

**2010 SUB-LEASE AGREEMENT**

**NEAR WEST SIDE MULTI-SERVICE CORP./MAY DUGAN CENTER**

**AND**

**CUYAHOGA COUNTY,**

**For CUYAHOGA COMMON PLEAS COURT / ADULT PROBATION**

SUB-LEASE AGREEMENT (herein sometimes called the "Sublease") entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, between **NEAR WEST SIDE MULTI-SERVICE CORP.**, a Ohio not-for-profit corporation doing business as **MAY DUGAN CENTER**, (herein called "Sublessor" or "Sublandlord"), and **CUYAHOGA COUNTY**, (herein called "Sublessee" or "Subtenant"). A reference to Lessor or Landlord shall be considered a reference to Sublessor or Sublandlord (unless the context otherwise requires), and a reference to Lessee or Tenant shall be considered a reference to Sublessee or Subtenant (unless the context otherwise requires).

WHEREAS, The lessee approved, pursuant to Board of County Commissioners of Cuyahoga County, Ohio, Resolution 094152, passed October 01, 2009, advertised Request For Proposal CT-10-14962, seeking space on the behalf of Common Pleas Court for an Adult Probation office, not attached but incorporated herein by reference (RFP), Lessor's Proposal for lease of a portion of the property known as The Near West Side Multi-Service aka "The May Dugan Center" located at 4115 Bridge Avenue, Cleveland, Ohio 44113, Suite 200, PPN 003-35-029 (a copy of the Lessor's Proposal is attached hereto and incorporated herein by reference as Exhibit "A").

WHEREAS, Notwithstanding any term or provision to the contrary, the May Dugan Center is owned by the City of Cleveland, Ohio (sometimes called "Cleveland") and Cleveland leases the entirety of The May Dugan Center to the Sublessor. and the Sublessor is authorized by Cleveland to enter into this Sublease and

WHEREAS, This Sublease is authorized pursuant to Cuyahoga County Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, 20\_\_\_\_ and

WITNESSETH:

1. DEMISE For the rent and term and upon the terms, conditions, limitations and provisions hereinafter set forth, Lessor leases to Lessee and Lessee hires from Lessor the a portion of a multi-story office building with adjacent parking located at 4115 Bridge Ave., located in the City of Cleveland, County of Cuyahoga and State of Ohio, containing approximately 2,680 square feet of space and use of ancillary parking, sited on PPN 003-35-029 (herein called the "Premises" or "premises").
2. TERM The term of this Sublease commenced on August 01, 2010, and shall end on the 31TH day of July, 2015 unless sooner terminated as hereinafter provided, *provided, however*, that the Sublessee may terminate this Sublease at anytime hereafter, upon nine (9) months advance written notice to Sublessor
3. USE Lessee shall use and occupy the premises only for County of Cuyahoga office space, specifically for Cuyahoga Court of Common Pleas Adult Probation, or such other County Agencies or Partners, as Lessee shall see fit.
4. ANNUAL BASE RENT AND ADDITIONAL BASE RENT Lessee shall pay Lessor rent for the premises pursuant to the following sums:

The sum of One Hundred Sixty-Six Thousand, Three Hundred Sixty Dollars and no Cents (\$166,360.00) payable as follows:

The sum of Twenty Eight Thousand, Eight Hundred Dollars and no Cents (\$28,800.00) for the initial twelve-month Term commencing on August 1, 2010.

Each monthly payment during the initial twelve month term to be paid in the amount of Two Thousand, Four Hundred Dollars and no Cents (\$2,400.00), payable, without deduction or set-off, in legal tender of the United States of America, on the first day of each and every calendar month of the term, at the offices of Lessor or at such other place as Lessor may, from time to time, in writing, designate. Lessee may pay the Base Rent and/or Additional Base Rent up to sixty (60) days in advance.

The sum of Thirty Thousand, One Hundred Forty-Four Dollars and no Cents (\$30,144.00) for the second twelve month Term commencing on August 1, 2011.

Each monthly payment during the subsequent twelve month term to be paid in the amount of Two Thousand, Five Hundred Twelve Dollars and no Cents (\$2,512.00), payable, without deduction or set-off, in legal tender of the United States of America, on the first day of each and every calendar month of the term, at the offices of Lessor or at such other place as Lessor may, from time to time, in writing, designate. Lessee may pay the Base Rent and/or Additional Base Rent up to sixty (60) days in advance.

The sum of Thirty One Thousand, Four Hundred Eighty-Eight Dollars and no Cents (\$31,488.00) for the third twelve month Term commencing on August 1, 2012.

Each monthly payment during the subsequent twelve month term to be paid in the amount of Two Thousand, Six Hundred Twenty-Four Dollars and no Cents (\$2,624.00), payable, without deduction or set-off, in legal tender of the United States of America, on the first day of each and every calendar month of the term, at the offices of Lessor or at such other place as Lessor may, from time to time, in writing, designate. Lessee may pay the Base Rent and/or Additional Base Rent up to sixty (60) days in advance.

The sum of Thirty Two Thousand, Nine Hundred sixty-Four Dollars and no Cents (\$32,964.00) for the fourth and final twelve month Terms commencing on August 1, 2013.

Each monthly payment during the subsequent twelve month term to be paid in the amount of Two Thousand, Seven Hundred Forty-Seven Dollars and no Cents (\$2,747.00), payable, without deduction or set-off, in legal tender of the United States of America, on the first day of each and every calendar month of the term, at the offices of Lessor or at such other place as Lessor may, from time to time, in writing, designate. Lessee may pay the Base Rent and/or Additional Base Rent up to sixty (60) days in advance

4A. ADDITIONAL BASE RENT In addition to the aforementioned Base Rent, Lessee shall also make payment not to exceed Ten Thousand Dollars and no Cents (\$10,000.00) (inclusive of a contingency fee which shall be subject to Lessee's use and application) representing the "Lessee Improvements" as described in Exhibit "B" attached and incorporated herein, hereafter referred to as "ADDITIONAL BASE RENT". This payment may be divided into smaller amounts as long as the total amount does not exceed \$10,000.00. The first payment shall be payable upon receipt of invoice from Lessor. Subsequent payment(s) shall be made as evidence of completion is provided. Lessor shall provide to Lessee documentation for all costs. Any savings shall be passed onto the Lessee's contingency Fund or Rent, as Lessee's sole discretion. No work shall be initiated or commenced with out written direction from the County.

5. RENEWAL OPTION. Provided Lessee is not in material default under this Lease, Lessee is granted two (2) options to renew for a period of five (5) years each, the initial renewal will be for the period commencing the first day of the end of the Initial Term of five (5) years ("Initial Term") and ending July 31, 2020, the second renewal will be for the period commencing the first day of the end of the Initial Renewal of five (5) years ("Initial Renewal") and ending July 31, 2025

6. SECURITY DEPOSIT AND LATE FEE Cuyahoga County does not pay a Security Deposit on any Lease, nor any late fees.

7. LESSEE IMPROVEMENTS No modifications to the Lessee Improvements shall be made without Lessee's written consent, which consent shall not be unreasonably denied.

8. BUILDING SERVICES Provided Lessee is not in material default under any of the terms and provisions of this Lease, and except as otherwise provided below as to Lessee's obligation to pay for certain services, Lessor shall furnish Lessee and pay for the following services (not limited to, but including):

Cleaning, janitor and window washing services standard for the Building including, but not limited to light bulbs and paper products.

b. Heating or air conditioning on business days, from 7:00 A.M. to 6:00 P.M. Monday through Friday (except on holidays as outlined in section #12), standard for the Building. Lessee shall be granted access on a 24/7 basis when necessary by prior arrangement with exception to emergency needs. Water at standard building temperatures for normal sanitary and drinking purposes only, and all sewer bills, passenger elevator service 24 hours a day. Lessor shall cause the installation of a separate electrical meter which shall measure the use of electricity from plugs and light fixtures (hereafter "Lessee's electricity costs.") All other electricity servicing the Building and the property shall be subject to Lessor payment. In respect to Lessee's electricity costs, Lessee shall directly pay the provider of such electricity and shall cause the placement of such billing into Lessee's name only, holding Lessor harmless from the obligation to pay for Lessee's electricity costs. Any installation of nonstandard office equipment, special equipment, or intermittent operating equipment must have prior approval of Lessor and shall be subject to special charges and regulations. Any new or additional electrical facilities required to service equipment installed by Lessee and all changes in existing electrical facilities in or servicing the premises required by Lessee (if permitted) shall be installed, furnished or made by Lessor at Lessee's expense and shall be subject to Lessee paying the additional costs of electrical service as to such changed electrical facilities. All other electricity and other utilities servicing the Building and the Property shall be subject to Lessor obligation and payment.

c. All interior and exterior maintenance.

d. A designated contact person and phone number for same day service to Lessee, Monday through Friday, normal business hours.

e. Snow removal, salting and sweeping, including all sidewalks and entrances. All landscaping and rubbish removal and cooperate with any County recycling programs.

f. All exterior lighting (i.e. security, aesthetic and sign).

g. Pest control services

h. Periodic testing of the fire extinguishing system, including any individual fire extinguishers and all safety equipment as required by State and local authorities.

If Renewal Option is exercised, painting of all interior walls of the Property with same quality of paint initially utilized by Lessor in respect to the initial Lessee Improvements. Lessor's work shall be done to minimize impact upon work environment and regular operations, including after hours work.

9. POSSESSION Parties recognize that Lessee is already in possession of said Premises

10. SURRENDER OF POSSESSION Upon the expiration of the term or upon the termination of Lessee's right of possession, whether by lapse of time or at the option of Lessor as herein provided, Lessee shall, at Lessee's sole cost and expense, forthwith surrender the premises to Lessor in good order, repair and condition, ordinary wear excepted, and shall, at Lessee's sole cost and expense, if Lessor so requires, restore the premises to the condition existing at the beginning of the term. Any interest of Lessee in the alterations, improvements and additions to the premises made or paid for by Lessor or Lessee shall, without compensation to Lessee, become Lessor's property at the

termination of this Lease by lapse of time or otherwise, and such alterations, improvements, and additions (including floor coverings) shall be relinquished to Lessor in good condition, ordinary wear excepted. Prior to the termination of the term of Lessee's right of possession, Lessee shall remove its office furniture, trade fixtures, office equipment, and all other items of Lessee's property on the premises. Lessee shall pay to the Lessor, upon demand, the cost of repairing any damage to the premises and to the building caused by any such removal. If Lessee shall fail or refuse to remove any such property from the premises, Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Lessor without any cost either by set-off, credit, allowance, or otherwise, and Lessor may, at its option, accept the title to such property or, at Lessee's expense, may (a) remove the same or any part in any manner that Lessor shall choose, repairing any damage to the premises caused by such removal, and (b) store, destroy, or otherwise dispose of the same without incurring liability to Lessee or any other person.

11. USE AND OCCUPANCY In the use and occupancy of the premises, Lessee shall:

- a. Comply with any laws, ordinances, rules, regulations, or orders of any governmental authorities having jurisdiction over the premises or over the use and occupancy thereof;
- b. Maintain the premises and the apparatus and equipment therein in a clean, safe, and sanitary condition, and not commit or suffer any waste to occur therein;
- c. At Lessee's expense, promptly cause to be repaired by a contractor approved by Lessor, any damage to the Building or the premises which results or arises from Lessee's negligent use and occupancy, of the premises. Lessee may use its own tradesmen for repairs that do not require Lessor's approval.

12. ACCESS TO BUILDING Lessee shall have access to the Premises from 7:00 A.M. to 6:00 P.M. Monday through Friday (except for the following holidays: New Year's, Memorial, July 4<sup>th</sup>, Labor, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, Martin Luther, President's, Good Friday, Veterans and Columbus ), standard for the Building. Lessee shall be granted access on a 24/7 basis when necessary by prior arrangement with exception to emergency needs.

13. INDEMNITY Lessor agrees to indemnify and hold harmless Lessee against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense thereof, arising from the actions, lack of actions, conduct or management of Lessor, or from any act or negligence of Lessor, its agents, contractors, employees, sublessees, concessionaires, or licensees in or about the lease Premises.

14. INSURANCE Lessor shall maintain adequate commercial liability insurance. Lessor shall maintain general public liability insurance in an amount not less than two million dollars, with Lessee named as an additional named insured. Lessee shall provide Lessor evidence of such insurance upon request by Lessor.

15. SIGNAGE Lessor acknowledges the need for Lessee to have highly visible signage. Lessee shall have the right to add any and all appropriate signage so long as it complies with governmental regulations imposed as to signage and as long as Lessor approves such signage where Lessor shall not unreasonably withhold such approval.

16. COMMON AREAS Lessee and Lessee's agents, employees, and invitees shall have the right to use the common areas of the building, including the main entry way and ancillary parking.

17. ALTERATIONS AND ADDITIONS Lessee shall not, without the prior written consent of Lessor, make any alteration, improvements, or additions to the premises. If Lessor consents to any alterations, improvements, or additions, Lessor may impose such conditions with respect thereto as may be reasonable and appropriate. Lessee shall also pay Lessor for all other costs and expenses arising in connection with such work, including, without limitation, additional janitorial, elevator, security, and utility expenses. Lessee shall promptly pay to Lessor or Lessor's Agent, or the Lessee's contractors, as the case may be, when due, the cost of all such work. Upon completion of such work, or from time to time as Lessor may reasonably require, Lessee shall deliver to Lessor, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services, or materials all in form satisfactory to Lessor. All work done by Lessee,

or its contractors, pursuant to this Lease shall be done in a first-class workmanlike manner using only good grades of materials, and shall comply with all applicable laws and ordinances and rules of governmental departments or agencies. Lessor recognizes that Lessee may use its own tradesman for any and all improvements or repairs.

18. ASSIGNMENT AND SUBLETTING Lessee may not, in whole or in part, without the prior written consent of Lessor in each instance, (a) assign, transfer, or convey this Lease or any interest under it; (b) allow any assignment, transfer, or conveyance hereof by operation of law; (c) sublet the premises or any part thereof; (d) permit the use or occupancy of the premises or any part thereof by anyone other than Lessee, its agents and employees, or (e) place upon or allow any lien to attach to this Lease or the leasehold estate created hereby. Such written consent shall not be unreasonably withheld. Lessor consents to the use of Premise or subletting to agencies and or partners of the Lessee. Lessor recognizes that Lessee works with many partners in providing services of the County.

19. RECAPTURE In the event that Lessee may desire to assign or sublet all or a portion of the premises, Lessee shall first, by written notice to Lessor, offer the proposed sublet space to Lessor to be removed from the terms and conditions of this Lease. Lessor may, by written notice to Lessee within fifteen (15) days from the receipt of the above notice from Lessee, elect to remove such sublet space from the Lease; if Lessor makes such election, then the Lease shall be suspended as to such sublet space.

20. HOLDING OVER If Lessee shall remain in possession of the premises after the expiration of the term of this Lease, then Lessee shall be a Lessee from month to month, and such tenancy shall otherwise be subject to all the terms, provisions, covenants, and agreements of this Lease, except that rent shall be at rates fixed herein. Any damage to Landlord by said holdover shall be limited to Holdover rental rates listed herein. Holdover rents in any event not exceed one hundred five percent (105%) of the Base Rent for the first six (6) months of any holdover, escalating to not more than one hundred twenty percent (120%) thereafter.

21. RIGHTS RESERVED BY LESSOR Lessor reserves the following rights:

a. to enter the premises at all reasonable times (1) for the making of such inspections, repairs, alterations, improvements, or additions of, or to, the premises or the Building as Lessor may deem necessary or desirable and accomplished in a timely manner; (2) to exhibit the premises to others, and (3) for any purpose whatsoever related to the safety, protection, preservation, or improvement of the premises or of the Building or of Lessor's interest therein; and

b. At any time or times, Lessor, voluntarily or pursuant to governmental requirement, may, at Lessor's expense, make repairs, alterations, or improvements in or to the Building or any part thereof, and, during such times, may temporarily close entrances, doors, corridors, elevators, or other public facilities. However, prior to undertaking such repairs (except in the instance of an emergency), Lessor shall provide as much reasonable advance notice as possible in order to allow Lessee to plan for impact on the Lessee's activities during the period of time Lessor undertakes repairs, alterations and improvements. Landlord acknowledges that Tenant services the Public and access is paramount and Landlord shall exercise good faith to limit the time for such repairs

Lessor may exercise all or any of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Lessee's use and occupancy, without being liable in any manner to Lessee, and without elimination or abatement of rent, or payment of other compensation, such acts in no way affect this Lease.

22. INSURANCE Cuyahoga County maintains its own self-insurance fund.

23. UNTENANABILITY If the premises or the Building are made unfit for occupancy by fire or other casualty, acts of God, or other cause, Lessor may elect after notice to Lessee of no less than thirty (30) days (a) to terminate this Lease as of the date when the premises or the Building are so made unfit for occupancy, by written notice to Lessee within ninety (90) days after that date, or (b) to repair, restore, or rehabilitate the premises or the Building at Lessor's expense within one hundred eighty (180) days after Lessor is enabled to take possession of all damaged areas and to undertake reconstruction or repairs; and if Lessor elects so to repair, restore, or rehabilitate the premises or the Building, this Lease shall not terminate, but rent shall be abated on a per-diem basis to the extent and for the period that the premises are unfit for occupancy. In the event Lessor shall proceed under (b) above and shall

not substantially complete the work within said one hundred eighty (180) day period (excluding from said period loss of time resulting from delays beyond the reasonable control of Lessor) either Lessor or Lessee may then terminate this Lease, as of the date when the premises or the Building were so made unfit for occupancy, by written notice to other not later than ten (10) days after the expiration of said one hundred eighty (180) day period, computed as herein provided. In the event of termination of this Lease pursuant to this Paragraph, rent shall be apportioned on a per-diem basis to and including the effective date of such termination.

24. ESTOPPEL CERTIFICATE BY LESSEE Lessee agrees that from time to time, upon not less than ten (10) days prior request by Lessor, Lessee will deliver to Lessor a statement, in writing, certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and identifying the modifications), (b) the dates to which the Rent and other charges have been paid, and (c) that, so far as the person making the certificate knows, Lessor is not in default under any provision of this Lease, and, if Lessor is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any Lessor under any ground or underlying lease, or any prospective purchaser, mortgagee, or any assignee of any mortgage on the Building. The County Administrator, or successor position, shall have the authority to sign such Certificate.

25. SUBORDINATION OF LEASE Lessor shall have the right at any time, and from time to time, to place upon the Building and the land of which the premises are a part, a mortgage or mortgages which shall be wholly prior to the rights of Lessee and this Lease. It is the intention of the parties that such priority shall be established automatically and that no separate instrument shall be required to effectuate such subordination of this Lease, Lessee will, however, at any time and from time to time, upon request of Lessor, promptly execute and deliver to Lessor, without expense to Lessor, any and all instruments deemed by Lessor necessary or advisable to subject and subordinate this Lease and all rights given Lessee hereunder to such mortgage or mortgages provided that said mortgagees (or those similarly situated) shall in writing agree to not disturb Lessee provided that Lessee is in material compliance with the terms and provisions of the Lease.. In the event any proceedings are brought for the foreclosure of any such mortgage, Lessee covenants that it will, to the extent of the Lessor's interest affected by such foreclosure, attorn to the purchaser upon any such foreclosure sale and recognize such purchaser's interest as Lessor under this Lease. Lessee agrees to execute and deliver to Lessor, without expense to Lessor, at any time and from time to time, upon the request of Lessor or of any such holder, any instrument which, in the sole judgment of Lessor, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. The County Administrator, or such successor post, shall have the authority to execute such subordination on behalf of Lessee.

26. EMINENT DOMAIN Lessee agrees with Lessor that if the whole or any part of the premises shall be appropriated, condemned, taken, or otherwise acquired by any public or quasi-public authority under power of eminent domain, condemnation, or other proceedings, this Lease and the estate hereby created shall terminate and wholly expire on the date legal title shall vest in the appropriator or condemnor, and all rent shall be prorated and adjusted as of that date.

27. NO WAIVER

a. No receipt of money by Lessor from Lessee with knowledge of default or breach of any covenants of this Lease, or after the termination of any suit, or after final judgment for possession of the premises, shall be deemed a waiver of such default or breach, nor shall it reinstate, continue, or extend the term of this Lease or effect any such notice, demand, or suit.

b. No delay on the part of Lessor in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other, or further, exercise thereof or the exercise of any other right, power, or privilege.

c. No act done or thing said by Lessor or Lessor's agents or employees shall constitute a cancellation, termination, or modification of this Lease, or a waiver of any covenant, agreement, or condition hereof, nor relieve Lessee from Lessee's obligation to pay the rents reserved herein. Any waiver or release by Lessor and any cancellation, termination, or modification of this Lease must be in writing signed by Lessor.

28. QUIET ENJOYMENT If Lessee shall (1) pay all rent reserved and all charges for services stipulated herein to be paid by Lessee to Lessor, and (2) well and faithfully keep, perform, and observe all of the covenants, agreements, and conditions herein stipulated to be kept, performed, and observed by Lessee, Lessee shall, at all times during the term of this Lease, have peaceful and quiet enjoyment of the premises without hindrance of Lessor or any person lawfully claiming under Lessor, subject, however, to the terms of this Lease and any mortgage to which this Lease is or has become subordinate.

29. NOTICES In every instance where it shall be necessary or desirable for Lessor to serve any notice or demand upon Lessee, such notice or demand shall be deemed sufficiently given or made if, in writing, it is mailed to Lessee by registered or certified United States mail, postage prepaid, addressed to The Board of County Commissioners, 1219 Ontario St., Cleveland, Ohio 44113, with copy to Real Estate Manager, 1642 Lakeside Ave., Cleveland, Ohio, 44114, or such other address as Lessee may, from time to time, designate in writing, and the time of giving or making such notice or demand shall be deemed to be the time when the same was mailed as herein, provided. Any notice by Lessee to Lessor must be sent by registered or certified United States mail, postage prepaid, addressed to Lessor Near West Side Multi-Service Corp at 4115 Bridge Ave, Cleveland, Ohio 44113, or such other address as Lessor may, from time to time, designate in writing and the time of giving or making such notice or demand shall be deemed to be the time when the same was mailed as herein provided.

30. REPRESENTATIVE CAPACITY In the absence of fraud, no person, firm, or corporation, or their heirs, personal representatives, successors and assigns, respectively, thereof, signing this Lease as agent, administrator, executor, trustee, or in any other representative capacity, shall ever be deemed or held individually liable hereunder for any reason or cause whatsoever.

31. BROKER Lessee represents and warrants to Lessor, and Lessor represents and warrants to Lessee that no broker negotiated or was instrumental in the negotiating or consummating of this Lease.

32. RECORDING This Lease shall not be filed for record or recorded. If Lessee shall so request, Lessor shall provide Lessee with a Memorandum of Lessee satisfying all applicable statutory requirements which Lessee may then file for record and have recorded

33. PARTIES BOUND AND AMENDMENT The covenants, agreements, and conditions contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns, subject, however, to the provisions hereof requiring the consent of Lessor to any assignment of this Lease or subletting of the premises. This Agreement may be modified or amended, in writing, upon mutual agreement of the Parties.

34. HEADINGS The captions of paragraphs and subparagraphs are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such paragraphs or subparagraphs.

35. ENTIRE AGREEMENT This Lease contains the entire agreement of the parties hereto as to the subject matter hereof, and there are no agreements, promises, covenants, warranties, or representations other than as set forth herein.

- i. Exhibit A: Lessor's Proposal in response to Lessee's RFP
- ii. Exhibit B: Summary of Lessee's Improvements
- iii. Exhibit C: Cleaning Specifications
- iv. Exhibit D: Floor Cleaning Specifications

36. GOVERNING LAW This Lease is being executed and delivered, and is intended to be performed in the State of Ohio, and shall be construed and enforced in accordance with the laws of the State of Ohio.

37. EXPANSION OPTIONS

- a. During the Current Term or the Renewal Term, and upon the written request of Tenant, but subject to the availability of any unencumbered space adjacent or near the Premises, Tenant shall have the option (the "Expansion Option") to lease such unencumbered space (the "Expansion Space") space if:
- b. Landlord receives written notice (the "Expansion Notice") from Tenant of the exercise of its Expansion Option; and
- c. Tenant is not in default under this Lease at the time Landlord receives the Expansion Notice; and
- d. Tenant executes the Expansion Amendment (as defined below) and returns the same to Landlord in accordance with paragraph E below.
- e. The initial annual Base Rent rate per square foot for the Expansion Space shall be the same as the Base Rent rate per square foot for the Current or Renewal Term on the date the expansion Space commences. The Base Rent rate for the Expansion Space shall increase at such times and in such amount as Base Rent for the Current Term or the Renewal Term, it being the intent of the Landlord and the Tenant that the Base Rent rate per rentable square foot for the Expansion Space shall always be the same as the Base Rent rate per rentable square foot for the initial Premises. Base Rent for the Expansion Space shall be in monthly installments in accordance with the terms and conditions of the Lease. All services and utilities shall be the same.
- f. Tenant shall pay additional Base Rent for the Expansion Space on the same terms and conditions set forth in the Lease, provided that Tenants proportionate share shall increase appropriately to account for the addition of the Expansion Space.
- g. The term for the Expansion Space shall commence on substantial completion of the initial improvements to the Expansion Space. The Expansion Space shall be considered Premises, subject to all the terms and conditions of this Lease.
- h. Upon Tenants exercise of its Expansion Option, Tenants, at its sole cost and expense (subject to the Work Allowance provided below) shall proceed in good faith and with due diligence to cause space plans and construction drawings for the initial improvements to the Expansion Space to be completed and ready for bid by no later than thirty (30) days following Landlord's receipt of the Expansion Notice. Landlord shall enter into a contract for the initial improvements to the Expansion Space with a General contractor selected by Landlord, which improvements shall be performed at Tenants sole cost and expense, subject to the Work Allowance. Tenant shall pay Landlord for buildout, to be amortized over the initial Term of Expansion Space Lease. The Lease term for the Expansion Space leased by Landlord shall commence upon the earlier of substantial completion of the initial improvements therein (or the date substantial completion would have occurred absent delays by Tenants) and the date Tenant occupies the Expansion Space for the purpose of conducting its business therein. The Lease Term for the First Expansion Space shall expire on the termination date of the Lease. Notwithstanding anything herein to the contrary, Tenant shall be entitled to receive an allowance (the "Work Allowance") with respect to the cost of performing initial improvements in the Expansion Space (including the cost of preparing plans, drawings and specifications inconnection therewith) in order to prepare the Expansion Space for occupancy by Tenant. The Work Allowance shall be (i) subject to the agreement of the parties and (ii) amortized over the remaining months in the unexpired Term of the Lease as of the date the term for the Expansion Space commences at 5% interest. Such amortized monthly amount shall be added to the Base Rent otherwise due for the Expansion Space and shall be deemed Rent for all purposes under the Lease. In no event shall the Work Allowance be applied toward the cost of purchasing furniture, equipment or other personal property of Tenant. In the event the cost of the initial improvements to the Expansion Space exceed the Work Allowance, Tenant shall pay such excess to the Landlord after written demand.
- i. If Tenant entitled to and properly exercises the Expansion Option, Landlord shall prepare an amendment (the "Expansion Amendment") to reflect the commencement date of the term for the Expansion Space and the changes in Base Rent, rentable area of the Premises, tenants proportionate share and other appropriate terms. A copy of the Expansion Amendment shall be 1) sent to Tenant within a reasonable time after receipt of the Expansion Notice, and 2) executed by Tenant and returned to Landlord also in a reasonable time.
- j. Landlord shall also notify Tenant if such potential Expansion Space is to be let to another. Tenant shall have the right of first refusal for said space.




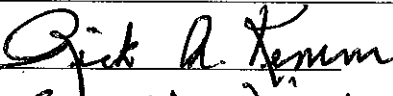
38. **DISCRIMINATION** The County and Lessor agree that in the performance of this contract, there shall be no discrimination against any person because of sexual orientation, race, color, sex, religion, or national origin as provided in Title VII of the Civil Rights Act, the Laws of the State of Ohio, 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/>.

39. **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.


IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement as of the day, month, and year first above written.

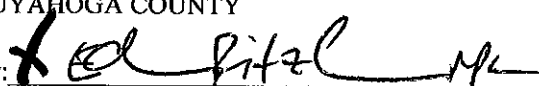
Signed and acknowledged in the presence of as to Lessor:      NEAR WEST SIDE MULTI-SERVICE CORP.,  
d.b.a. May Dugan Center

  
\_\_\_\_\_

By:   
ITS: Executive Director

Signed and acknowledged in the presence of as to Lessee:

  
\_\_\_\_\_

CUYAHOGA COUNTY  
By:   
Its: Edward FitzGerald  
County Executive

Date: 10/17/12

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ricky A. Kemp, The Executive Director of NEAR WEST SIDE MULTI-SERVICE CORP., d.b.a. MAY DUGAN CENTER, who acknowledged that s/he did sign the foregoing instrument with full authority herein and the same is his/her free act and deed and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have set my hand and official seal at Cleveland, Ohio this 11<sup>th</sup> day of September, 2012.

*Elba Santiago*  
Notary Public State of Ohio  
Recorder in Cuyahoga County  
Commission Expires 3-15-2014

*Elba Santiago*  
Notary Public

ACKNOWLEDGMENT FOR LESSOR

Corporate *Near West Side Multi Service Corp.*

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above

named *Rick Korman* *Near West Side Multi Service Corp.*

A *Corporation*, By: *Rick Korman*

Its: *Executive Director* who acknowledged that s/he did sign the

foregoing instrument and that the same is the free authorized act and deed of the aforementioned

*Near West Side Multi Service Corp.* and

his/her free act and deed personally and as said officer of such *Near West Side Multi Service Corp.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at, Ohio, this *24<sup>th</sup>* day  
of *July*, 20 *12*.

*Elba Santiago*  
Notary Public

(Notarial Seal)

My Commission Expires

*Elba Santiago*  
Notary Public State of Ohio  
Recorder in Cuyahoga County  
Commission Expires 3-15-2014