenant of Tenant's proportionate share of real estate taxes and assessments as required by subparagraph 4A(1)(i) above, Landlord shall notify Tenant of the amount of the real estate taxes and assessments applicable to the Base Year as soon as they are known. For each Comparison Year thereafter, Landlord shall notify Tenant in writing of the amount of said real estate taxes and assessments, submit proof of payment of said amount, and notify Tenant of Tenant's Proportion of any increase over the Base Year amount thereof. In the event that such amount results in any increase over the Base Year amount, Tenant shall pay Tenant's Proportion thereof to Landlord within thirty (30) days of receipt of said notice.

With respect to subparagraph 4A(1)(ii), within one hundred fifty (150) days after the close of the Base Year, Landlord shall provide to Tenant a statement of Operating Expenses, as defined hereinabove, certified by Landlord. Within one hundred fifty (150) days after the close of each Comparison Year thereafter, Landlord shall provide to Tenant a statement of Operating Expenses, certified by Landlord, and notify Tenant of Tenant's Proportion of any increase over the Base Year thereof. In the event that such notice reflects an increase in said Operating Expenses during the Comparison Year over the Base Year amount, within thirty (30) days following receipt of said notice Tenant shall pay to Landlord Tenant's Proportion thereof.

Each year during the term after the first Comparison Year, in order to provide for current payments on account of any increases in real estate taxes and assessments and/or Operating Expenses over the Base Year applicable to such expenses, Tenant agrees that all monthly installments of rent coming due thereafter shall be adjusted by Landlord to the extent necessary to pay an estimated Adjusted Base Rental for the succeeding Comparison Year. The estimated Adjusted Base Rental shall be paid in monthly installments equivalent to one-twelfth (1/12) of the amount of the adjustment for the prior Comparison Year; provided, however, that the first monthly payment made after the estimated Adjusted Base Rental for the succeeding Comparison Year is computed shall include the monthly adjustment for the months which have elapsed in the Comparison Year then in effect prior to the said first monthly payment. If, as finally determined, Tenant's share shall be greater than or less than the aggregate of all installments so paid on account to the Landlord for a Comparison Year, then Tenant shall pay to Landlord the amount of such underpayment, or the Landlord shall credit Tenant for the amount of such overpayment against the next installments of Base Rental due hereunder, or if none, shall promptly refund the overpayment to Tenant.

(4) Within thirty (30) days following receipt by Tenant of the statement of Operating Expenses and real estate taxes from Landlord as provided in the foregoing subparagraph 4A(3), Tenant shall be entitled to notify Landlord in writing of any claim by Tenant with respect to the accuracy of the determination of the amount paid by Tenant to Landlord pursuant to the provisions of subparagraph 4A(3). Notwithstanding any such claim by Tenant or any contest initiated by Tenant as permitted by the provisions of subparagraph 4A(5) below, a payment from Tenant to Landlord as provided in subparagraph 4A(3) shall be paid in accordance with the provisions of subparagraph 4A(3).

In the event that any such claim of Tenant shall not be resolved by the parties within thirty (30) days of said written notice of said claim, said claim shall be settled and determined by arbitration in accordance with the commercial rules of the American Arbitration Association, or its legal successors, then in effect; and the decision of said arbitration, including the decision with respect to the allocation of costs of said arbitration as between the Landlord and Tenant, shall be binding upon Landlord and Tenant. Within ten (10) days following receipt of notification of the decision of said arbitration or the final determination of any contest initiated in accordance with the provisions of subparagraph 4A(5), Landlord shall pay to the Tenant any amount due the Tenant by reason of said decision of the arbitration or conclusion of said contest.

(5) Tenant, upon prior written consent from Landlord, shall be entitled to contest, in good faith, in the name of Landlord or Tenant, by appropriate proceedings diligently conducted, the validity or applicability, as the case may be, of any:

(a) law or requirement or any proposed law or requirement of any governmental authority;

(b) tax, assessment or other governmental charges; or

(c) requirement of insurance carrier,

which during the term of this lease shall be levied, assessed, imposed, demanded or threatened to be levied, assessed, imposed or demanded by any governmental authority or insurance carrier, or alleged by any person to have been imposed, or with respect to or in connection with, the possession, occupation, alteration, maintenance, repair or use of the Demised Premises or any part thereof to the extent that the same shall affect Tenant's occupancy of the Demised Premises or the amount of additional rental

hereunder. Landlord shall be obliged reasonably to cooperate with Tenant in any such contest which Tenant shall elect to undertake, and to that end shall make available to Tenant all books and records of the Landlord and all employees and agents of Landlord with personal knowledge of facts relating to any such contest. Tenant agrees to indemnify and save harmless the Landlord from any and all loss, cost, damage, expense, penalty or any liability whatsoever resulting from or in any manner arising out of the delay or failure to pay when due, discharge or comply with any such law, tax, assessment or other governmental charge, or requirement of any insurance carrier as aforesaid which Tenant shall so contest. Any such contest which the Tenant shall elect to undertake shall be at the Tenant's expense. Any refund or the applicable portion thereof resulting from such contest shall be the property of Tenant to the extent that it is based upon a payment made by Tenant.

5. Services. Landlord shall provide, at Landlord's expense, the following services:

A. Landlord shall provide Tenant water (at standard temperatures for ordinary drinking and sanitary purposes and for any coffee room and/or kitchen facilities), gas, electricity and sewage services to the Demised Premises.

B. Landlord shall provide heat and air conditioning services to the Demised Premises and the Building to the extent required to maintain temperatures compatible with normal standards of comfort, daily from 7:00 A.M. to 6:00 P.M. (Saturdays from 8:00 A.M. to 1:00 P.M.), Sundays and Holidays (as hereafter defined) excepted, such times being hereinafter referred to as "Business Hours". Holidays shall mean New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas.

C. Landlord shall pay all charges for electricity and other utility services and supplies that are required for the usual and customary use of the Common Areas and Common Facilities, and for all utilities supplied to the Building and the Demised Premises.

D. Landlord shall keep and maintain the Building (and shall provide cleaning and maintenance service for the Common Areas and Common Facilities) so as to maintain and keep the Building and the Common Areas and Common Facilities in the condition customarily maintained for comparable office buildings. Landlord shall cause all necessary removal of snow and ice from the parking lot and adjacent sidewalks to be performed before 8:00 A.M. Cleaning shall be provided five days (Monday through

Friday) per week by bonded personnel only. Tenant shall be responsible for cleaning and janitorial services within the Demised Premises.

E. Landlord shall keep, maintain and update the existing Building Directory (if any) on the ground floor level of the Building for use by all tenants of the Building.

F. Landlord shall provide access to the elevator in the Building to Tenant, its agents and employees. Tenant shall have access to the Demised Premises 24 hours a day, 365 days a year.

Should Tenant require services of the type set forth above for periods other than or in quantities greater than described therein, Landlord shall, upon reasonable prior notice from Tenant, provide such additional service subject to Tenant's agreement to pay for such additional service in an amount equal to Tenant's equitable share of Landlord's cost of providing same. Charges for additional services shall be due and payable to Landlord within thirty (30) days from the date of Landlord's billing for such services.

It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident or of repairs, alteration or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord. Any such interruption or discontinuance of services shall never be deemed an eviction or a disturbance of Tenant's use and occupancy of the Demised Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this lease, unless such interruption or discontinuance shall have been caused by or through the negligence of Landlord, Landlord's agents, contractors or invitees. Notwithstanding the aforesaid, if the interruption lasts for longer than 24 consecutive hours, regardless of the cause of the interruption, and such interruption substantially interferes with the operation of Tenant's business, the Base Rental shall be abated during the remainder of such interruption. In any event, the Landlord shall use reasonable efforts to restore services to the condition of comparable office buildings as soon as reasonably possible.

6. Utilities. Tenant shall pay only for the telephone and Landlord shall pay for all other utilities supplied to the Demised Premises.

7. Use. The Demised Premises shall be used for general financial and retail services and all activities incidental thereto, and for any other legal and proper purposes thereat subject to the limitations set forth in this paragraph. Tenant shall not use or occupy, or permit the use or occupancy of, the Demised Premises, or any part thereof, in any unlawful manner or for any illegal purpose or in such a manner as to constitute a nuisance or violate the terms and conditions of any certificate of occupancy or equivalent use permit applicable to the Demised Premises, or for any purpose or in a manner likely to cause structural injury, and shall not use or occupy or permit the use or occupancy of the Demised Premises for other than purposes of the nature and to the extent permitted by the laws, rules, regulations, and ordinances of the applicable governmental authorities and their agencies. If Tenant cannot use the Demised Premises for the specific purpose set forth above due to a change in the zoning laws, ordinances or regulations applicable to the Demised Premises and said laws, ordinances or regulations are enforced to prohibit such use for a period of 10 days or more, Tenant shall have the right to terminate this lease by giving Landlord written notice thereof.

8. Compliance With Laws. Tenant shall, at Tenant's own expense but subject to Tenant's right to contest the validity thereof, promptly comply with the requirements of every applicable statute, law and ordinance, including environmental laws related to the operation of its business, and with every applicable lawful regulation and order with respect to the condition and maintenance of the Demised Premises to the extent that Tenant is obligated to repair and maintain the same, and with respect to Tenant's use or occupation of the Demised Premises. Tenant shall likewise comply with any applicable regulation or order of the applicable Board of Fire Insurance Underwriters, or other body having similar functions, or of any liability or fire insurance company by which the Demised Premises may be insured, with respect to Tenant's use and occupancy of the Demised Premises. Tenant shall not knowingly permit any article to be brought upon, or any act to be done upon or about, the Demised Premises that shall cause the cancellation of any policy of insurance thereon or cause an increase in the rate of premium of any such insurance.

Tenant agrees to comply with the Americans With Disabilities Act of 1990 ("ADA") (42 USC §12101 et seq.) and its Accessibility Guidelines ("ADAAG"), and all regulations or amendments promulgated thereunder in connection with Tenant's responsibility for the Demised Premises as specifically set forth in this lease and as applicable to Tenant's obligations under any other relevant provisions of this lease. Landlord agrees to comply with

and to cause the Building to be in compliance at all times with the ADA and its ADAAG, and all regulations or amendments promulgated thereunder in connection with Landlord's responsibility for repair and maintenance of structural portions and the exterior of the Building, the operation, repair, maintenance, and accessibility of the Common Areas and the Common Facilities in the Building, and as applicable to Landlord's obligations under any other relevant provisions of this lease.

9. Repairs; Surrender. Subject to Landlord's obligation to maintain the heating, ventilating and air conditioning system and other Building components throughout the term of this lease, Tenant will take good care of and keep in good condition the nonstructural portions of the interior of the Demised Premises, and shall be responsible for repairs to installations and leasehold improvements made by Tenant in the Demised Premises. Tenant will keep the entire Demised Premises in a safe and healthy condition according to the applicable governmental ordinances and the direction of the proper public officers. Tenant further agrees to deliver up and surrender to Landlord possession of the Demised Premises upon the expiration or other termination of this lease in as good condition as when taken, ordinary wear and tear and damage from fire and other casualty excepted.

Landlord shall, at its expense, maintain and make all necessary repairs and replacements structural and otherwise, to the Building, including without limitation, exterior walls, slab floor, roof and outside doors, the heating, ventilating and air conditioning system, plumbing system, electrical system, and other component parts of the building, elevator and the exterior of the Building, and shall maintain the same in good condition and repair. All repair work shall be of first-class quality and done in a good and workmanlike manner least likely to cause disruption to Tenant or materially impair Tenant's use of the Demised Premises. Notwithstanding anything in the preceding two sentences to the contrary, Tenant shall be responsible for maintaining the roof of the Building as set forth in Exhibit D, attached hereto and made part hereof.

10. Alterations. From and after the commencement date of the lease Tenant shall make no structural alterations in, or additions or improvements to, said Demised Premises without the written consent of Landlord first had and obtained, which consent will not be unreasonably withheld or delayed. In the event any permitted alterations, additions or improvements in or to said Demised Premises are made by Tenant, the Tenant covenants and agrees that Tenant will make all such alterations, additions or improvements in or to said Demised Premises at Tenant's own expense. Any such

permitted alterations, additions or improvements which are begun by Tenant shall be completed by Tenant. Tenant shall, in making any such alterations, additions or improvements, and/or in using and/or occupying the Demised Premises, comply with all applicable laws and ordinances pertaining to such work and/or such use or occupancy. Any additions, alterations or improvements made by Tenant shall, except as hereafter stated, become and remain a part of the Demised Premises, and be and remain the property of Landlord upon the termination of this lease or Tenant's occupancy of the Demised Premises. In any event, Tenant shall have the right, but not the obligation, to remove all Tenant's trade fixtures, furnishings and other personal property in the Demised Premises including without limitation, automatic teller machines, vaults, safe deposit boxes, and teller counters, that have been placed there by Tenant even though the same be attached to the Demised Premises, provided that the removal of such annexation shall be effected before the expiration of said term, all debris shall be removed from the Demised Premises and Tenant shall repair the portion of the Demised Premises damaged by such removal to its condition prior to Tenant's installation of the improvement or trade fixture.

11. Eminent Domain.

A. If the whole of the Demised Premises or Common Areas referred to hereinbelow, or such part thereof as shall substantially interfere with the Tenant's use and occupancy thereof, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, the Tenant or the Landlord may at Landlord's or Tenant's option terminate this lease effective as of the date possession is taken by said authority by written notice to the other within thirty (30) days after the date possession is taken by said authority. If neither party so elects to terminate, this lease shall continue in full force and effect except that the rent shall be equitably reduced and Landlord, at Landlord's expense, shall promptly proceed to restore the Demised Premises and Common Areas to a condition as nearly equivalent as feasible to their condition prior to said taking.

B. If the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, this lease shall not terminate and Landlord shall be entitled to the entire amount of the award as the owner of all interests in the real estate without deduction for any estate or interest of Tenant in said real estate. Landlord, at Landlord's expense, shall promptly proceed to restore the Demised Premises and Common Areas and Common Facilities to

substantially their same condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Demised Premises of which, Tenant shall be so deprived on account of such taking and restoration.

C. If this lease is terminated pursuant to this paragraph, Tenant shall not because of such taking assert any claim against the Landlord or the taking authority for any compensation because of such taking, and Landlord shall be entitled to receive the entire amount of any award as the owner of all interests in the real estate without deduction for any estate or interest of Tenant. Tenant shall, however, have the right to pursue, at Tenant's expense by separate claim against the taking authority, any rights Tenant might have as Tenant for Tenant's cost of moving or relocating any trade fixtures, equipment, or other personal property that Tenant placed upon the Demised Premises, for the unamortized cost of leasehold improvements made by Tenant or for the recovery of any other provable damages to Tenant's business, provided that such claim shall not result in a reduction of Landlord's award.

12. Rights of Landlord Upon Default.

A. This lease is made upon the condition that Tenant shall punctually perform all of its covenants and agreements as herein set forth and if,

(1) Tenant defaults in payment of rent, or additional rent, or any additional charge or amount of money to be paid by Tenant as provided in this lease, and such default shall continue uncorrected for a period of ten (10) days after written notice to the Tenant thereof (provided, however, that Landlord shall not be obligated to send written notice of a monetary default more than two times during any Lease Year); or

(2) Tenant defaults in the prompt and full performance and observance of any of the terms and conditions of this lease to be performed or observed by Tenant and not relating to the payment of money, and any such default shall continue uncorrected for a period of thirty (30) days after written notice to the Tenant thereof, or if any such last mentioned default cannot reasonably be corrected within such 30-day period, then if Tenant shall not within such period have commenced in good faith to correct such default,

(3) any execution, lien, attachment or other order of court shall be issued upon or against the interest of Tenant in this lease and shall continue for a period of sixty (60) days after notice,

then in any such event, in addition to any and all rights and remedies allowed by law and equity, Landlord may forthwith terminate this lease and Tenant's right to possession of the Demised Premises, or Landlord may, without terminating this lease, terminate Tenant's right to possession of the Demised Premises but in either case only by process of law in a court of competent jurisdiction.

B. Upon the termination of this lease, or upon the termination of Tenant's right to possession without termination of this lease:

(1) Tenant shall surrender possession and vacate the Demised Premises, and Landlord may enter into and repossess said Demised Premises, but only with process of law, and remove all persons and property therefrom in the same manner and with the same right as if this lease had not been made; and

(2) After repossession by process of law Landlord may remove from the Demised Premises any and all property found therein, and such repossession shall not release Tenant from Tenant's obligation to pay the rents herein provided.

C. In the event of any repossession by Landlord without terminating this lease, Landlord shall use reasonable efforts to relet and keep rented the Demised Premises or any part thereof, as agent of Tenant, to any person, firm or corporation, and on such terms as Landlord may determine, provided that Landlord shall use reasonable efforts to mitigate damages to Tenant arising from Tenant's continuing liability under this lease. Landlord may make reasonable repairs, alterations and replacements in or to the Demised Premises to the extent reasonably necessary and advisable for the purpose of reletting the Demised Premises, and the making of such repairs, alterations, additions and replacements shall not operate or be construed to release Tenant from liability hereunder; and Tenant shall upon demand pay the cost thereof, together with Landlord's expense of reletting (including reasonable legal expenses/attorneys' fees and brokerage commissions). If the rents collected by Landlord upon any such reletting are not sufficient to pay monthly the full amount of the rent reserved herein, together with the cost of such repairs, alterations, additions, replacements and expenses,

Tenant shall pay to Landlord the amount of each monthly deficiency upon demand, and if the rent so collected from any such reletting is more than sufficient to pay the full amount of the rent reserved herein, together with such costs and expenses of Landlord, Landlord shall credit such amounts against any sums owed by Tenant under this lease.

D. Any and all property which may be removed from the Demised Premises by Landlord may be handled, removed, stored or otherwise disposed of by Landlord at the risk and expense of Tenant, and Landlord shall in no event be responsible for the preservation or the safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property, so long as the same shall be in Landlord's possession or under Landlord's control. If any property shall remain in the Demised Premises or in the possession of Landlord, and shall not be retaken by Tenant within a period of thirty (30) days from and after the time when the Demised Premises are repossessed by Landlord under the terms of this lease, said property shall conclusively be deemed to have been forever abandoned by Tenant.

13. Bankruptcy. (1) If Tenant shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof, or any involuntary bankruptcy shall be filed against the Tenant and such action/filing shall not be dismissed within sixty (60) days thereafter; or (2) a receiver or Trustee shall be appointed for all or substantially all of the assets of Tenant, and such receivership or trusteeship shall not be terminated or stayed within sixty (60) days, Landlord shall have the option to pursue any remedy at law or equity in addition to all other rights and remedies available to Landlord pursuant to the United States Bankruptcy Code.

14. A. Landlord's Access to Demised Premises. Subject to Tenant's security requirements, Landlord reserves the right to enter the Demised Premises during the Business Hours of Tenant, or at any time in case of an emergency, for the purpose of examining, repairing, renovating and protecting the Demised Premises or the Building, as may be necessary or desirable in the operation or improvement of the Building, or for the purpose of showing the Demised Premises to a prospective purchaser or mortgagee, and also during the last nine (9) months of the term of this lease for the purpose of exhibiting the Demised Premises to prospective tenants.

B. Right to Cure. If Landlord shall default in the performance of any covenant, condition or stipulation contained in this lease, the Tenant may, if said default remains uncorrected for a period of thirty

(30) days after written notice to Landlord, or if such default cannot reasonably be corrected within such 30-day period, then if Landlord shall not within such period have commenced and continued in good faith to correct such default, or without notice if, in the Tenant's reasonable opinion an emergency exists, perform the same for the account and at the expense of Landlord. In addition, Tenant shall have the right of "self-help" with respect to snow removal if Landlord fails to remove snow promptly from the parking lot and sidewalks after accumulation of two inches or more. Any payments made or other expenses incurred by Tenant for such purpose shall be forthwith repaid by Landlord, or the amount thereof, at the option of Tenant, may be credited against future rental payments of Tenant until credited in full.

15. Insurance. Landlord covenants and agrees that at all times after the commencement of the term hereof, Landlord shall obtain and keep in force commercial property insurance insuring the Building against loss or damage by all causes of loss or perils covered under a "special form" or "all risk" policy of commercial property insurance (or such equivalent form of coverage from time to time available so long as such insurance covers those risks that are currently covered under a "special form" or "all risk" policy of commercial property insurance), in the amount of the replacement value of the Building. Tenant shall obtain and keep in force, during the term of this lease, commercial property insurance to cover the physical loss of Tenant's personal property in amounts sufficient to cover Tenant's interest. However, so long as Tenant shall have a combined capital and surplus in excess of \$25,000,000, Tenant shall be permitted to self-insure its property.

Tenant hereby expressly waives any right of recovery against the Landlord for any and all liability and expense for loss, damage or destruction of the Tenant's property resulting from perils or causes of loss ordinarily covered by a "special form" or "all risk" policy of commercial property insurance, notwithstanding that the damage may be due to the negligent acts or omissions of Landlord, Landlord's agents or employees. Landlord hereby expressly waives any right of recovery against the Tenant for loss, damage or destruction of Landlord's property resulting from perils or causes of loss ordinarily covered by a "special form" or "all risk" policy of commercial property insurance, notwithstanding that the damage may be due to the negligent acts or omissions of Tenant, Tenant's agents or employees. Each of Landlord and Tenant shall place Landlord's and Tenant's respective insurance with companies that will agree to acknowledge, by endorsement to the policies of the insured if necessary, that the insurance will not be invalidated should the insured waive

in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described therein.

Tenant agrees to carry commercial general liability insurance with respect to its operations at the Demised Premises with limits of not less than One Million Dollars (\$1,000,000) for injury to one person in any one accident, and not less than Two Million Dollars (\$2,000,000) for injury to all persons in any one accident, and not less than Five Hundred Thousand Dollars (\$500,000) for damages caused to all properties in any one accident. Tenant will furnish to Landlord upon request a certificate evidencing such insurance. The insurance policies shall designate specifically that Landlord is named as an additional insured thereunder.

Landlord and Tenant hereby waive all rights of recovery and causes of action against the other, the other's agents and employees, and all persons claiming through or under the other, relating to loss of business, business interruption or loss of rentals resulting from any damage or destruction to the Building, the Demised Premises or any of Tenant's or Landlord's property contained in the Building or the Demised Premises, notwithstanding that any such damage or destruction may be due to the negligence of Landlord or Tenant, their respective agents or employees, as the case may be.

16. A. Indemnity from Tenant. Except as waived by Landlord pursuant to Paragraph 15, Tenant agrees that Landlord shall not be liable for any use to which the Demised Premises are put or any damage either to person or property because of any injury, loss of life, loss or damage to or total destruction of merchandise or property resulting from such use. Tenant agrees that Tenant will at all times save and keep Landlord and the Demised Premises free and harmless from and against any and all liens placed or permitted to be placed thereon by Tenant, or by any other person claiming by, through, from or under Tenant, and from and against any and all loss, cost, damage, suits, fines, penalties, liability or expense, including attorneys' fees, occasioned (i) by the act or neglect of Tenant, or any of Tenant's agents or employees, or those claiming or holding under Tenant, (ii) by the breach, violation or nonperformance of any covenant, condition or agreement in this lease by Tenant or any of Tenant's agents or employees or those claiming or holding under Tenant, or (iii) arising out of an accident causing death or injury to any person whomsoever, or damage to any property whatsoever resulting from any use of the Demised Premises by Tenant or any person holding under Tenant, or Tenant's employees, licensees or invitees, unless caused by the negligence of Landlord, its employees, licensees, agents or invitees.

B. Indemnity from Landlord. Except as waived by Tenant pursuant to Paragraph 15, Landlord agrees to indemnify and save harmless Tenant from and against any and all claims by or on behalf of any person, firm or corporation, arising from the occupancy, conduct, operation or management of the building by Landlord, from any work or thing whatsoever done by Landlord or which was not done (if required to be done) by Landlord in or about the Building, arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to the terms of this lease, or arising from the violation by Landlord of any laws or ordinances affecting the Building or any part hereof or the ownership thereof, and from and against all costs, expenses, losses, damages and liabilities incurred in connection with any claim or action or proceeding brought thereon (including, without limitation, the reasonable fees of attorneys).

Landlord shall indemnify, defend and hold harmless Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term as it may be extended, from or in connection with the presence or suspected presence of Hazardous Substances (as hereafter defined), in the Demised Premises, the Building or in or under the Land, unless the Hazardous Substances are present solely as a result of the negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees or contractors. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the Demised Premises, the Land or the Building or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of the negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees or contractors. This indemnification shall specifically include, but shall not be limited to, any and all costs due to Hazardous Substances which flow, diffuse, migrate or percolate into, onto or under the land after the term commences. The term "Hazardous Substances" shall mean any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, asbestos, radon, lead, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of 'hazardous substances', 'hazardous wastes', 'hazardous materials', 'toxic materials' or 'toxic substances' under any applicable federal, state or local laws or regulations now or hereafter in effect.

17. Destruction of Demised Premises.

A. Except as provided in subparagraph 17B below, if the Demised Premises, or any part thereof, shall be destroyed or damaged at any time during the term of the lease then in effect, and such destruction or damage may reasonably be repaired within one hundred twenty (120) days from the happening of such destruction or damage, Tenant shall not be entitled to surrender possession of the Demised Premises or any part thereof; but in case of any such destruction or damage, Landlord shall at Landlord's expense repair the same with all reasonable speed and shall complete such repairs within one hundred twenty (120) days from the happening of such destruction or damage, subject to delays beyond Landlord's reasonable control. In the event that any destruction or damage cannot reasonably be repaired within one hundred twenty (120) days from the happening of such destruction or damage, either Landlord or Tenant shall have the right to terminate this lease by giving written notice to the other within thirty (30) days from the happening of such destruction or damage, in the absence of which notice Landlord shall at Landlord's expense repair the same with all reasonable speed.

B. If the Demised Premises, or any part thereof, shall be destroyed or damaged by fire or other casualty at any time during the last year of the term of the lease and the same can be reasonably repaired or restored within sixty (60) days following such occurrence, this lease shall not terminate; but in case of any such damage or destruction, Landlord shall at Landlord's expense repair the same with all reasonable speed and shall complete such repair within sixty (60) days from the happening of such damage or destruction, subject to delays beyond Landlord's reasonable control. In the event that any such damage or destruction cannot reasonably be repaired within sixty (60) days following such occurrence, the Tenant or the Landlord may elect to terminate this lease by written notice to the other within thirty (30) days following such damage or destruction, in the absence of which notice Landlord shall at Landlord's expense repair the same with all reasonable speed.

C. If any damage or destruction to the Demised Premises or the repair or rebuilding thereof, or of the Building, shall render the Demised Premises untenable in whole or in part, Tenant shall be allowed a proportionate reduction or abatement of the rent and additional rent payable hereunder corresponding to the time and floor space of which Tenant shall be deprived (giving due consideration to the reasonable use of the remaining portion of the Demised Premises) from the date of the occurrence of such damage or destruction until the date Landlord completes the repair or restoration thereof.

D. For the purposes of subparagraph 17B above, the phrase "term of the lease" shall mean the next renewal term of this lease if Tenant, at any time prior to the expiration of thirty (30) days after the occurrence of said destruction or damage, shall have exercised Tenant's next option to extend the term pursuant to the provisions of Paragraph 2B above.

18. Loss or Damage to Tenant's Property.
All trade fixtures, equipment, inventory and all other personal property belonging to Tenant, Tenant's agents, or Tenant's guests, located in or about the Demised Premises, shall be at the sole risk of Tenant, and Landlord shall not be liable for the theft or misappropriation, nor for any damage or injury thereto, nor for any damage or injury to Tenant, or any of Tenant's officers, agents, employees, licensees or guests, or to other persons or to any property caused by fire, explosion, wind, water, rain, snow, frost, steam, gas, electricity, any acts of God, heat or cold, dampness, falling plaster and/or ceilings, sewers or sewage odors, noise, leaks from any part of said building, or by the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by any act or neglect of any other tenant or of any person; provided, however, subject to the provisions of Paragraph 15, Landlord shall not be relieved of liability for the negligence, intentional wrongful acts or omissions of Landlord, Landlord's agents and employees.

19. Assignment and Subletting. Tenant may sublet all or any part of the Demised Premises provided Tenant shall remain liable as Tenant for the performance of all of the conditions and covenants on the part of Tenant to be performed under this lease. Tenant may assign this lease or any interest Tenant may have hereunder, provided that either

A. such assignee has a minimum net worth at least equal to Tenant's at the time of such assignment, or

B. the signed written consent of the Landlord to any such assignment shall first be obtained (which consent Landlord will not unreasonably withhold or delay).

The right on the part of Tenant to assign this lease under any of the foregoing provisions of this Paragraph 19 shall be upon the express condition that such assignment shall be in writing, executed by Tenant and the assignee, that in such writing the assignee shall, in consideration of such assignment, agree to assume, perform and be bound by all of the terms, obligations and conditions on the part of Tenant to be performed under this lease, and that a duplicate

executed counterpart of such instrument of assignment and assumption shall be delivered to Landlord within thirty (30) days after the execution thereof.

Notwithstanding the aforesaid the Tenant may, without such written consent of the Landlord provided for in clause A above, assign this lease to any parent, subsidiary or affiliated corporation of the Tenant or to any corporation resulting from any merger, consolidation or reorganization to which the Tenant may be a party or to any corporation to which the Tenant may sell all or substantially all of its assets, provided the assignee assumes all covenants on the part of Tenant to be performed under this lease. In the event of any assignment pursuant to the preceding sentence, Tenant shall remain liable to Landlord for the performance of all covenants and agreements under this lease assumed by the assignee.

20. Limitation of Landlord's Liability: Management.

A. The term "Landlord," as used in this lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Demised Premises. In the event of any transfer or transfers of title to such fee, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be freed and relieved from and after the date of such transfer and conveyance of all liability with respect to performance of any covenants or obligations on the part of Landlord contained in this lease thereafter to be performed. Without further agreement, the transferee of such title shall be deemed to have assumed and agreed to observe and perform any and all obligations of the Landlord hereunder during the transferee's ownership of the Demised Premises. Except as set forth in subparagraph 20B, Landlord may transfer Landlord's interest in the Demised Premises without the consent of Tenant, and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this lease.

B. Landlord covenants and warrants to Tenant that Landlord (or an affiliate of Landlord) shall, at all times during the first three Lease Years, manage the operations of the Building.

21. Mortgage Subordination. The Tenant understands that Landlord may have or hereafter desire to place a mortgage upon all or part of the Land and the Building. It is further understood that the mortgagee of said mortgage may require that the within lease be subordinated to said mortgage, in which event Tenant agrees

to execute any document required by such mortgagee to evidence such subordination; provided, however, that the mortgagee of any such mortgage shall covenant in writing that the Tenant's leasehold interest hereunder shall not be foreclosed in any action brought under such mortgage or in the event of a sale of the Demised Premises as a result of said action if at the time of bringing an action to foreclose or at the time of said sale the Tenant is not in default in the payment of rental or in the performance of any other obligation under this lease, with due allowance to be given for the payment of any past due rental or for the correction of any other default by Tenant within the period of time permitted after any notice is given or required to be given by the terms of this lease. It is further understood that the mortgagee of said mortgage may require that the Tenant agree to attorn to any purchaser of the property in the event that the same should be sold through foreclosure proceedings, and that the Tenant agrees to waive any and all rights to treat any such foreclosure proceedings as a breach of the lease by Landlord, in which event Tenant agrees to execute any document required by such mortgagee to evidence such agreements. Tenant agrees to execute the aforesaid documents promptly upon request and in no event longer than thirty (30) days after receipt.

Regardless of whether the mortgagee of Landlord requests a subordination or attornment agreement, in the event there is an existing mortgage or mortgages against the Building and the Land. Landlord agrees to obtain for Tenant a nondisturbance agreement in form reasonably acceptable to Tenant and Tenant's counsel. It shall be a condition precedent for the continued effectiveness of this lease that such nondisturbance agreement be obtained from such mortgagee or mortgagees. In the event the nondisturbance agreement cannot be promptly obtained Tenant shall have the right, at its option, to terminate this lease without further liability upon thirty (30) days prior written notice to Landlord.

22. Estoppel Certificate by Tenant. Tenant will execute, acknowledge and deliver to Landlord, promptly upon request and in no event longer than thirty (30) days after receipt, a certificate certifying that (a) this lease is unmodified and in full force and effect (or, if there have been modifications, that the lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which basic rent, additional rent and other sums payable hereunder have been paid, and (c) no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, it being intended that any such certificate may be relied upon by any prospective purchaser or mortgagee of the property or any part thereof.

23. A. Common Areas. "Common Areas" and "Common Facilities," as used in the within lease, include, without limitation, all of the parking areas, entranceways, approaches, sidewalks and service areas located on the Land, and all public or semipublic parts of the Building, including, without limitation, halls, exits, stairs, lavatories, doors or windows, restrooms and lounge areas. Landlord shall at all times operate, manage, equip, light, repair, replace and maintain the Common Areas and Common Facilities for their intended purposes in a manner befitting comparable office buildings, and shall likewise maintain the Exclusive Parking Areas. Landlord shall keep the Common Areas and Common Facilities reasonably free from debris, ice and snow in the manner befitting comparable office buildings.

The Tenant, Tenant's agents, employees and invitees, shall have the right to use said Common Areas and Common Facilities jointly with Landlord, Landlord's agents and employees, and other tenants of the Building, their agents, employees and invitees. All of such use of any of the Common Areas and Common Facilities shall be such as will not unreasonably obstruct or interfere with the joint use thereof, and shall be in compliance with all applicable laws, rules and regulations.

Tenant shall have the exclusive right to maintain marketing materials in the entry areas adjacent to the Demised Premises, so long as it does not unreasonably impede access through the Common Areas.

B. Rules and Regulations. Landlord reserves the right to, and Tenant agrees that Landlord may at any time and from time to time, for the general welfare of the Demised Premises and the Building, the avoidance of nuisance and the maintenance of a good reputation, safety, order and cleanliness in the Demised Premises, impose reasonable rules and regulations of general application to all tenants in the Building governing the conduct of tenants in the Demised Premises and the use of the Common Areas and Common Facilities. Tenant agrees to comply with and cause its employees and agents to comply with any and all such rules and regulations imposed upon it by Landlord once the same are promulgated to all the tenants. Landlord shall cause other tenants of the Building to comply with and perform any and all such rules and regulations.

24. Signs and Building Name. A. Tenant shall have the right to maintain or upgrade or remove its existing signs that is attached to the Building. In addition, Tenant shall have the right at its option to install a free standing sign and directional signs outside of the Building, or any other signs necessary for the operation of its business, provided such signs are in

compliance with all applicable governmental rules and regulations. Such exterior signs shall be subject to the prior written approval of Landlord as to design, size and location, which approval shall not be unreasonably withheld or delayed.

Signs outside the Demised Premises may be installed by Tenant at Tenant's expense with Landlord's prior written consent not to be unreasonably withheld or delayed. Any signs installed by Tenant at Tenant's option, upon the written request of Landlord, shall be removed by Tenant at Tenant's expense upon the expiration or sooner termination of this lease, and all damage caused by the removal of such signs shall be fully repaired at the cost and expense of Tenant.

B. For so long as Tenant leases at least 35% of the leasable area in the Building, the name of the Building shall be the "Society Building" and Tenant shall have right to change such name at any time during the term of this lease to such other name as Tenant may be using in its banking business. Tenant shall give Landlord not less than 30 days prior written notice of any such name change.

25. Covenant Against Waste. Tenant agrees that Tenant will not commit waste in or upon the Demised Premises or any portion thereof.

26. Quiet Enjoyment. The Landlord covenants that Landlord has a lawful ownership interest in the Building and the Land and has the right to make this lease for the term aforesaid, as it may be extended. Conditioned upon the prompt performance and observance by the Tenant, Tenant's agents and employees of all of the terms, covenants and conditions hereof required to be performed or observed by Tenant, Tenant's agents and employees, Tenant shall at all times during the term of this lease have the peaceable and quiet enjoyment of the Demised Premises.

27. Withholding Premises. Should Tenant withhold from Landlord possession of the Demised Premises after the expiration or termination of this lease, whether by lapse of time or otherwise, such withholding shall constitute only a month-to-month tenancy.

28. Effect of Demand. Any demand for rent upon the Tenant after the same shall have become due and payable, or for the performance or observance of any covenant or condition of this lease after the same is required to be performed or observed under the provisions hereof, shall have the same effect as though made at the time and place such rent became due or such obligation

should have been performed or observed, any law to the contrary notwithstanding.

29. Effect of Waiver. No waiver of any condition or covenant of this lease or of the breach of any condition or covenant shall be taken to constitute a waiver of any subsequent breach of such condition or covenant, or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant thereof. The acceptance of rent by the Landlord at any time when the Tenant is in default of any covenant or condition shall not be construed as a waiver of such default or of the Landlord's rights under Paragraph 12 above on account of such default, nor shall the payment of rent by the Tenant at any time when Landlord is in default under any covenant or condition hereof be construed as a waiver of such default, nor shall any waiver or indulgence granted by the Landlord or Tenant be taken as an estoppel against the party granting the same.

30. Notices. Whenever Landlord or Tenant shall make any demand or serve any notice which is required to be in writing under the terms of this lease upon the other, the same shall be in writing and shall be sufficiently given if sent, postage prepaid, by United States registered or certified mail, addressed to Tenant c/o KeyCorp Management Company, Facilities Department, 2025 Ontario St., Cleveland, Ohio 44115, with a copy to KeyCorp, Legal Department, 127 Public Square, Cleveland, Ohio 44114, and a copy to Society National Bank, District Administration, 4717 Main Street, Ashtabula, Ohio 44004, and addressed to Landlord at 29100 Aurora Road, Solon, Ohio 44139, or at such other address as Landlord or Tenant may theretofore by written notice to the other have designated for the service of such notice.

31. Terminology; Captions. Where the context so requires or such interpretation is appropriate, any word used herein denoting gender shall include all genders, natural or artificial, and the singular and plural shall be interchangeable. The term "paragraph" shall refer to all paragraphs under the caption in question, where appropriate. The captions of the various provisions of this lease are for convenience only and in no way define, limit or describe the scope or intent of this lease or the provisions which they precede or in any other manner affect this lease.

32. Short-Form Lease. This lease shall not be recorded, but the parties agree to execute a Memorandum of Lease incorporating the terms of this lease and including a legal description of the property upon which the Demised Premises are situated, at the request of Tenant or Landlord. The same shall be duly executed in form

suitable for recording, and any costs incurred in connection therewith shall be at the expense of the party requesting same.

33. Successors and Assigns. This lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, Landlord's heirs, legal representatives successors and assigns, and shall be binding upon and inure to the benefit of Tenant, Tenant's successors and those assignees of Tenant who become assignees in accordance with and as permitted by the terms of Paragraph 19 above.

34. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this lease, but this lease shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

35. Entire Agreement. This lease contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this lease, in whole or in part, unless such agreement is in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Indenture of Lease as of the date first above written.


(The signature pages to this Lease appear on pages numbered 28 and 29 hereof)

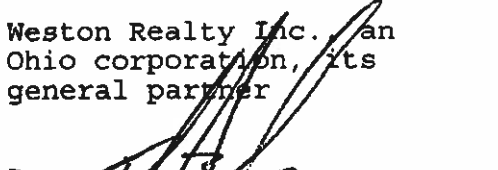
LANDLORD:

Witnesses as to
Landlord:


SBP LIMITED PARTNERSHIP,
an Ohio limited partnership


By: Weston Realty Inc., an
Ohio corporation, its
general partner


Name: S. M. Edwards
Name: S. M. Edwards

By: 
T.J. Asher, President

And By: FH Medina Corp., an
Ohio corporation, its
general partner


Name: S. M. Edwards
Name: S. M. Edwards

By: 
Name: Gary Hoffman
Title: President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said
County and State, personally appeared T.J. Asher, President
of WESTON REALTY INC., an Ohio corporation and general
partner of SBP LIMITED PARTNERSHIP, an Ohio limited
partnership, who acknowledged that he did sign the
foregoing instrument for and on behalf of said corporation,
being thereunto duly authorized, and that the same is his
free act and deed individually and as such officer and the
free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my
hand and official seal this 10th day of February, 1995.


Notary Public

LINDA S. RANKIN
Notary Public, State of Ohio
Recorded in Cuyahoga Co.
My Comm. Expires 10-12-99

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gary Holman, President of FH MEDINA CORP., an Ohio corporation and general partner of SBP LIMITED PARTNERSHIP, an Ohio limited partnership, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is his free act and deed individually and as such officer and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of February, 1995.

Linda S. Rankin
Notary Public

LINDA S. RANKIN
Notary Public, State of Ohio
Recorded in Cuyahoga Co.
My Comm. Expires 10-12-99

TENANT:

Witnesses as to Tenant:

SOCIETY NATIONAL BANK

S. M. Edwards

Name: S. M. Edwards

Linda S. Rankin

Name: S. M. Edwards

DAVID P. O'NEILL

Name: DAVID P. O'NEILL

James Gustafson

By: James Gustafson,
Designated Signer

Robert H. Hoge

And: Robert H. Hoge,
Designated Signer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared SOCIETY NATIONAL BANK, a national banking association, by James Gustafson, its Designated Signer, and Robert H. Hoge, its Designated Signer, who acknowledged that they did sign the foregoing instrument for and on behalf of said national banking association, being thereunto duly authorized, and that the same is their free act and deed individually and the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1st day of February, 1995.

Linda S. Rankin
Notary Public

LINDA S. RANKIN
Notary Public, State of Ohio
Recorded in Cuyahoga Cty.
My Comm. Expires 10-12-99

Schedule 1

Base Rental for Renewal Terms

<u>Lease Years</u>	<u>Annual Base Rental</u>
11-15	\$180,366.00
16-20	\$207,420.90
21-25	\$238,534.04
26-30	\$274,314.14
31-35	\$315,461.26

EXHIBIT A

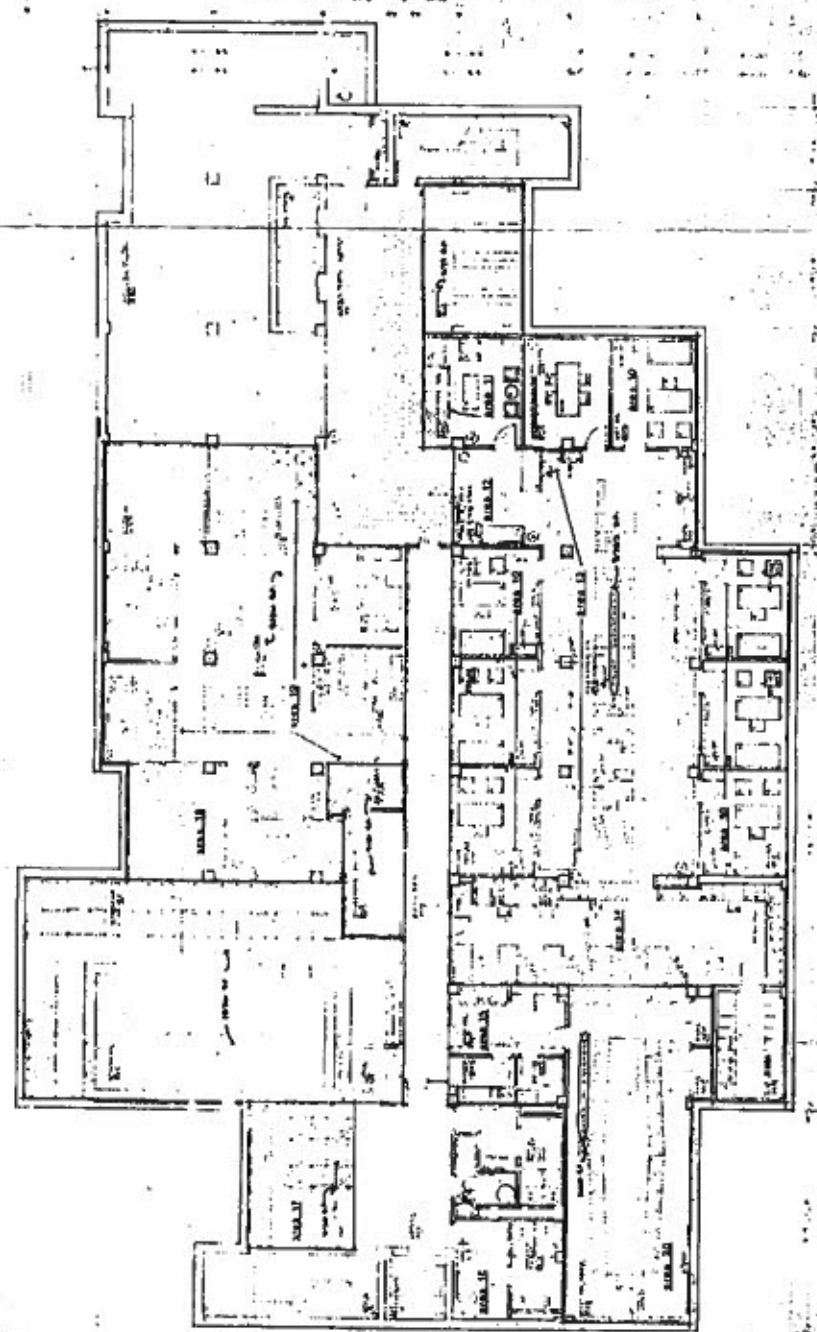
FLOOR PLAN

SEE ATTACHED

ASHTABULA, OHIO
4717 Main Avenue



NO. 100-100000-1000	APPROVED FOR THE
DATE	BY
10/10/50	J. H. [unclear]
100-100000-1000	100-100000-1000



Basement

L. L. L. ARCHITECTS, INC.	
1000 ...	
DATE	PROJECT
SCALE	DESCRIPTION

First Floor

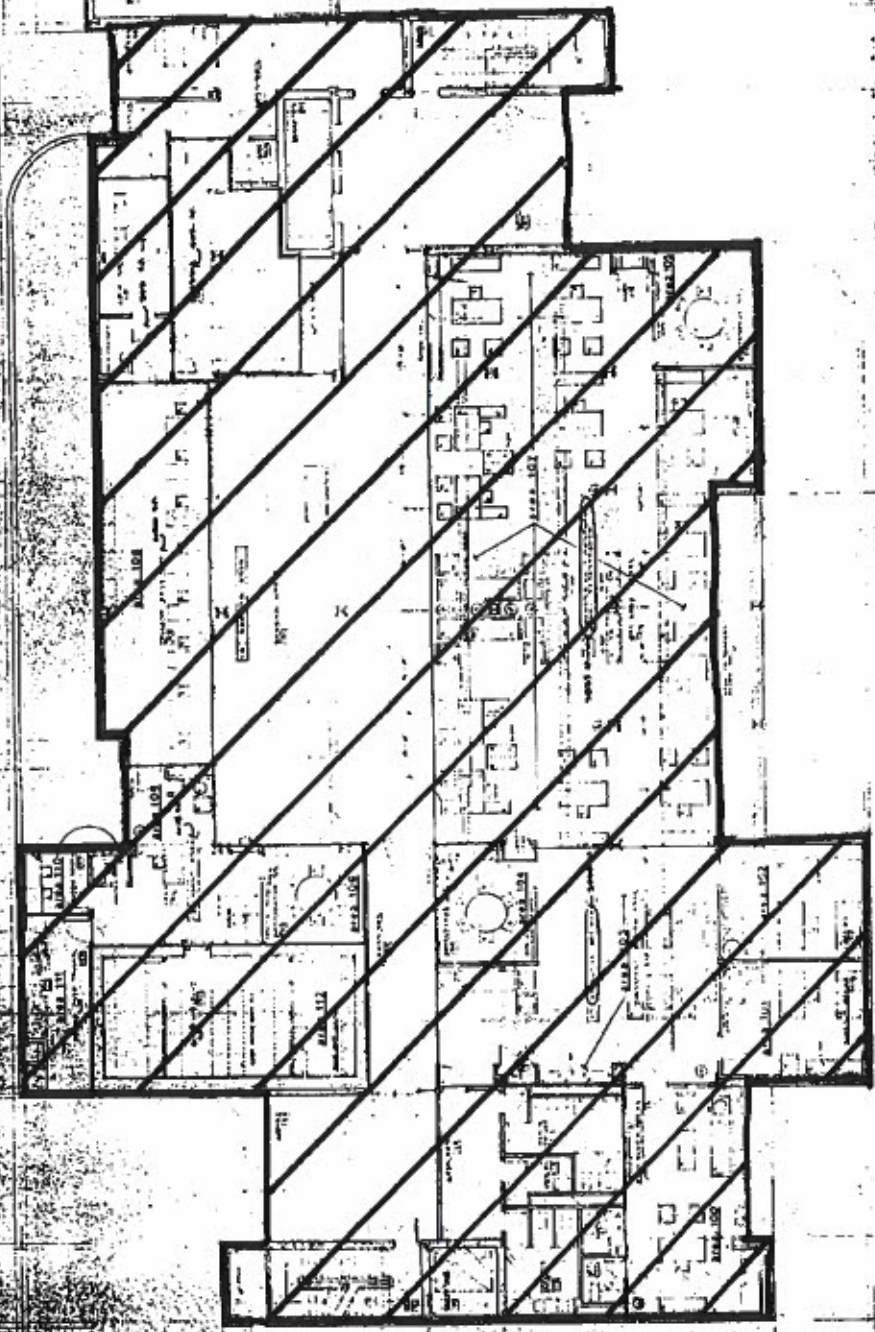


EXHIBIT B

Legal Description

Known as being part of Original Lot Three (3), Range Three (3), Township 12 in the City of Ashtabula, County of Ashtabula, and State of Ohio, and furthered described as follows:

Beginning at the intersection of the centerlines of Park Avenue and Center Street; thence South 75 degrees 20' 25" East along the centerline of Center Street, 33.00 feet to a point; thence South 14 degrees 30' 00" West and parallel to the centerline of Park Avenue, 9.50 feet to the principal place of beginning; thence South 75 degrees 20' 25" East and parallel to the centerline of Center Street, 394.75 feet to a monument set; thence South 14 degrees 29' 45" West (parallel to the centerline of Main Street and 25.00 feet westerly therefrom) 254.00 feet to a monument set; thence North 75 degrees 20' 25" West, 394.75 feet to a monument set in the East right-of-way line of Park Avenue, as aforementioned; thence North 14 degrees 30' 00" East, 254.00 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 05-206-00-002-0

EXHIBIT C

PARKING PLAN

SEE ATTACHED

STREET 75 FEET TO A MONUMENT SET
 LLEL TO THE CENTERLINE OF MAIN STREET AND
 TO A MONUMENT SET. THENCE NORTH 75 DEGREES
 17' IN THE EAST RIGHT OF WAY LINE OF PARK AVE.
 ES 3000' EAST. 254.00 FEET TO THE PLACE OF
 SUBJECT TO ALL LEGAL HIGHWAYS

PARK AVENUE 66' ROW

N 14°30'00" E

474.88' MEAS.

PK NAL W/BNR SET

PRINCIPAL POB
 ORIGINAL DEED

S 14°30'00" W
 9.50

254.00' DEED & SURVEY

CONC SIDEWALK

ACCESS IN COMMON

BANK SG

GRAS

ELECTRIC PARKING SIGN
 22 SPACES

ASPHALT

44 SPACES

ASPHALT

ACCESS

44 SPACES

20 SPACES

ASPHALT

②

3/9/77 SURVEY

4 HANGING SPACES
 CONCRETE

ASPHALT WALK WAY B.T.

ELECTRIC TRANSFORMER

ASPHALT

CONC. SW

ASPHALT

GRASS SHRUBS

DRIVE THRU TELLERS

ACCESS TO DRIVE THROUGH & LOADING DOCK

452.75' MEAS.

CENTER STREET 49.5 ROW

169'-/-

371'-/-

VACATE

2 STORY BRICK
 FLAT ROOF

VENTILATION

3 CONCRETE
 'COMBONS'

BRICK CONC

PEDESTRIAN

CONCRETE

OPEN AREA LIGHTS

GAS

3 WATER VALVES

ELECTRIC S

THE CAPSULE
 (ARROWHEAD MALL)

SANTARY
 CONNECTION

GAS

GRASS AREA

1 PIN SET

OBS.

PUBLIC PARKING

52 BT

MAIN STREET 80' ROW

SANTARY MH

239.00 SURVEY

254.00 ORIGINAL DEED

S 14°29'45" W

15'

VACATED ORD 7049 15 FE

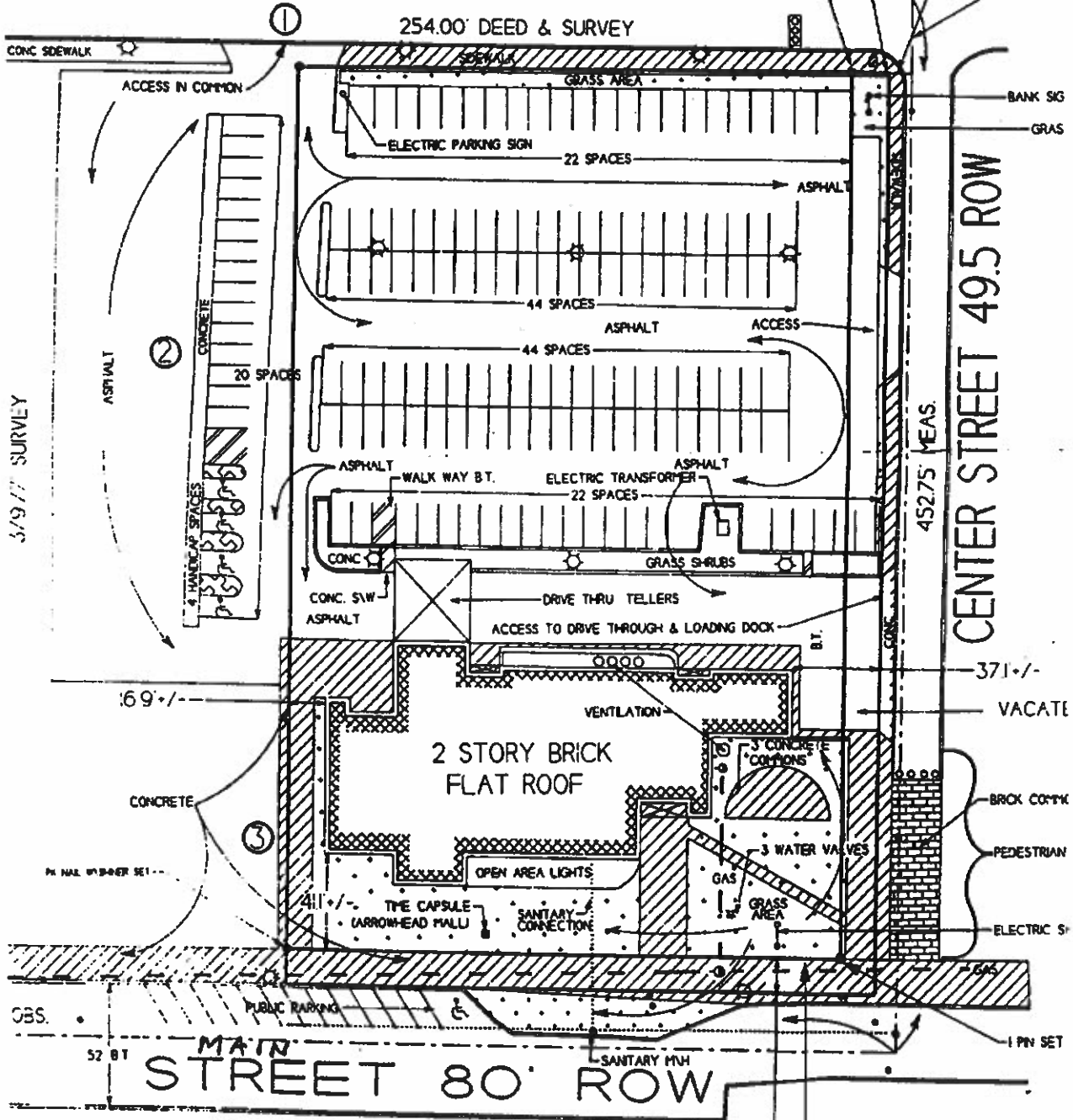


EXHIBIT D

TENANT ROOF REPAIRS

1. Roof Repair Obligation. Tenant shall, during the term of this lease, maintain, repair and, if necessary, replace the roof of the Building. Such repair and maintenance shall be at a standard for roofs of comparable office buildings.
2. Warranties. Upon completion of any replacement of the roof, Tenant shall assign to Landlord all guaranties or warranties of any supplier, manufacturer or contractor providing labor or materials in connection with the roof replacement; thereafter, Landlord shall be solely responsible for maintaining or repairing the roof and Tenant shall have no further responsibility with respect thereto.
3. Workmanlike Manner. Any roof repairs or replacements shall be completed at Tenant's cost and expense in a good and workmanlike manner by contractors selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld or delayed.

EXHIBIT C

PARKING PLAN

