

AMENDMENT TO LEASE AGREEMENT

This amendment to the original Lease Agreement dated January 29, 1997 is made upon _____, 2008 between the City of Gahanna, ("Lessor") at 200 South Hamilton Road, Gahanna, Ohio and the Gahanna Area Chamber of Commerce, ("Lessee") at 181 Granville Street, Gahanna, Ohio.

WITNESSETH:

WHEREAS, Lessor and the Lessee mutually agree that Lessee shall vacate 94 North High Street, Gahanna, Ohio beginning on February 29, 2008; and

WHEREAS, the Lessee with encouragement of the Lessor has secured space temporarily at 181 Granville Street, Gahanna, Ohio as a lessee of the Gahanna Community Improvement Corporation; and

WHEREAS, Lessor and Lessee have agreed that it is their mutual interest to secure space for the offices of the Lessee at some location in Gahanna during the entire original term of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth hereunder, Lessor and Lessee agree on this amendment to the following terms and conditions of this Amendment to the Lease date January 29, 1997:

Statement of Agreement

§1. Term of Agreement. Lessor and Lessee hereby reaffirm the term of this agreement extends through January 29, 2022.

§2. Use of Premises. Lessee shall vacate 94 North High Street, Gahanna, Ohio by February 29, 2008 with no further rights of use or responsibilities for the Premises, including payment of real estate taxes, utilities, and insurance. Lessor shall indemnify and hold Lessee harmless from any and all damages, costs (including reasonable attorney fees), liabilities and causes of actions that accrue on or after February 29, 2008.

§3. Guarantee of Office Space. In recognition that the Lessor has encouraged the Lessee to relocate from the original premises and enter into a new Sub-Lease agreement with the Gahanna Community Improvement Corporation, the Lessor hereby guarantees, with 180 days written notice from the Lessee, to secure or provide office space of similar size, amenity, location, expense and all other material aspects for the Lessee should such space become unavailable from the Gahanna Community Improvement Corporation. The exercise of said guarantee will require the execution of a new Amendment or new Lease between the Lessor and the Lessee for the new space. Lessee shall not be legally obligated to enter into a new amendment or lease for said space.

§4. Future Rental Expenses. In the event of a new Amendment or new Lease, Lessor and Lessee agree that the terms for rental expenses for the new space shall not exceed the rental expenses as contained in the then current Sub-Lease terms with the Gahanna Community Improvement Corporation and unless negotiated otherwise shall be fixed for the remainder of the Sub-Lease period. The Sub-Lease terms shall have been equitably apportioned between the Lessee and the other tenants of the

secured space. The monthly rental expense shall be inclusive of utilities (excepting phone and internet), liability insurance, real estate taxes and any other cost and expense related to the tenancy.

§5. Right to Termination. Should Lessee enter into a new Lease with a party other than the Lessor or the Gahanna Community Improvement Corporation for the purposes of the primary offices of the Lessee, such action shall be considered a notice of Termination of the entire agreement by the Lessee. Said Termination shall be effective on the effective date of the new Lease with a party other than the Lessor or the Gahanna Community Improvement Corporation. Lessee shall not be liable for said Termination.

IN WITNESS WHEREOF, the Lessor and Lessee, through their duly authorized representatives, have executed this Amendment to the Lease on the date first written above.

Signed and acknowledged in the presence of: CITY OF GAHANNA

Witness Rebecca W. Stinchcomb, Mayor

Witness GAHANNA AREA CHAMBER OF COMMERCE
Robert P. St. Germain, Chairperson

Approved as to form: _____
Thomas L. Weber, City Attorney

STATE OF OHIO
COUNTY OF FRANKLIN

This document was acknowledged before me on _____, 2008 by Rebecca W. Stinchcomb, Mayor of the City of Gahanna, on behalf of the City.

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN

This document was acknowledged before me on _____, 2008 by Robert P. St. Germain, Chairperson of the Gahanna Area Chamber of Commerce, on behalf of the Board of Directors.

Notary Public