

2013 AMENDMENT TO LEASE AGREEMENT
CUYAHOGA COUNTY & STONEBRIDGE CENTER, LTD.

THIS AMENDMENT TO LEASE AGREEMENT is made this _____ day of _____, 2013, by and between STONEBRIDGE CENTER, LLC (which, with its future successors and assigns, is hereinafter referred to as "Lessor" or "Landlord"), and CUYAHOGA COUNTY, (hereinafter referred to as "Lessee" or "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a certain OFFICE LEASE dated June 11, 2003 (hereinafter referred to as the "Lease"), for a period of ten (10) years commencing August 1, 2003 and terminating on July 31, 2013, in which Landlord leased to Tenant and Tenant, on behalf of Cuyahoga County Engineer, leased from Landlord premises in that certain office building (the "Building") known as Stonebridge Center, 2100 Superior Viaduct, Cleveland, Ohio; and

WHEREAS, the Landlord and Tenant are desirous of extending the Term of the Lease (hereinafter referred to as "Extended Lease Term").

NOW, THEREFORE, in consideration of the mutual covenants contained in the Lease and herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. Integration of 2013 Amendment and Lease:

This 2013 Amendment and the Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this 2013 Amendment and the terms and provisions of the Lease, the terms and provisions of this 2013 Amendment shall, in all instances, control and prevail.

2. Parties

The Tenant, "Board of County Commissioners, Cuyahoga County" shall now be referred to as "Cuyahoga County" and "Department of Public Works" in addition to "Engineer".

3. Extension of Lease Term

Landlord and Tenant covenant and agree that the Lease Term shall be extended for a period of fourteen (14) months that shall commence August 1, 2013 and shall terminate and expire September 30, 2014, ("Extended Lease Term").

4. Rent

Notwithstanding anything contained in the Lease to the contrary, Tenant hereby agrees to pay Landlord and Landlord hereby agrees to accept as Rent for the Premises during the period of the Extended Lease Term the following amounts:

A. Base Rent

<u>Period</u>	<u>Monthly Rent</u>	<u>Rent for 14 month Term</u>
8/1/2013 thru 9/30/14	\$37,105.33	\$519,474.62

B. Additional Base Rent

A payment of \$2,000.00 per month shall also be paid monthly to Landlord to address the Tax Adjustment payment for the Extended Lease Term. The amount due and owing shall be based upon the actual tax bill for the Extended Lease Term. Any deficiency shall be paid by the Tenant, and Landlord shall refund any overpayment of the Tax Adjustment. The total Additional Base Rent paid over the Extended Lease Term shall be \$28,000.00.

The Base Rent and Additional Base Rent for the Extended Lease Term shall total \$547,474.62.

C. Supplemental Rent

In addition to the above referenced Base Rent and Additional Base Rent, a one time payment of 164,667.16 shall be paid as Supplemental Rent to be attributed to any and all rent deficiencies and/or Tax Adjustment from the original Lease Term and as full payment for Tax adjustment payments called for in the original Lease. This shall extinguish any and all claims for Annual Base Rent, Additional Base Rent, Base Rent and Adjusted Annual Rent, including any Tax Adjustment payments contemplated under the original Lease (through July 31, 2013).

This entire 2013 Amendment (Section 4 A., B., & C) shall total \$712,141.78.

5. Landlord's Work

Pursuant to the 2013 Amendment Landlord will shampoo all carpets in the Demise. Additionally window treatments for three offices on floor 6R (Oliver, Dever, Kosilesky) shall be installed to address sun glare. Both of these actions shall be accomplished within forty-five days of execution of this 2013 Amendment.

6. 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>.

7. Electronic Signature

By entering into this Agreement, the undersigned agrees on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub grantees, 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.

8. Broker

Tenant shall not be responsible in anyway for any brokerage fees in connection with this 2013 Amendment.

9. Counterparts

This 2013 Amendment may be executed in one or more counterparts, all of which together shall constitute one instrument.

10. Lease in Full Force and Effect.

The Landlord and the Tenant hereby mutually acknowledge and agree that the Lease has been fully executed and delivered and is hereby ratified. Except as expressly modified or amended by this 2013 Amendment, all the terms and provisions of the Lease shall remain unchanged and in full force and effect.

THIS 2013 AMENDMENT has been executed by the undersigned as of the date first above written.

TENANT:

CUYAHOGA COUNTY

By: 

ITS:

Edward FitzGerald
County Executive

LANDLORD:

STONBRIDGE CENTER, L.L.C.

By: 

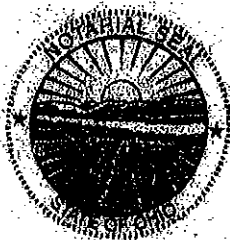
ITS:

Mary Member

Date: 4/8/2013

STATE OF OHIO)
) SS:
LAKE)
COUNTY OF CUYAHOGA)

On this 8th day of APRIL, 2013, before me appeared the above
named STONBRIDGE CENTER, LLC by DOUGLAS E. PRICE III
ITS MANAGING MEMBER who
acknowledged that said instrument was signed by him as his free act, free act and deed as
said officer and free act and deed of said entity.

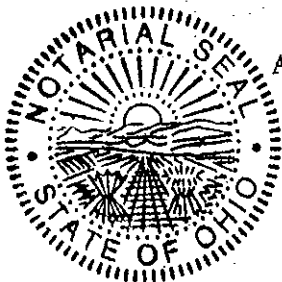


KAREN LAUBER
Notary Public, State of Ohio
My Commission Expires 11/04/2014
Recorded in Cuyahoga County

[Signature]
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 1st day of June, 2013, before me appeared the above for belief
CUYAHOGA COUNTY, by MATT CALLOH its of
Chief of Staff who acknowledged that said instrument was signed by him/her Edward F. [unclear]
as his/her free act and deed and as the free act and deed of said County. its County
Executive



ANDRIA RICHARDSON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 7/27/15

[Signature]
Notary Public

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)	
Business name, if different from above STONEBRIDGE CENTER LLC	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company Enter the tax classification (Disregarded entity, S corporation, Partnership) <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions)	
Address (number, street, and apt. or suite no.) 4420 JARWIN RD	Requester's name and address (optional)
City, state, and ZIP code WILLOUGHBY, OHIO 44094	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person **Eileen Dwyer**

Date **4/8/2013**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

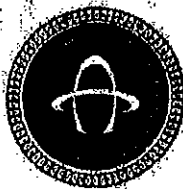
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.



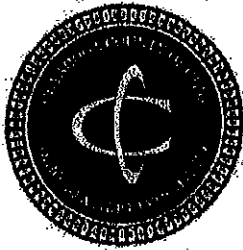
**Cuyahoga County
Multi-Inclusive Vendor Ethics Training**

Certificate of Completion

is hereby granted to

K&D

December 21, 2011



**CUYAHOGA COUNTY
DEPARTMENT of PUBLIC WORKS**

Required Document for Award Recommendations to Cuyahoga County Executive

Please complete the following information and fax back to the Office of Procurement & Diversity.

Company Name:	STONEBRIDGE CENTER, LLC
Primary Ownership:	DOUGLAS E PRICE, III
Title:	MANAGING MEMBER
Address:	4420 SHERWIN RD, WILLOUGHBY, OHIO 44094
Phone Number:	440 946 3600
Name of Person Completing Form:	EILEEN DRIGGS
Signature:	<i>Eileen Driggs</i>
Title:	LEGAL ASSISTANT

If there is more than one (1) primary owner, please complete information for that / those person(s) as well



CUYAHOGA COUNTY
DEPARTMENT of PUBLIC WORKS

MEMORANDUM

MULTIPLE VENDOR PRINCIPAL OWNER (S) IDENTIFICATION SHEET

Please complete the following information:

If there is more than one (1) owner, please complete information for those person(s) as well.

Vendor's Legal Name	STONEBRIDGE CENTER, LLC
Primary Owner	DOUGLAS E. PRICE III
Title	MANAGING MEMBER

Vendor's Legal Name	RESERVE APARTMENTS, LTD
Primary Owner	DOUGLAS E. PRICE III
Title	MANAGING MEMBER

Vendor's Legal Name	
Primary Owner	
Title	

Vendor's Legal Name	
Primary Owner	
Title	

Vendor's Legal Name	
Primary Owner	
Title	

Vendor's Legal Name	
Primary Owner	
Title	

Vendor's Legal Name	
Primary Owner	
Title	



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/18/2004	200416902740	RESTATMENT/ARTICLES OF ORGANIZATION LLC (LRA)	60.00	100.00	.00	.00	5.00

Receipt

This is not a bill. Please do not remit payment.

COWDEN HUMPHREY
50 PUBLIC SQUARE, SUITE 1414
ATTN: DEBORA LASCH
CLEVELAND, OH 44113

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**1255142**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

STONEBRIDGE CENTER, LLC

and, that said business records show the filing and recording of:

Document(s)

RESTATMENT/ARTICLES OF ORGANIZATION LLC

Document No(s):

200416902740

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 17th day of June, A.D.
2004.

J. Kenneth Blackwell
Ohio Secretary of State

STONEBRIDGE CENTER, LLC

4420 Sherwin Road
Willoughby, Ohio 44094

April 11, 2013

John Myers, Esq.
Real Estate Manager
Department of Public Works
Cuyahoga County
2100 Superior Viaduct
Cleveland, Ohio 44113

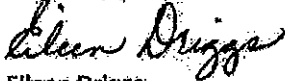
RE: *2013 Amendment to Lease Agreement
Cuyahoga County & Stonebridge Center, LLC.*

Dear Mr. Myers:

This letter is to certify that as an Authorized Representative of Stonebridge Center, LLC, I hereby confirm that Stonebridge Center, LLC does not currently have or had in the past, any employees. As such, Stonebridge Center, LLC does not hold a policy with the Ohio Bureau of Worker Compensation.

Please confirm that this letter serves as ample evidence to Cuyahoga County.

Very truly yours,



Eileen Driggs
Authorized Representative

General Information	Transfer History	Certified Values	Land Record	Residential Bldg Sketch	Taxes	Search Page	Field Definitions
PARCEL ID	003-18-019						
OWNERS NAME	STONEBRIDGE CENTER, LLC						
ADDRESS	02019 CENTER ST						
CITY	CLEVELAND						
ZIP	44113						
General Information							
OWNER	STONEBRIDGE CENTER, LLC			UNIT NUMBER			
CLASS	C			TAX DISTRICT	010		
LAND USE	4490			OWNER OCCUPIED			
LAND USE 2				TAX ABATEMENT			
ROAD TYPE	PV			NEIGHBORHOOD	90599		
WATER	MUN			TOTAL BUILDINGS	0		
GAS	Y						
SEWER	SNS						
ELECTRICITY	Y						

CUYAHOGA COUNTY ASSUMES NO LIABILITY FOR DAMAGES AS A RESULT OF ERRORS, OMISSIONS OR DISCREPANCIES CONTAINED IN THESE PAGES. PROSPECTIVE PURCHASERS SHOULD CONSULT A REAL ESTATE ATTORNEY AND PURCHASE A TITLE INSURANCE POLICY PRIOR TO THE SALE.



CERTIFICATE OF LIABILITY INSURANCE

STONE-2

OP ID: RR

DATE (MM/DD/YYYY)
04/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leverly Insurance Group, Inc. 3737 Park East Dr. STE 204 Beachwood, OH 44122 Peter M. Bern		Phone: 216-861-2727 Fax: 216-861-2957	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Stonebridge Properties LLC Stonebridge Center, LLC Condominiums at Stonebridge Stonebridge Plaza, LTD Catina at Stonebridge 4420 Sherwin Road Willoughby, OH 44094-7938		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		EPP0011712	02/04/2013	02/04/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			EPP0011712	02/04/2013	02/04/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		EPP0011712	02/04/2013	02/04/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NONE						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cuyahoga County is added as additional insured

CERTIFICATE HOLDER**CANCELLATION**

CUYAH-3 Cuyahoga County 2019 Center St Cleveland, OH 44113	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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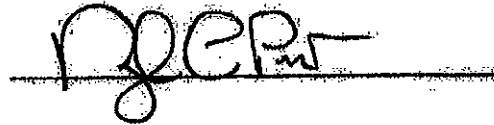
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AFFIDAVIT OF DOUGLAS E. PRICE III

My name is Douglas E. Price III. I am over the age of 18 and I am Managing Member of Stonebridge Center, LLC with offices currently located at 4420 Sherwin Road, Willoughby, Ohio 44094.

As Managing Member of Stonebridge Center, LLC, I am authorized to act on its behalf.

I declare that, to the best of my knowledge and belief, the information herein is true, correct and complete.

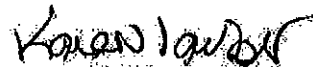


ACKNOWLEDGEMENT

STATE OF OHIO)
) ss
COUNTY OF LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-name STONEBRIDGE CENTER, LLC, an Ohio limited liability company, by Douglas E. Price III, its Managing Member, who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed of the limited liability company and his free act and deed personally and as Managing Member of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Willoughby, Ohio, this 16th day of April, 2013.



Notary Public



KAREN LAUBER
Notary Public, State of Ohio
My Commission Expires 11/04/2014
Recorded in Cuyahoga County