RESOLUTION APPROVING PARKING LICENSE AGREEMENT WITH THE HUNTINGTON NATIONAL BANK FOR THIRTY (30) PARKING SPACES FOR USE BY ASHTABULA COUNTY

WHEREAS, an agreement for parking license for the express purpose of using thirty adjacent or contiguous reserved parking spaces of the parking area as depicted on Exhibit A (attached), has been presented for the approval of the Board, to-wit:

Scope: Parking license agreement for thirty (30) parking spaces for use by Ashtabula County in the back section of Huntington Bank, Jefferson Branch.

Location: 36 West Jefferson St., Jefferson, OH 44047

Provider: The Huntington National Bank, 5555 Cleveland Ave., GW 1097, Columbus, OH 43231

Cost: **Not to Exceed, $45,000.000** per the following:

Term:	Annual Amt.	Monthly Amt.
11/1/2026 - 11/30/2026	n/a	$600.00
12/1/2026- 11/30/2027	$7,200.00	$600.00
12/1/2027- 11/30/2028	$8,100.00	$675.00
12/1/2028- 11/30/2029	$9,000.00	$750.00
12/1/2029- 11/30/2030	$9,900.00	$825.00
12/1/2030- 11/30/2031	$10,800.00	$900.00

Term: begin November 1, 2026 and terminate November 30, 2031; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement as noted above is approved in accordance with the copy now on file in this office.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2026-449 **October 20, 2026**

RESOLUTION APPROVING PARKING LICENSE AGREEMENT WITH THE HUNTINGTON NATIONAL BANK FOR THIRTY (30) PARKING SPACES FOR USE BY ASHTABULA COUNTY

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski	**Aye**
Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**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

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

PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT (this "License") is entered into this 20 day of October, 2026 (the "Effective Date"), by and among The Huntington National Bank, a national banking association, with an address of 5555 Cleveland Ave., GW 1097, Columbus, OH 43231 ("Licensor") and the Ashtabula County, OH, Board of County Commissioners with an address of 25 West Jefferson St., Jefferson, OH 44047 ("Licensee").

RECITALS:

A. Licensor is the tenant under that certain Prime Lease (as defined below) of the real property located at 36 West Jefferson Street, Jefferson, OH 44047 (the "Property"); and

B. The Property includes a banking branch and office space (the "Building") and an attached parking lot (the "Parking Area"); and

C. Licensor desires to grant to Licensee, on the terms and subject to the conditions and restrictions set forth herein, access to and use of the Parking Area in accordance with the terms hereunder (the "License").

AGREEMENT:

Now, THEREFORE, in consideration of the mutual covenants and premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Parking License.

1.1 Licensor hereby grants to Licensee the non-exclusive right to access the Parking Area for the express purpose of using thirty (30) adjacent or contiguous reserved parking spaces of the Parking Area as depicted on Exhibit A attached hereto for the use by Licensee's employees (the "Licensee Parking Area"). Prior to the Commencement Date, Licensee, at Licensee's sole cost and expense, shall designate the Licensee Parking Area by restriping the Parking Area in white for non-Licensee Parking Area parking spaces and in blue for Licensee Parking Area parking spaces. However, Licensor shall have the right to relocate the Licensee Parking Area upon thirty (30) days prior written notice, except in the event of an emergency as reasonably determined by Licensor, in which case, Licensor shall use commercially reasonable efforts to notify Licensee prior to such relocation. All rights granted by Licensor to Licensee herein shall be expressly limited by the other terms, restrictions, and limitations set forth in this License.

1.2 During the Term, Licensee may request a reduction in the number of parking spaces constituting the Licensee Parking Area; provided that Licensee shall provide no less than sixty (60) days' prior written notice to Licensor of such request, and Licensee shall reimburse Licensor up to Five Hundred Dollars ($500.00) for any expenses (including attorneys' fees) in connection with any documentation necessary to effectuate such request.

2. Covenants and Restrictions of Use.

2.1 Licensor makes no representation regarding the condition of the Licensee Parking Area, the Parking Area, or the Property. Licensee accepts the Parking Area and Licensee Parking Area "AS-IS" and with all faults.

2.2 Licensee covenants and agrees to make the use of the Licensee Parking Area available to automobiles of its employees. Licensee shall have no right to park anywhere on the Property or Parking Area except the Licensee Parking Area. Licensee shall not park heavy equipment, storage containers, or any vehicles that are not standard passenger automobiles (standard passenger automobiles include cars, SUVs, vans, and passenger trucks, but expressly excluding tractor trailers, dump trucks, or similar vehicles). Licensee shall not use any equipment, displays, stands, decorations or signs within the Licensee Parking Area without first obtaining Licensor's prior written consent. Any such approved equipment, displays, stands, decorations or signs shall be installed at Licensee's sole cost and expense.

2.3 Licensee covenants and agrees to use the Licensee Parking Area in accordance with the parking rules attached hereto as Exhibit B (the "Parking Rules"), as such Parking Rules may be modified from time to time in Licensor's reasonable discretion.

2.4 a. Licensor shall have the right to temporarily block or limit access to and use of the Parking Area (including the Licensee Parking Area) to perform regular maintenance, repairs, snow removal, and other commercially reasonable purposes. Licensee acknowledges that in the event of heavy snowfall or other act of god or force majeure, access to portions of, or in some circumstance the entire Parking Area and/or Licensee Parking Area may be restricted. Licensor is not obligated to mitigate snow, ice or other winter precipitation during or following significant snowfall events. Licensor may, in its sole discretion and without obligation, perform snow or ice removal services from time to time; however, any such action shall not create an ongoing duty or standard of care, nor shall it obligate Licensor to continue such services in the future.

b. Licensee accepts all risks associated with weather-related conditions in the Parking Area and Licensee Parking Area, including, but not limited to, snow accumulation, ice, reduced accessibility, or hazardous footing or driving conditions. Licensee shall be solely responsible for determining whether conditions are safe for use and for taking all necessary precautions. Licensor shall not be liable for any loss, damage, injury, or inconvenience arising from or related to snow, ice, or winter weather conditions in the Parking Area, except to the extent caused by Licensor's gross negligence or willful misconduct, and Licensee agrees to indemnify Licensor against any such claims for loss, damage, injury, or inconvenience asserted by Licensee's affiliates, officers, directors, employees, agents, contractors, customers, licensees, invitees, guests, and any others.

c. Licensor shall perform snow plowing within the Licensee Parking Area. Snow removal beyond plowing, including the removal of snow piles or snow deposited or accumulated within the Licensee Parking Area, shall be the responsibility of the Licensee. In performing the snow plowing as contemplated herein, Licensor shall make a reasonable effort to place snow in a manner that does

not encroach upon the Licensee Parking Area, except where weather conditions or site limitations make such placement impracticable.

2.5 Licensor shall provide Licensee access to the Parking Area and Licensee Parking Area, subject to the limitations contained herein, from 6:00 am to 8:00 pm EST, Monday through Friday.

2.6 Subject to the conditions and obligations contained in Section 2.4, Licensor shall repair and maintain the Parking Area in a good, safe manner, at Licensor's sole cost and expense, except to the extent that any repair or maintenance is required due to the negligence or willful misconduct of Licensee. In the event any repair or maintenance is required due to Licensee's negligence or willful misconduct, Licensor may repair the Parking Area and invoice Licensee for such repairs and maintenance. Licensee shall pay any such invoice within thirty (30) days of receipt of the same.

2.7 Licensee shall promptly comply or cause compliance with all applicable laws, regulations, orders, and requirements of all federal, state, and local governments, courts, or other lawful authorities, which now or at any time hereafter may apply to or affect the Licensee Parking Area or any business or activity conducted on the Licensee Parking Area, whether present or future, foreseen or unforeseen, ordinary or extraordinary, and whether or not presently contemplated by Licensor or Licensee.

2.8 Licensee shall not be permitted to (a) commit any waste or cause any damage to the Parking Area or the Property, (b) make any improvements to the Parking Area or the Property, or (c) use the Parking Area or the Property for purposes other than ingress, egress, and parking, as permitted pursuant to Section 1 above.

2.9 Licensee shall not permit or suffer any liens or encumbrances to attach to or be filed against the Parking Area or the Property as a result of any work, service or materials supplied by or to Licensee or any other matter undertaken by Licensee relating to the repair or maintenance of the Parking Area or otherwise. If Licensee should suffer or permit any such liens or encumbrances to attach to the Parking Area or the Property, Licensee shall, at its sole expense, promptly discharge the same.

2.10 Notwithstanding the License granted hereunder, Licensor and its respective successors and assigns shall have full right and privilege to use the Parking area, including the Licensee Parking Area, for its own purposes, provided that Licensor shall not unreasonably interfere with the rights granted to Licensee hereunder.

3. Default. Licensee acknowledges and agrees that the failure to satisfy any of the preceding covenants to the complete satisfaction of Licensor or the violation of any Parking Rules on more than two (2) occasions during the Term shall constitute a material breach of this License by Licensee, which shall cause, at Licensor's option, the immediate termination of this License as set forth herein and shall subject Licensee to all available claims under applicable law and in equity.

4. Payments Due.

4.1 Security Deposit. Licensee shall not be required to pay Licensor a security deposit.

4.2 License Fee. Licensee shall pay a monthly license fee (the "License Fee") with the first such installment due on or before the Commencement Date, and all such monthly installments of the License Fee thereafter shall be due on or before the first day of each calendar month of the Term. The License Fee shall be as follows:

	Annually	Monthly
November 1, 2026 – November 30, 2026	N/A	$600.00
December 1, 2026 – November 30, 2027	$7,200.00	$600.00
December 1, 2027 – November 30, 2028	$8,100.00	$675.00
December 1, 2028 – November 30, 2029	$9,000.00	$750.00
December 1, 2029 – November 30, 2030	$9,900.00	$825.00
December 1, 2030 – November 30, 2031	$10,800.00	$900.00

Any amount due from Licensee to Licensor hereunder which is not paid when due shall bear interest at a rate equal to eighteen percent (18%) per annum from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Licensee under this License. Payment shall be made to the address below and Licensor reserves the right to change the address of payment with written notice to Licensee.

For Payments: The Huntington National Bank
Tenants Lock Box
L-1751
Columbus, OH 43260

5. Term and Renewal Option. Unless sooner terminated as otherwise provided herein, the Term of this License shall be for a period of Sixty-One (61) months (the "Term"), beginning on November 1, 2026 (the "Commencement Date"), and continuing through and concluding on November 30, 2031 (the "Termination Date"), unless the Term is otherwise extended in accordance with the terms hereunder. Subject to the Licensor's extension of the Prime Lease and Licensor's termination rights otherwise provided herein, and further subject to Licensor's express consent, provided Licensee is not in default of its obligations under the terms of this License, or has not been in default on more than two (2) occasions during the Term (or any extensions thereof), Licensee may elect to renew this License for up to two (2) additional Five (5) year renewal periods upon the same terms, conditions, and restrictions, by giving written notice to Licensor of Licensee's election no later than ninety (90) prior to the expiration of the Term, or extension thereof; provided, however, that Licensee shall have no right to renew or continue this License beyond any extension or termination date of the Prime Lease.

The License fee for any such renewal period shall be as follows:

	Annually	Monthly
December 1, 2031 – November 30, 2036	$16,200.00	$1,350.00
December 1, 2036 – November 30, 2041	$18,600.00	$1,550.00

6. Termination.

6.1 This License, upon Licensor's option, shall terminate immediately upon the earlier of: (a) Licensee's receipt of notice of the occurrence of any of the following: (i) Licensee's failure to pay the License Fee in accordance with the terms hereunder and such failure shall continue for three (3) business days after receipt of written notice from Licensor, (ii) Licensee's breach of any other obligations (beyond the payment of the License Fee) under this License that remain uncured for ten (10) days after notice from Licensor, (iii) Licensor's decision, in its sole discretion, to redevelop, alter, modify, or change the Property in a way that would render impossible or impracticable Licensee's exercise of its rights licensed to it in this License, or (iv) Licensor provides sixty (60) days' written notice of termination to Licensee, for any reason whatsoever, or for no reason, in Licensor's sole and absolute discretion, and (b) the Termination Date.

6.2 Upon the Termination Date or earlier expiration of the License, Licensee shall return to Licensor the Licensee Parking Area in the condition when received by Licensee, reasonable wear and tear incident to proper use of such property excepted; provided, however, that any deterioration or damage resulting from negligent, improper, or excessive use shall not be deemed normal wear and tear. Licensee shall be responsible for any fluid leaks, Hazardous Substances (as described in Section 14 herein), or contaminants leaked from vehicles using the Licensee Parking Area. In addition, upon any termination of this License or any renewal Term thereof, Licensor shall assess the extent to which Licensee damaged all or any portion of the Property or failed to restore, to Licensor's reasonable satisfaction, the Property to its state prior to the commencement of this License. Licensee understands that Licensor's assessment of the value of any such damages or failure to restore will be set forth on a statement prepared by Licensor and presented to Licensee. Licensee acknowledges and agrees that Licensor's assessment of the value of any such damages or failure to restore as set forth on such statement shall be conclusive and final (in the absence of manifest error). Licensee agrees that within thirty (30) days after being presented with Licensor's statement assessing the value of any damages to the Property, payment shall be made to Licensor for the full amount so assessed. Any amount not paid within said thirty (30) day period shall bear interest at the rate of eighteen percent (18%) per annum.

7. Insurance. Licensee shall secure and maintain, at its sole cost and expense, and with carriers and on terms reasonably acceptable to Licensor, a liability insurance policy for any and all damages resulting in personal injury or property damage in connection with the access to and use of the Property, the Parking Area, and the Licensee Parking Area, with a combined single limit of liability of not less than Two Million Dollars ($2,000,000) for bodily or personal injury or death, and for property damage, arising out of any one occurrence, and Four Million Dollars ($4,000,000) in the

aggregate. Licensee shall, during the Term hereof, keep in force and effect a policy or policies of workers' compensation insurance. Licensor shall be named as an additional insured party, or loss payee, as the case may be, on each insurance policy required by this Section 7. Licensee shall provide to Licensor upon request certificates evidencing the existence and terms of such insurance policies.

8. Casualty/Condemnation. In the event that all or any part of the Parking Area shall be damaged by fire or other casualty rendering it unusable by Licensee in Licensor's reasonable discretion, the License Fee shall be abated (pro rata based on the portion of the Licensee Parking Area that is unusable) from the date the Parking Area, or any portion thereof, becomes unusable until it again becomes usable. In the event that more than one quarter of the Parking Area is damaged by fire or other casualty, either party shall have the right to terminate this License upon five (5) days' prior written notice to the other party. Further, if all or any part of the Parking Area or the Property is taken by eminent domain proceedings, Licensor shall be entitled to all of the award in the proceedings and may terminate this License in the event of a total taking or reduce the number of parking spaces licensed in proportion to the extent of any partial taking upon written notice to Licensee. Under no circumstances shall Licensor have any obligation to repair or restore any portion of the Parking Area in the event of a casualty or condemnation thereof.

9. Subordination and Attornment. This License shall be subject and subordinate to any mortgage, deed of trust, ground lease, or lease now or hereafter placed on the Property, or any portion thereof, and to replacements, renewals, and extensions thereof, and Licensee, upon request by Licensor, shall execute instruments (in form satisfactory to Licensor) acknowledging such subordination. If any mortgagee shall succeed to the rights of Licensor under this License, or to ownership of the Property, whether through possession or foreclosure or the delivery of a deed to the Property, then upon the written request of such mortgagee so succeeding to Licensor's rights hereunder, Licensee shall attorn to and recognize such mortgagee as Licensee's licensor under this License and shall promptly execute and deliver any instrument that such mortgagee may reasonably request to evidence such attornment (whether before or after making of the mortgage). In the event of any other transfer of Licensor's interest hereunder, upon the written request of the transferee and Licensor, Licensee shall attorn to and recognize such transferee as Licensee's licensor under this License and shall promptly execute and deliver any instrument that such transferee and Licensor may reasonably request to evidence such attornment.

10. Indemnification. Each party, at its sole cost and expense, shall defend, indemnify, and hold harmless the other party, and all of such party's affiliates, officers, directors, employees, agents, contractors, customers, licensees, invitees, guests, and any others on or near the Property, from and against any loss, damage, claim, liability, or expense (including attorneys' fees) of any kind, type, or description, including, but not limited to, claims for bodily injury, disease, death, property damage, illegal use of the Property, or environmental clean-up arising directly or indirectly out of or in connection with: (i) the use or misuse of or access to the Licensee Parking Area, Parking Area, or the Property by such indemnifying party or any employee, contractor, agent, representative, or invitee thereof, during the Term or any extension thereof, (ii) the negligent acts or omissions of such indemnifying party, its servants, agents, employees, contractors, or invitees during the Term

or any extension thereof, or (iii) the failure of such indemnifying party, its servants, agents, employees, or contractors to comply with any covenant, term, or condition of this License.

11. Limitation of Liability. Licensee specifically agrees to look solely to Licensor's interest in the property for the recovery of any judgments from Licensor. It is agreed that Licensor (and its agents, members, shareholders, venturers, and partners, and their members, shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments.

12. Survival and Binding License. The covenants, terms, and conditions contained in this License shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. All indemnification provisions in this License shall survive the termination of this License.

13. Notice. All notices, requests, demands, consents, and other communications shall be in writing and shall be deemed to have been duly given when delivered by overnight delivery by a national carrier (i.e. UPS or Federal Express, or other carrier guaranteeing next day delivery) with written confirmation of delivery by such carrier, or by registered or certified mail, postage prepaid, return receipt requested, or by hand delivery to such party at its address set forth below or such other address as such party may specify by notice to the parties hereto:

If to Licensor:	The Huntington National Bank 5555 Cleveland Ave., GW 1097 Columbus, OH 43231 Attn: Lease Administration
If to Licensee:	Ashtabula County, OH Board of County Commissioners 25 West Jefferson St. Jefferson, OH 44047

14. Environmental.

14.1 The Term "Hazardous Substances," as used in this License, shall mean any hazardous substance, pollutant, contaminant or waste regulated under the Comprehensive Environmental Response Compensation and Liability Act, as amended (42 U.S.C. 9601, et seq.); asbestos and asbestos-containing materials; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas useable for fuel; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. 136, et seq.); polychlorinated biphenyls and other harmful substances regulated under the Toxic Substances Control Act, as amended (7 U.S.C. 136, et seq.), source material, special nuclear material, byproduct materials and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the Occupational Safety and Health Act Hazard Communication Standard (29 C.F.R. 1910.1200, et seq.); industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901, et seq.); and other substances and material regulated under "Laws" (as defined below) relating to environmental quality, health, safety, contamination and clean-up. For the purposes of this Section 14, "Laws" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations,

permits, licenses, authorizations, directions, and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials, or officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time later may be applicable to the Property or any party thereof.

14.2 Licensee shall not cause or permit to occur: (a) any violation of any Laws related to environmental conditions on, under, or about the Parking Area, or arising from Licensee's use or occupancy of the Parking Area, including but not limited to soil and ground water conditions; or (b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Parking Area, or the transportation to or from the Parking Area of any Hazardous Substances

14.3 Licensee shall, at is sole cost and expense, comply with all Laws regulating the use, (current, retroactive, and future use) generation, storage, transportation, or disposal of Hazardous Substances related to Licensee's use of the Parking Area and/or the Licensee's use thereof.

14.4 Licensee shall, at its sole cost and expense, make all submissions to provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under Laws related to Licensee's use of the Parking Area and/or the Licensee's use thereof, if any.

14.5 If any Authority or any court demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this License, or any renewal or extension thereof, as the case may be, and which results from Licensee's use or occupancy of the Parking Area, then Licensee shall, at its sole cost and expense, prepare and submit the required plans and all related bonds and other financial assurances required by such Authority, and Licensee shall diligently carry out all work required by such clean-up plans.

14.6 Licensee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Licensor. If Licensee fails to fulfill any duty imposed under this Section 14 within a reasonable time, Licensor may do so; and in such case, Licensee shall cooperate with Licensor in order to prepare all documents deemed reasonably necessary or appropriate to determine the applicability of the Laws to the Parking Area and Licensee's use thereof, and for compliance therewith, and Licensee shall execute all documents promptly upon Licensor's request. No such action by Licensor and not attempt made by Licensor to mitigate damages under any Laws shall constitute a waiver of any of Licensee's obligations under this Section 14.

14.7 Licensee shall indemnify, defend, and hold harmless Licensor, and its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this License and which results from Licensee's use or occupancy of the Parking Area, including, without limitation, from Licensee's failure to provide all information, make all submissions, or take all actions required by all Authorities under the Laws.

14.8 Licensee's obligations and liabilities under this Section 14 shall survive the expiration or earlier termination of this License.

15. Office of Foreign Assets Control Certification.

15.1 Licensee hereby certifies to Licensor as follows:

(a) Licensee is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(b) Licensee has not executed this License, directly or indirectly, on behalf of, or instigating or facilitating this Lease, directly or indirectly, on behalf of, any such person, group, entity, or nation.

15.2 Licensee hereby agrees to defend, indemnify, and hold harmless Licensor from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

15.3 Licensor and Licensee each represents and warrants to the other neither it nor any of its affiliates, agents, owners, or control persons acting on behalf of it with respect to this License: (i) is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation on the Specially Designated Nationals and Blocked Persons List ("SDN List") or any other restrictive list maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC"); (ii) is engaged in any conduct prohibited under any other OFAC Sanctions program addressing targeted activities; (iii) conducts any prohibited activity while located in a country subject to OFAC sanctions; (iv) is otherwise, by virtue of status or conduct, subject to any other OFAC sanctions program; (v) is directly or indirectly owned 10 percent or more in the aggregate by one or more individuals on the SDN List, regardless of whether such entities appear on OFAC's SDN List; or (vi) has been convicted, pleaded nolo contendere, or been indicted, arraigned, or detained on charges involving money laundering or predicate crimes to money laundering. Licensor and Licensee will each provide the other with formal notice within five (5) days of any known breach of this representation and warranty.

16. Prime Lease. Licensor is the tenant of the Property pursuant to a lease originally dated December 10, 2010, and as amended thereafter (the "Prime Lease") by and between Licensor and J.J. & W., I., Ltd., an Ohio limited liability company (the "Owner"). The Prime Lease grants Licensor the right to enter into Licenses for the Property, subject to Owner's prior written consent, but such licenses shall be subject to the terms and conditions of the Prime Lease. This License is a license under the provisions of the Prime Lease and is subject and subordinate thereto. Tenant hereby agrees to execute, upon request, an agreement to confirm such subordination. Tenant hereby agrees that this License shall be enforceable by the Owner or any assignee, mortgagee, or purchaser in the event of any termination of said Prime Lease. Tenant agrees that upon written notice from the Owner that Licensor is in default under the Prime Lease that Licensee shall pay all rent due hereunder directly to the Owner and that upon election by the Owner or any successor thereto that Licensee will attorn to the Owner upon the terms and conditions of this License.

17. Assignment / No Property Interest. The License is a contractual right only, not a property interest, and is personal to Licensee. Licensee may not assign nor delegate this License, nor any of the rights, interests, or obligations hereunder without the prior written consent of Licensor. Any

purported assignment of this Agreement or the License by Licensee shall be void and of no force and effect. Licensor may assign and delegate this License, including any and all rights, interests, or obligations hereunder, in its sole discretion at any time.

18. No Waiver. The failure by the Licensor to enforce any condition of this License shall not be a waiver of its right to enforce every condition of this License. No provision of this License shall be deemed to have been waived unless the waiver is in writing.

19. Amendment. This License may only be amended, modified, and supplemented in writing by mutual agreement of the Licensor and Licensee.

20. Entire Agreement. This License and any attached exhibits contain the entire understanding between the parties with respect to the license relationship contemplated herein. All prior negotiations and agreements between the parties hereto are superseded by this License. There are no representations, warranties, understandings, or agreements other than those expressly set forth herein, except as modified in writing, which writing must be executed by duly authorized officers of the parties.

21. Attorneys' Fees. In the event of a breach of this License, the party in default hereunder shall pay the prevailing party who is successful in enforcing this License the costs incurred by it to so enforce, including, but not limited to, reasonable attorneys' fees and costs.

22. Waiver of Jury Trial. Licensor and Licensee hereby waive jury trial in any dispute under this License.

23. Severability. Any term or provision of this License that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

24. Governing Law.

    24.1 This License shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio.

    24.2 Licensor and Licensee recognize that Licensee is a county entity, and as such, any contractual provisions contained herein and disallowed under O.R.C. § 307.901 (as referenced in Exhibit C attached hereto) shall be void, any provision to the contrary notwithstanding.

25. Counterparts. This License may be executed in counterparts, each of which shall be deemed an original, and all counterparts shall constitute one and the same instrument. This License may be signed in counterparts, by electronic signature, e-mail, JPEG, PDF, any of which shall have the rank and dignity of an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this License to be executed and delivered as of the day and year first written above.

LICENSOR:

The Huntington National Bank,
a national banking association

By: Matthew R. Dixon, Vice President

LICENSEE:

Ashtabula County, Ohio
Board of County Commissioners

By: 10/20/2026

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 12th day of October 2026, by Matthew R. Dixon, as Vice President of The Huntington National Bank, a national banking association, on behalf of such association.

KATHERINE RUICK - NOTARY PUBLIC
COMM EXP: JUN 17, 2029
STATE OF OHIO

Notary Public
My Commission Expires: June 17, 2029

STATE OF OHIO)
) SS:
COUNTY OF Ashtabula)

The foregoing instrument was acknowledged before me this 20th day of October 2026, by Casey Kozlowski as President of Ashtabula County, Ohio, Board of County Commissioners, on behalf of the County

Notary Public
My Commission Expires: 7/14/2030

EXHIBIT A

Licensee Parking Area Depiction

Licensee Parking Area highlighted in Red

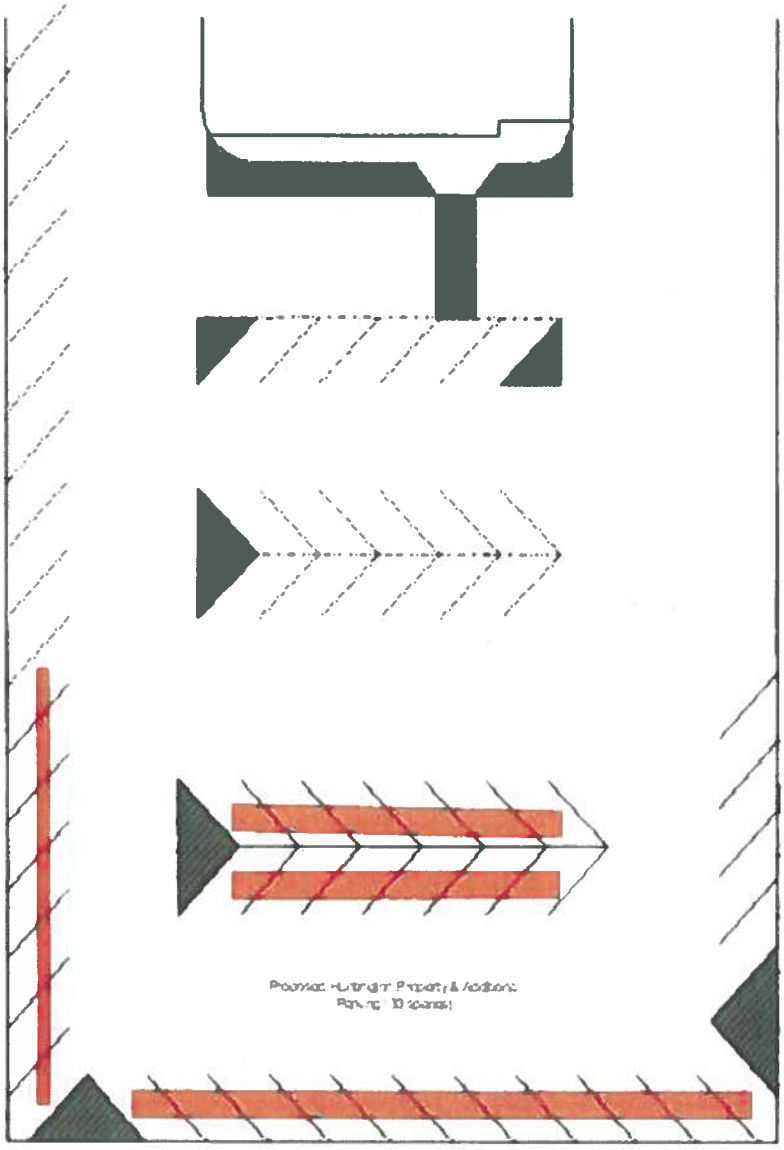


EXHIBIT B

Parking Rules

Speed Limit. The speed limit shall be five (5) miles per hour.

Directional Signs. All directional signs must be observed. Licensee shall have any and all signage approved by Licensor before installed or designated.

Parking Exceptions. Building managers, security officers or other agents of Licensor are not authorized to make any exceptions to these parking Rules and Regulations.

Risk of Loss. Licensee and its employees, contractors, invitees, and sublicensees are required to secure their own automobiles. All responsibility for damage or loss to automobiles or person is assumed by the parker. Licensor shall have no liability for any damage or loss arising from, theft, vandalism, negligence of others, or any other cause to any automobiles parked in the Licensee Parking Areas or otherwise using the Parking Areas.

Extended Parking. Vehicles must rotate parking sections in the Licensee Parking Area every overnight stay, as directed by on-site signage provided by Licensee. The Licensee shall monitor the Licensee Parking Area. Vehicles seeking advance permission to utilize extended parking may be approved for temporary use by the Licensee. This process will be overseen by the Licensee. Licensor shall have no responsibility or obligation to monitor the Licensee Parking Area nor at any time will the Licensor be involved in this process.

Recreation Vehicles. No recreation vehicle of any type (e.g., bus, mobile home, boat, camper, trailer, etc.) shall be parked in the Licensee Parking Area. In the event of violation of the foregoing, Licensor may remove same without any liability and at the expense of Licensee. Licensee shall promptly reimburse Licensor within ten (10) days of Licensor's request for any expenses arising from such removal.

Trash: Licensee shall not commit waste or leave trash or refuse in the Licensee Parking Area.

Violations of the Rules and Regulations. The first violation of any of the Parking Rules shall be subject to a fine of $25.00, and the second violation shall be subject to a fine of $50.00, or higher if Licensor is subject to any penalties or fines by third parties, in which case Licensee must pay the third-party fines. Subsequent violations by Licensee (or Licensee's employees, agents, or contractors) shall, at Licensor's discretion, constitute a material default under the License. Notwithstanding the foregoing, unauthorized parking in the handicap parking areas shall be subject to a $100.00 fine, plus the cost of towing.

Exhibit C

Ohio Revised Code

Section 307.901 County contracts - invalid terms and conditions.

Effective: April 9, 2025
Legislation: House Bill 497 - 135th General Assembly

(A) As used in this section, "county" includes any agency, department, authority, commission, office, or board of a county.

(B) Except as otherwise required or permitted by state or federal law, a contract entered into by the contracting authority for the procurement of goods or services shall not include any of the following:

(1) A provision that requires the county to indemnify or hold harmless another person;

(2) A provision by which the county agrees to binding arbitration or any other binding extra-judicial dispute resolution process;

(3) A provision that names a venue for any action or dispute against the county other than a court of proper jurisdiction in the county;

(4) A provision that requires the county to agree to limit the liability for any direct loss to the county for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the county;

(5) A provision that requires the county to be bound by a term or condition that is unknown to the county at the time of signing a contract, that is not specifically negotiated with the county, that may be unilaterally changed by the other party, or that is electronically accepted by a county employee;

(6) A provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to section 305.14 or 309.09 of the Revised Code, to serve as legal counsel for the county;

(7) A provision that is inconsistent with the county's obligations under section 149.43 of the Revised Code;

(8) A provision that limits the county's ability to recover the cost for a replacement contractor.

(C) If a contract contains a term or condition described in division (B) of this section, the term or condition is void ab initio, and the contract containing that term or condition otherwise is enforceable as if it did not contain such term or condition.

(D) A contract that contains a term or condition described in division (B) of this section shall be governed by and construed in accordance with Ohio law notwithstanding any term or condition to the contrary in the contract.

(E) This section does not apply to a contract in effect before the effective date of this section or to the renewal or extension of a contract in effect before the effective date of this section.

Signature Page

AGREEMENT TITLE: Parking License Agreement

APPROVED as to Legal Form Only.

Approved by: _____

April R. Grabman
Ashtabula County Prosecutor

Dated: 9/30/26

Reviewed by Earl F. Stoll, Assistant Prosecutor ES

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2026, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds: 1001-001-101-601 County Obligations- contract services fund.

In the amount of $1,200.00 for year 2026 and free from any previous encumbrances.

Agreement Title: Lease agreement with Huntington Bank for parking spots.



Scott Yamamoto, Ashtabula County Auditor

Contact: Lisa Hawkins, Clerk

Date: October 19, 2026

Signature Page

AGREEMENT TITLE: Parking License Agreement

APPROVED as to Legal Form Only.

Approved by: _____

April R. Grabman
Ashtabula County Prosecutor

Dated: 9/30/26

Reviewed by Earl F. Stoll, Assistant Prosecutor ES