

2013 AMENDMENT TO LEASE AGREEMENT

THIS 2013 AMENDMENT TO LEASE AGREEMENT (the "2013 Amendment") is made this ____ day of _____, 2013, by and between BRE DDR GREAT NORTHERN LLC, a Delaware limited liability company ("Lessor"), successor-in-interest to DDR MDT Great Northern LLC ("Original Lessor"), and CUYAHOGA COUNTY (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS, Original Lessor and Lessee entered into a certain OFFICE LEASE dated February 14, 2008 (hereinafter referred to as the "Lease"), for a period of five (5) years commencing January 1, 2008 and terminating on December 31, 2012, in which Original Lessor leased to Lessee, and Lessee leased from Original Lessor, premises having approximately 2,175 square feet of space and known as Unit No. 42 of Great Northern Plazas (North) in North Olmsted, Ohio (the "Premises"); and

WHEREAS, Lessor succeeded to the right, title, and interest of Original Lessor in and to the Lease; and

WHEREAS, the Lessor and Lessee are desirous of extending the term of the Lease for a period that shall run from January 1, 2013 through December 31, 2013.

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, Lessor and Lessee hereby amend the Lease as follows:

1. Integration of the 2013 Amendment and Lease.

The foregoing recitals are incorporated herein by reference. This 2013 Amendment and the Lease shall be deemed to be, for all purposes, one instrument. Capitalized and defined terms used in this 2013 Amendment shall have the same meanings as those ascribed to them in the Lease unless the context clearly requires otherwise. 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. Extension of Lease Term.

Lessor and Lessee covenant and agree that the Lease term shall be extended for a period of one (1) year that shall commence January 1, 2013, and shall terminate and expire December 31, 2013 (the "Extension Term").

3. Annual Base Rent.

Notwithstanding anything contained in the Lease to the contrary, commencing as of the first day of the Extension Term, Lessee hereby agrees to pay Lessor, and Lessor hereby agrees to accept, as Base Rent for the Premises, without any deduction or setoff, the sum of \$44,587.20 per year, to be paid in twelve (12) equal, monthly payments, as provided in Section 4 of the Lease.

4. Renewal Option.

Lessor and Lessee hereby agree that Lessee shall have one (1) option to renew the Lease for a period of five (5) years upon the expiration of the Extension Term (the "Renewal Term"). The Renewal Term shall be upon all of the terms and conditions contained in Section 5 of the Lease, except that (i) Base Rent for the Premises shall be the Sum of Forty-Four Thousand Five Hundred Eighty-Seven Dollars and Twenty Cents (\$44,587.20) for the first two (2) lease years of the Renewal Term (\$3,715.60 per month), (ii) Base Rent for the Premises shall be the Sum of Forty-Six Thousand Seven Hundred Sixty-Two Dollars and Fifty-Six Cents (\$46,762.56) for the last three (3) lease years of the Renewal Term (\$3,896.88 per month) and (iii) Lessee must exercise the foregoing option to renew by written notice to Lessor given not less than six (6) months prior to the expiration of the Extension Term.

5. Discrimination.

Lessee and Lessor agree that in the performance of this 2013 Amendment, 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 2013 Amendment. Lessee and Lessor further acknowledges that all Cuyahoga County contracts are subject to all applicable Cuyahoga 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 reasonably comply with all such ordinances as an integral part of this 2013 Amendment. Copies of all Cuyahoga County ordinances are available on the Cuyahoga County Council's website at <http://council.cuyahogacounty.us>.

6. Electronic Signature.

By entering into this 2013 Amendment, Lessee 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 signatures may be executed by electronic means, and that the electronic signatures affixed by the Lessee to said documents shall have the same legal effect as if such signatures were manually affixed to a paper version of the 2013 Amendment. Lessee hereby agrees 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.

7. Broker.

Each of Lessee and Lessor represents to the other that it has not dealt with any broker in connection with this 2013 Amendment.

8. Counterparts.

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

9. Lease in Full Force and Effect.

Lessor and Lessee 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.

BRE DDR GREAT NORTHERN LLC,
a Delaware limited liability company
("Lessor")

By: 

David E. Weiss, Executive Vice President & Secretary

CUYAHOGA COUNTY
("Lessee")

By: 

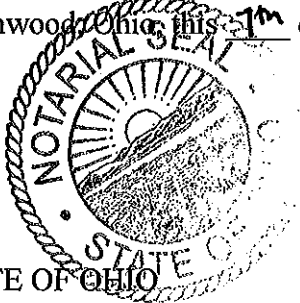
Its: Edward FitzGerald
County Executive

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared David E. Weiss, known to me to be the Executive Vice President of BRE DDR Great Northern LLC, the limited liability company which executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company, being thereunto duly authorized, that the same is his free act and deed as such officer and the free act and deed of said limited liability company.

* and
Secretary

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 1st day of February, 2013.



Notary Public
JENNIFER COLGROVE
Notary Public, State of Ohio
My Commission Expires 01/19/2015
Recorded in Lake County

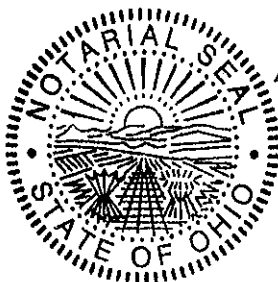
STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Math Carroll, known to me to be the Chief of Staff on of Cuyahoga County, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of Cuyahoga County.

behalf of
County
Executive
Edward
Fitzgerald

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 15 day of October, 2013.

Andria Richardson
Notary Public



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