

2013 AMENDMENT TO LEASE AGREEMENT
CUYAHOGA COUNTY &
CLEVELAND COMMERCE CENTER, INC.

THIS AMENDMENT TO LEASE AGREEMENT is made this 9th day of April, 2013, by and between CLEVELAND COMMERCE CENTER, INC. (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 (CE-0800492, authorized on July 10, 2008, No. 083129) 2008 LEASE (hereinafter referred to as the "Lease"), for a period of five (5) years commencing May 1, 2008 and terminating on April 30, 2013, in which Landlord leased to Tenant and Tenant, on behalf of Cuyahoga County Department of Children and Family Services, leased from Landlord property utilized for parking related to the Jane Edna Hunter facility (the "Building") located at E. 40th and Perkins Ave., Cleveland, Ohio; and

WHEREAS, the Landlord and Tenant are desirous of extending the Term of the Lease pursuant to the Renewal Option in the Lease("Renewal 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".

3. Extension of Lease Term.

Landlord and Tenant covenant and agree that the Lease Term shall be extended for a period of five (5) years that shall commence May 1, 2013 and shall terminate and expire April 30, 2018, ("Renewal Term"). The Tenant shall have the right to terminate this Lease during the Renewal Term at any time, for any reason with twelve (12) months written notice.

4. Rent.

Notwithstanding anything contained in the Lease to the contrary, Tenant hereby agrees to pay Landlord the aggregate amount of Three Hundred Twenty Seven Thousand, One Hundred Twenty Dollars and No Cents (\$327,120.00) for said Five-year period, the "Renewal Term". This amount shall pay for approximately 125 parking spaces pursuant to the following sums:

The sum of Sixty-Two Thousand, Four Hundred Three Dollars and No (\$62,403.00) for the first year commencing May 1, 2013. To be paid in equal monthly payments of Five Thousand Two hundred Dollars and Twenty-Five Cents (\$5,200.25).

The sum of Sixty-Three Thousand, Eight Hundred Seventy Dollars and No Cents (\$63,870.00) for the second year commencing May 1, 2014. To be paid in equal monthly payments of Five Thousand Three hundred Twenty-Two Dollars and Fifty Cents (\$5,322.50).

The sum of Sixty-Five Thousand, Three Hundred Seventy-Nine Dollars and No Cents (\$65,379.00) for the third year commencing May 1, 2015. To be paid in equal monthly payments of Five Thousand Four hundred Forty-Eight Dollars and Twenty-Five Cents (\$5,448.25).

The sum of Sixty-Six Thousand, Nine Hundred Eighteen Dollars and No Cents (\$66,918.00) for the fourth year commencing May 1, 2016. To be paid in equal monthly payments of Five Thousand Five hundred Seventy-Six Dollars and Fifty Cents (\$5,576.50).

The sum of Sixty-Eight Thousand, Five Hundred Fifty Dollars and No Cents (\$68,550.00) for the fifth year commencing May 1, 2017. To be paid in equal monthly payments of Five Thousand Seven Hundred Twelve Dollars and Fifty Cents (\$5,712.50).

5. Landlord's Work

All work and maintenance requirements for Landlord outlined in the 2008 Lease shall continue, with the addition of maintaining the access control systems to the parking area in good and operational order.

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 any way 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: X 

ITS: Edward FitzGerald
County Executive

LANDLORD:

CLEVELAND COMMERCE CENTER, INC.

By: 

ITS: President

Date: 04/11/2013

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 11th day of April, 2013, before me appeared the above named CLEVELAND COMMERCE CENTER, INC. by Michael J. Garson ITS President, 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.



RICHARD A SKALL
Notary Public
In and for the State of Ohio
My Commission Expires May 17, 2017

A handwritten signature in dark ink, appearing to read "Richard A. Skall", written over a horizontal line.

STATE OF OHIO)
) SS;
COUNTY OF CUYAHOGA)

On this _____ day of _____, 2013, before me appeared the above CUYAHOGA COUNTY, _____ by _____, its _____ who acknowledged that said instrument was signed by him/her as his/her free act and deed and as the free act and deed of said County.

Notary Public

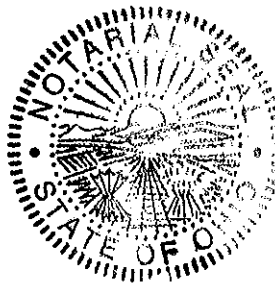
STATE OF Ohio)
COUNTY OF Cuyahoga) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio, by Matt Carroll, Chief of Staff, for and on behalf of, and as authorized designee of, Edward FitzGerald, its Executive, pursuant to Executive Order No. 02011-0002 dated September 20, 2011, personally known to me, who being first duly sworn, did upon oath acknowledge that he did sign the foregoing instrument in such capacity on behalf of the County of Cuyahoga, Ohio and is duly authorized to do so, and that the same is the free act and deed of the County of Cuyahoga, Ohio, and his free act and deed individually and in the aforescribed capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 24
day of June 2013.

Andria Richardson

Notary Public
[SEAL]



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

My commission expires: July 27, 2015