

AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____, 2013, between CUYAHOGA COUNTY, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County, as may be amended (hereinafter termed "OWNER"), and its successors and assigns having its offices at 1219 Ontario Street, Cleveland, Ohio 44114 and OM Partners, LLC dba as Ostendorf-Morris, an Ohio limited liability company, (hereinafter termed "AGENT") and its successors and assigns, having its principal offices at 1100 Superior Ave., Cleveland, Ohio 44114.

WITNESSETH:

WHEREAS, OWNER is in possession of certain real estate and building known as the Cuyahoga County Samuel R. Gerber Medical Examiner's Building, an office building and its parking facility, located at 11001 Cedar Road, in the City of Cleveland, Ohio 44106 (which said real estate and said Buildings are hereinafter together called "The Gerber Building" or "the Property"); and

WHEREAS, AGENT is a licensed broker engaged in the management of real estate and in a general real estate brokerage business in Ohio; and

WHEREAS, OWNER is desirous of employing the services of AGENT in the manner and upon the terms and provisions hereinafter set forth;

WHEREAS, OWNER issued a request for proposal on or about August 9, 2013 (RFP #27202) for these services, which said RFP and Agents response (dated August 29th, 2013) are incorporated herein by reference;

NOW THEREFORE, in consideration of the promises of the parties hereto, each to the other, and other good and valuable considerations, the parties hereto agrees as follows:

ARTICLE I

- A. Appointment of AGENT. OWNER does hereby employ AGENT, and AGENT agrees to serve as sole and exclusive managing agent of OWNER for and in connection with the Property for an initial term of FIVE (5) YEARS, commencing on the 1st day of November, 2013, and ending on the 31st day of October, 2018.

OWNER may extend the term of this agreement for an additional period of five (5) years under the same terms and conditions except the monthly management fee shall be increased from \$4,500.00 to \$5,000.00 per month. OWNER shall exercise said option by providing AGENT ninety (90) day prior written notice of its election to extend the term. AGENT must provide written approval within 30 days of this notice, and both parties must formally approve the said option.

AGENT shall, at all times, perform its management services diligently and in a first-class manner designed best to protect and to promote the reasonable interests of OWNER in the successful operation of the Property.

All services of the AGENT hereunder shall be supervised by Agent's, Vice President, Real Estate Management Services. All employees of the AGENT shall be qualified (and to the extent required by law, duly licensed) for the services which they respectively perform, and accounts shall be kept in conventional form suitable for prompt auditing and review. Accounts and records relating to the Premises and its operation (including, without limitation, all books, accounts and records referred to in Article VIII hereof) will be made available to the OWNER and its authorized accountants and auditors during all normal business hours.

Office facilities, staff and equipment required for the efficient operation and maintenance of said Gerber Building shall be maintained by AGENT, except that OWNER agrees to furnish and equip, at OWNER'S cost, for the use of AGENT in the performance of this Agreement, office space, repair shops, storage and such other space reasonably required by the AGENT, the total size of which shall be mutually agreed to.

- B. Termination for Cause This AGREEMENT can be cancelled by OWNER with thirty (30) days prior written notice to the other in the event of either material breach by OWNER or AGENT of its obligations under this AGREEMENT, provided that the receiving party shall have 30 days from the date of receipt of the notice, to commence and diligently pursue correction of the cause specified, by giving notice to the other party, in which case the notifying party's cancellation notice shall be void and without effect.

Failure to make and timely file the appropriate federal, state and local reports with respect to the Gerber Building shall be grounds for termination by Owner.

Upon termination of this Agreement, however, the original copies of all leases and true copies of all other documents and records related to the management of the Property shall be delivered by AGENT to OWNER within thirty (30) days.

- C. Termination for Bankruptcy In the event a petition in bankruptcy is filed by AGENT, or in the event that AGENT shall make an assignment for the benefit of creditors or either fails to discharge within 30 days any petition in bankruptcy filed against AGENT, OWNER may terminate this AGREEMENT immediately upon giving notice to the other party.
- D. Notwithstanding the foregoing, either party may, at its option and in its sole and absolute discretion, elect to terminate this Agreement upon sixty (60) days written notice to the other party.
- E. Payment of Fees and Commissions Upon Termination Upon the termination of this Agreement for any reason, OWNER shall immediately pay to AGENT all management fees and commissions earned to date.

ARTICLE II - SERVICES OF AGENT

- A. The Agent, at its own expense, except as otherwise hereinafter expressly provided, shall (i) supply all services pertaining to management and operation of the Gerber Building, including all supervision, billing, collections and bookkeeping incidental thereto, and (ii) provide adequate and suitable qualified personnel, facilities and equipment for the performance of such functions. It is agreed that such administrative and clerical personnel necessary for the performance of such functions shall be employees of and on the payroll of AGENT and shall be paid for out of AGENTS's compensation hereinafter provided. However, the expenses incurred by AGENT for operating employees of the grade of Property Manager and below (but only as provided in Article III of this Agreement), shall be charged to the Premises. Further, all contract services, if provided, related to cleaning, security, maintenance, utilities, and the purchase of all supplies, as provided in Article IV of the Agreement, shall be charged to the Gerber Building. All persons working in, about or on behalf of the Gerber Building shall do so under the supervision or with the approval of AGENT and not as employees of OWNER.
- B. In addition, the parking garage will be secured and cleaned and the parking garage access card system will be maintained and administered by AGENT. The AGENT is, further, responsible for collection of any income or monthly rent for such parking spaces.
- C. Incorporated herein by reference is certain information specifically in relation to day-to-day operations contained in the proposal dated August 9, 2013 for management services (RFP #27202); also attached and incorporated herein by reference is Agents response dated August 29th, 2013. In case of any conflict between the two documents the RFP shall prevail.

ARTICLE III - OPERATING EMPLOYEES

- A. The Agent is hereby authorized to employ, pay, supervise, direct, and discharge such personnel as may be reasonably required for the operation of the Gerber Building, at wages and employee benefits not in excess of those specified in an annual operating budget or subsequent adjustment thereto which has been approved by OWNER ("Operating Budget"), to carry Workers¹ Compensation insurance (and when required by law, compulsory Non-Occupation Disability Insurance) in required amounts covering such employees, and to use reasonable care in the selection of such employees. All costs incurred for such employees shall be at the expense of the Geber Building, including without limitation, payroll, federal, state and local payroll taxes, unemployment insurance contributions, social security (FICA) payments, workers' compensation insurance, other benefits (including bonuses, 401k plans, medical and health insurance and vacation) and the administrative expenses associated therewith consistent with the approved annual budget. All such employees shall be employees of Building Services LTD, which is an Ohio limited liability corporation (hereinafter called "Service Company"), and not employees or agents of OWNER.
- B. Reimbursable wages and benefits shall not, without OWNER'S approval, which such approval shall not be unreasonably withheld, exceed the amounts set forth in the annual Operating Budget.
- C. Upon payment by AGENT, AGENT shall be reimbursed out of the Operating Account for costs of the base salaries and wages, pro rate amount of the applicable employees target bonus incentives attributable for the applicable pay period, payroll taxes, insurance, workers' compensation, benefits, payroll and benefits administration fees of all personnel. Such reimbursement shall be due on the date of payment of any such expenses by AGENT.

**ARTICLE IV - PURCHASE OF SUPPLIES & CONTRACTS
FOR LABOR & MATERIAL**

- A. All purchases of necessary supplies and contracts for labor and materials for the account of the Gerber Building shall be made upon a competitive basis and charged to the Gerber Building. All contracts entered into for supplies and/or labor and materials shall be entered into by AGENT on behalf of and as AGENT for OWNER. AGENT shall obtain the prior written consent of OWNER before entering into any contract with any person, firm and/or corporation related to or affiliated with AGENT. Contracts for labor and materials in excess of \$15,000 shall be submitted to OWNER for prior written approval. All invoices shall be promptly paid and all discounts shall accrue to the benefit of the OWNER. No such contract shall be entered into without containing a clause giving OWNER the right to cancel and terminate the contract upon thirty (30) day advance written notice.

- B. AGENT shall not make any single purchase, nor do any work, unbudgeted under the Operating Budget, the cost of which shall exceed \$15,000, without obtaining the prior written approval of OWNER, except in circumstances which AGENT shall deem to constitute an emergency requiring immediate action for the protection of the Gerber Building or of occupants or visitors or to avoid the suspension of necessary services. AGENT shall notify OWNER as promptly as reasonably possible of the necessity for, the nature of, and cost of, such emergency repairs or compliance.

- C. It is understood that AGENT shall not be required to undertake the making or supervision of extensive reconstruction or rehabilitation of the Premises or any part thereof, except after agreement by the parties as to any additional fee to be paid for such services. OWNER shall receive the benefit of all discounts and rebates obtainable by AGENT in its operation of the Gerber Building and AGENT shall make payment of all bills and/or invoices from the Operating Account and take full advantage of all such discounts and rebates, provided that funds for such purpose are available.

ARTICLE V. - REPAIRS AND ALTERATIONS

- A. AGENT shall use its commercially reasonable efforts to ensure that the Gerber Building is at all times properly maintained in an attractive condition and in a good state of repair. In this regard, AGENT is authorized to make such repairs and alterations to the Gerber Building as may in AGENT'S reasonable judgment be required to keep the Gerber Building in compliance with law as well as safe, sound and rentable condition, the cost thereof being charged to the Property. Except in the case of emergency or an approved budget item, any repair or alteration job and any capital expenditure in excess of Three Thousand Dollars (\$3,000) shall be submitted to the OWNER for prior written approval. In cases of emergency, AGENT shall endeavor to notify OWNER as soon as possible of the nature thereof and the approximate cost of repairs. Repairs to the Gerber Building which cannot be handled by personnel performing operating services for the Gerber Building shall be handled either by outside contractors approved by AGENT, or if above the Three Thousand Dollars (\$3,000) approval limitation, by outside contractors first approved in writing by the OWNER. AGENT shall supervise all work done in or about the Gerber Building on behalf of the OWNER and when so done, shall verify all contractors' invoices. AGENT may request pricing using OWNERS trades employees and request use of such Trades for any or all work performed. Taking into consideration OWNERS insurance policies, AGENT shall establish standards for insurance coverage, licensing, adequacy of supervision, etc., for outside contractors desiring to perform work in or on the Premises.
- B. AGENT shall not file, and shall use its commercially reasonable efforts to ensure that no other party suffers to be filed, any material man's or mechanic's lien against the Property arising out of material incorporated therein or work performed therein or thereon upon the request or order of AGENT. AGENT shall require Waivers of Lien on all written contracts over Three Thousand Dollars (\$3,000).

ARTICLE VI - RENT COLLECTION

The AGENT is authorized for the account of the OWNER to collect all rentals or other income accruing to the OWNER from the Gerber Building during the term of this Agreement when such amounts become due. With respect to the Gerber Building, AGENT shall not make any charge to, or receive any payment from, any tenant of the Gerber Building otherwise than for the account of the OWNER, without the OWNER'S consent. OWNER, at its option, and upon notice to Property Manager, may pay directly all taxes, special assessments, insurance premiums and mortgage payments for the real property in which the Gerber Building is located.

ARTICLE VII - BANK ACCOUNTS

All monies collected for the account of the Premises by AGENT shall be promptly deposited with a Bank or Banks designated by OWNER, in an account used for the deposit and disbursement of funds pertaining to the Premises. The account is designated as KEY BANK, and such funds shall not be co-mingled with OWNER'S or AGENT'S own funds. AGENT shall be authorized to draw upon such account, but only for the purposes of this Agreement, including payment of all amounts herein provided to be charged to the Gerber Building, and under no circumstances shall it be drawn upon for any other purposes, or to the benefit of AGENT, except for AGENTs compensation has herein stipulated; provided, however, that nothing herein contained shall require AGENT to advance any money for the Gerber Building.

ARTICLE VIII - MONTHLY STATEMENTS AND REMITTANCES

AGENT shall keep books, accounts and records on a cash basis that reflect all revenues and all expenditures incurred in connection with the management and operation of the Gerber Building. The books, accounts and records shall be maintained at the AGENTs principal place of business. On or before the 20th day of each month from and after the first month after the effective date hereof, AGENT shall furnish to the OWNER a detailed statement of all revenues and expenditures for each

proceeding month, as well as such other information relating to the operation or management and other activities pertaining to the Gerber Building that, in the opinion of AGENT, require the attention of OWNER. Included in this monthly reporting shall be a quarterly Preventive Maintenance Report. Upon termination of this Agreement by lapse of time or otherwise, AGENT shall as soon as possible and practical, within thirty (30) days thereafter, make full settlement with OWNER and deliver to owner all books, accounts and records pertaining to the Gerber Building. Included in AGENT'S responsibilities shall be the timely filing of all appropriate federal, state and local reports required with respect to the Property and to the tasks for which AGENT has been hired in compliance with government regulations, including, but not limited to, such items as unemployment compensation and workers' compensation.

ARTICLE IX - OPERATING BUDGET

- A. Operating Budget. AGENT shall prepare and submit for OWNER'S approval a line item Operating Budget for the operation of the Gerber Building, and shall thereafter prepare and submit to OWNER for its approval no later than thirty (30) days preceding the end of OWNER'S Fiscal Year an Operating Budget for the following Fiscal Year. The Operating Budget shall include the amount budgeted for each item in the budget and shall include AGENT'S written commentary explaining the basis for the various income and cost estimates. OWNER shall provide, as needed, an annual supplement as estimated below, in support of the Gerber Building's operations; to cover emergency requests, project requests and any operating account shortfall should annual building lease revenues be less than annual building operating expenses paid by the agent. The AGENT may request these funds, and OWNER has sole discretion to release these funds for the purpose of supporting building operations. The estimated amounts, which do not include the \$4,500.00 per month management fee, are:

Year 1	\$150,000.00
Year 2	\$160,000.00
Year 3	\$170,000.00
Year 4	\$180,000.00
Year 5	\$190,000.00

- B. Approval and Authority. Each Operating Budget will be subject to the prior written approval of OWNER, and AGENT and OWNER will, after submission of a proposed Operating Budget by AGENT, cooperate in reviewing same. After an Operating Budget has been approved by OWNER, AGENT will be free to incur the expenditures for the purposes and in the manner stated without the further consent of OWNER. Approval of the Operating Budget will be in OWNER'S sole and absolute discretion.

ARTICLE X

- A. Indemnification. AGENT agrees to, and does hereby, indemnify and save harmless OWNER from all damage, loss, or liability and all expense, cost, or charges in connection therewith (including, but not limited to, attorney's fees), related to or arising in connection with damage, loss or liability caused by AGENT'S negligence or willful misconduct.
- B. Insurance. OWNER shall procure, pay for, and keep in force during the term of this AGREEMENT property damage insurance in such amounts as will be sufficient to protect the Gerber Building and the cost of such insurance, or any insurance determined to be necessary and appropriate shall be charged to the expense of the Property. OWNER is self-insured with respect to losses from personal injury liability. For the insurance coverage hereinafter identified, the minimum and other amount of such coverage shall be as specified.
1. Property Damage: Not less than \$1,000,000 per occurrence; \$2,000,000 products/completed operations aggregate; \$2,000,000 general aggregate.

There shall, at all times, be in the possession of AGENT either the policy referred to in this Paragraph or memoranda copies thereof, together with appropriate certificates. OWNER shall provide thirty (30) days written notice to AGENT prior to the cancellation of any of the insurance policy provided for herein.

AGENT may elect to procure insurance coverage for equipment and personal property owned or used by AGENT at the Property. The cost of all such insurance shall be paid by AGENT and not charged as an expense of the Property.

C. Legal Requirements and Violations

1. Consistent with AGENT'S obligations to provide first-class property management services pursuant to the terms of this AGREEMENT, AGENT will exercise reasonable efforts to determine whether or not the Property and activities thereon are in compliance with all applicable Legal Requirements, as hereinafter defined, at OWNER'S expense. OWNER acknowledges, however, that AGENT does not have the expertise to provide, and has not agreed to provide, any engineering, architectural, environmental consulting, or similar professional services (nor are any of AGENT'S partners, officers, or employees authorized to provide any such services). AGENT shall forward to OWNER, immediately upon receipt of any notices received by AGENT alleging violation by the Property of any Legal Requirements, including, but not limited too any such violations alleged to be caused by activities on the Property by tenants (collectively, "Violations"). AGENT similarly shall notify OWNER of any condition or activity of which it has actual knowledge and which it actually recognizes as a probable Violation of a Legal or safety Requirement. AGENT agrees to consult and cooperate with OWNER and any professional advisor retained by OWNER pertaining to Violations.
2. Notwithstanding any other provision of this AGREEMENT to the contrary, AGENT'S obligations hereunder for determining whether or not the Property and activities thereon comply with Legal Requirements shall be limited to its obligations set forth in the preceding subparagraph (1). To the extent permitted under Ohio law, OWNER agrees to indemnify, defend, and hold harmless AGENT, its partners, directors, officers, employees, and agents their respective heirs, successors and assigns, from and against any loss, damage, penalty, expense, or liability whatsoever, known or unknown, contingent or

otherwise, directly or indirectly arising from or attributable to Violations or alleged Violations (unless arising solely as a result of the negligence or willful misconduct of AGENT).,

3. As used herein, the term "Legal Requirements" shall mean all present or future building, zoning, safety, accessibility, hazardous materials, air and water quality, and environmental laws, ordinances, rules and regulations, including but not limited to the Americans with Disabilities Act of 1990 and the Clean Air Act, all as amended from time to time, and the rules and regulations promulgated thereunder.
4. Notwithstanding the foregoing, the OWNER represents and warrants to the AGENT that, to the best of its knowledge, except as set forth in Exhibit A Attached hereto and made a part hereof, the Property contains no: (i) asbestos, ii) PCB's, and/or (iii) any other hazardous substances.

ARTICLE XI

- A. Management Fee. For AGENT'S management services hereunder, AGENT shall receive a management fee equal to FOUR THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) per month. Such management fee shall be paid to AGENT in monthly installments. This management fee shall cover AGENT'S costs of executive management, office administration and accounting services utilizing AGENT'S staff personnel except for an allocation equal to 25% of the property manager's compensation including all payroll taxes and benefits which shall be reimbursed as a direct building expense. All other AGENT'S expenses and costs of maintaining and operating the property shall be charged to the Agency account described in Article VII. Payment of the management fees to the Agent shall have priority over the payment of any and all other expenses and obligations of the Property, including, without limitation, payments for mortgages, taxes, insurance and utilities. The OWNER'S failure to pay the management fees to the AGENT shall be deemed to be a material breach of the OWNER'S obligations under this AGREEMENT.

ARTICLE XII

- A. In the event OWNER shall request AGENT to provide contracting and/or construction management services for alteration or improvement work at the property, such services may be provided by AGENT's subsidiary company, _ for a separate fee to be mutually agreed upon by OWNER and AGENT. It is agreed that the provisions of this Article XII-A shall apply to construction supervision services for tenant space preparation work charged to the expense of the Property and for construction, demolition, or rehabilitation projects and shall not apply to routine maintenance repair work. Agent shall submit to OWNER for review and approval all cost proposals from said subsidiary and additional proposals from other vendors to assure a competitive price.
- B. Alterations and Improvements by Others. In the event alteration and improvement work at the property is provided by a third party contractor and not by AGENT's subsidiary as set forth in XII-A above, upon the request of OWNER, AGENT may, with prior written approval of OWNER, provide construction supervision services for a separate supervision fee equal to FIVE PERCENT (5%) of the total actual cost of the work involved.
- C. Other Services. In the event OWNER requests AGENT to perform any management-related services in connection with the Property which are outside the scope of services provided for herein, AGENT shall be entitled to a separate fee, the amount of which fee shall be negotiated between OWNER and AGENT. Such additional services include, without limitation:
- (i) Preparing as may be requested special market research reports or market analyses.
 - (ii) Performing special accounting which is in addition to or in lieu of standard property management accounting including the cost of software which may be required to meet OWNER'S special requirements.
 - (iii) Handling or assisting in the settlement of insurance claims covered by fire insurance extended coverage insurance, property damage insurance, and other types of similar risk insurance which OWNER elects to carry, except rental insurance.

- (iv) Participating in legal proceedings that require appearance in court.

ARTICLE XIII

- A. Relationship. The relationship of the parties to this AGREEMENT shall be that of Principal and AGENT and all duties performed by AGENT under this AGREEMENT shall be for and on behalf of OWNER and for OWNER'S account. Nothing in this AGREEMENT shall be construed as creating a partnership or joint venture between OWNER and AGENT.
- B. Notices. Notices required or permitted to be given hereunder shall be deemed properly given if personally delivered or sent by registered or certified United States mail addressed as follows:

If to OWNER: Cuyahoga County Department of Public Works
2100 Superior Viaduct, Cleveland, Ohio 44113
ATTN: Bonnie Teeuwen, Director

If to AGENT: Ostendorf-Morris Company
1100 Superior Ave. Cleveland, Ohio 44114
ATTN: Real Estate Management Services

The above addresses may be changed by written notice to the other party.

- C. Dispute Resolution. Any controversy or dispute between the OWNER and the AGENT arising out of this AGREEMENT or its construction or interpretation or the transactions contemplated thereby shall, upon the written request of either party to this AGREEMENT, be submitted to arbitration at Cleveland, Ohio, and settled by a panel of three (3) arbitrators in accordance with the Commercial Rules of the American Arbitration Association then in effect. The OWNER and AGENT shall each select one arbitrator to arbitrate such disputes, controversies and/or claims. The parties shall unanimously agree on the selection of a third

arbitrator. Any award rendered by the arbitrators shall not be determinative of the rights and obligations of the parties hereto in regard to the dispute, and such award may be appealed to the Court of Common Pleas, Cuyahoga County, Ohio. Notwithstanding the foregoing, the authority of the panel of arbitrators shall be limited to the construction and interpretation of this AGREEMENT, and such panel of arbitrators shall have no authority to modify the terms thereof. The parties agree to pay the cost of its selected arbitrator and to equally share the cost of the third arbitrator.

- D. Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement, which shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- E. Governing Law. This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Ohio.
- F. Exhibits and Attachments. Any and all exhibits, schedules and attachments to this AGREEMENT are incorporated herein and made a part of this AGREEMENT.
- G. Waiver. The failure of OWNER or AGENT to insist, in any one or more instances, upon performance of any of its terms or conditions of this AGREEMENT, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.
- H. Severability. In the event that any of the terms or provisions of this AGREEMENT shall, to any extent, be found by the panel of arbitrators as provided for in paragraph C of this Article VI of this AGREEMENT and/or by a court of competent jurisdiction, to be invalid or unenforceable, then the remaining terms and provisions of this AGREEMENT shall not be affected thereby, and each term and provision of this AGREEMENT shall remain and be valid and shall be enforced to the fullest extent, or to the fuller lesser extent, as

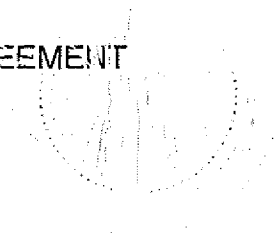
permitted by law.

- I. Entire Agreement. This AGREEMENT, together with all exhibits and schedules attached hereto or documents executed in connection herewith, contain the entire understanding of the parties concerning the subject matter hereof; and the same shall not be amended or modified except upon the mutual written agreement of the OWNER and the AGENT.
- J. Remedies. Except as herein expressly provided, the rights and remedies provided herein shall be cumulative and the exercise thereof by any party hereto shall be without prejudice to the enforcement of any other right or remedy authorized by law or this AGREEMENT against any other party hereto.
- K. Assignment
 - 1. This AGREEMENT may not be assigned by AGENT without prior written consent of OWNER except to any entity resulting from a merger or consolidation with AGENT or any entity to which all or substantially all of the AGENT'S assets are transferred.
 - 2. This AGREEMENT may not be assigned without the prior written consent of the AGENT, and if title to the Property changes, AGENT, upon fifteen (15) days written notice, retains the right to terminate this AGREEMENT or renegotiate the terms of this AGREEMENT.
- L. Parties Bound. This AGREEMENT shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- M. Captions. The captions and section headings used in this AGREEMENT are for convenience and reference only, and they are not a part of this AGREEMENT and they shall not be used in the interpretation of the terms and conditions of this AGREEMENT.

- N. SBE SUBCONTRACTOR PARTICIPATION. AGENT acknowledges that the OWNER has adopted a Small Business Enterprise policy and program to encourage SBE involvement in County business. AGENT will utilize good faith, best efforts to work towards the SBE goal of 30% participation for this contract.
- O. DISCRIMINATION. The County and Lessor agree that in the performance of this contract, there shall be no discrimination against any person because of sexual orientation, race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act, the Laws of the State of Ohio, County of Cuyahoga, City of Cleveland and any such violations thereof shall be deemed a breach of this Agreement. IAC further acknowledges that all County contracts are subject to all applicable County ordinances, including, but not limited to, The Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and Lessor agrees to comply with all such ordinances as an integral part of this Agreement. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

By entering into this contract I agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

OWNER and AGENT have executed and delivered the foregoing AGREEMENT at Cleveland, Ohio, as of the day, month, and year first above written.



BARBARA WEYBURN BEA
Notary Public
County of Cuyahoga
State of Ohio
My Commission Expires Feb. 9, 2015

OM PARTNERS, LLC dba OSTENDORF-MORRIS

BY: _____

ITS: _____

CUYAHOGA COUNTY:

Edward FitzGerald, County Executive

BY: _____

2013-11-15 17:36:16

ITS: _____

ACKNOWLEDGMENT FOR AGENT

OM PARTNERS, LLC dba OSTENDORF-MORRIS

STATE OF OHIO)

) SS:

COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named OM PARTNERS, LLC. An Ohio Limited Liability Company. By: Jeff Coyle

Its: Managing Partner who acknowledged that s/he did sign the

foregoing instrument and that the same is the free authorized act and deed of the aforementioned OM PARTNERS, LLC. and his/her free act and deed personally and as said officer of such OM PARTNERS

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at, Ohio, this 27th day of September, 2013.

Barbara Weyburne Notary Public (Notarial Seal)

BARBARA WEYBURN

Notary Public

County of Cuyahoga

State of Ohio

My Commission Expires Feb. 9, 2015