

SIXTEENTH AMENDMENT TO LEASE AGREEMENT, Contract 10241A&B

THIS SIXTEENTH AMENDMENT TO LEASE AGREEMENT (the "Sixteenth Amendment") is made this _____ day of _____, 2011, by and between STERLING TELECOM OFFICE BUILDING, LLC, an Ohio limited liability company with offices at 23250 Chagrin Boulevard, Suite 255, Beachwood, Ohio 44122, whose predecessor-in-interest was MONY Life Insurance Company, that was the successor-in-interest to DON GREEN, Receiver for The Sterling Building, (which, with its future successors and assigns, is hereinafter referred to as "Landlord"), and CUYAHOGA COUNTY, OHIO, whose predecessor was the BOARD OF COUNTY COMMISSIONERS OF CUYAHOGA COUNTY, (hereinafter referred to as "Tenant").

All additional lease payments resulting from the enactment of this Sixteenth Amendment will be made in care of Colliers International, on behalf of Landlord, the Contractor so assigned as the payee per the FIRST AMENDMENT to Contract CE10241A&B.

WITNESSETH

WHEREAS, Landlord and Tenant entered into a certain STANDARD OFFICE LEASE dated September 1, 1998 (hereinafter referred to as the "Lease"), for a period of five (5) years commencing September 1, 1998 and terminating on August 31, 2003, a Third Amendment to Lease Agreement dated September 23, 2003, a Fourth Amendment to Lease dated December 16, 2003, a Fifth Amendment to Lease dated May 8, 2008, a Sixth Amendment dated September 8, 2009, a Seventh Amendment dated October 2, 2009, an Eighth Amendment dated January, 2010, a Ninth Amendment, a Tenth Amendment, an Eleventh Amendment dated June 24, 2010, a Twelfth Amendment, a Thirteenth Amendment, a Fourteenth Amendment, and a Fifteenth Amendment dated November 18, 2010, in which Landlord leased to Tenant and Tenant, on behalf of Cuyahoga County Emergency Services, leased from Landlord premises in that certain office building (the "Building") known as The Sterling Building, Suite 102, located on the Real Property at 1255 Euclid Avenue, Cleveland, Ohio (the "Premises"), comprising 10,000 square feet, and

WHEREAS, the Landlord and Tenant are desirous of extending the Term of the Lease for a period that shall expire on June 30, 2011 (hereinafter referred to as "Extended Lease Term Expiration Date").

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 Sixteenth Amendment and Lease. This Sixteenth 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 Sixteenth Amendment and the terms and provisions of the Lease, the terms and provisions of this Sixteenth Amendment shall, in all instances, control and prevail.

2. Extension of Lease Term. Landlord and Tenant covenant and agree that the Lease Term shall be extended for a period that commences on May 1, 2011 and shall terminate and expire June 30, 2011.

3. Base Rent. Notwithstanding anything contained in the Lease to the contrary, Tenant hereby agrees to pay Landlord and Landlord hereby agrees to accept as Monthly Base Rent for the Premises during the period of the Lease Term (as extended) the following amounts:

<u>Period</u>	<u>Monthly Rent</u>
5/1/2011 through 6/30/2011	\$12,341.67

4. Parking. Landlord hereby grants Tenant use of five (5) parking spaces in the building garage at no charge to the Tenant during the Lease Term (as extended).

5. Broker. Tenant represents that Tenant has not dealt with any broker in connection with this Sixteenth Amendment other than Munsell Realty Advisors, Inc., and agrees to indemnify and hold Landlord harmless from all damages, liabilities and expenses (including attorneys' fees) arising from any claims or demand of any brokers or finder for any commission alleged to be due brokers or finders in connection with their participation with or on behalf of Tenant in the negotiation of this Sixteenth Amendment.

6. No Offer. Submission of this Sixteenth Amendment for examination or negotiation shall not bind Landlord, and no obligation on the part of the Landlord shall arise, until this Sixteenth Amendment is executed and delivered by both Landlord and Tenant.

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

8. Renewal Options. Tenant will be provided one (1) three (3) year Lease renewal option. The rental rate will be \$15.70/RSF for the renewal period. Tenant must give Landlord written notice for the renewal option not less than ninety (90) days in advance of the lease expiration. Tenant shall have the option during the renewal option to terminate the Lease at any time upon first providing Landlord with written notice to terminate not less than ninety (90) days before the intended termination date.

9. 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 Sixteenth Amendment, all the terms and provisions of the Lease shall remain unchanged and in full force and effect.

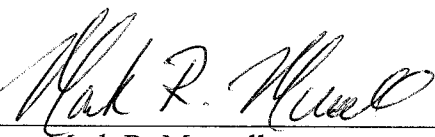
THIS SIXTEENTH AMENDMENT has been executed by the undersigned as of the date first above written.

CUYAHOGA COUNTY, OHIO
("Tenant")

By: _____
Edward FitzGerald
County Executive

STERLING TELECOM OFFICE BUILDING, LLC
("Landlord")

By: 1225 Euclid, LLC
Title: Its Manager

By:  _____
Mark R. Munsell
Authorized Member

STATE OF OHIO)
) SS;
COUNTY OF CUYAHOGA)

On this _____ day of _____, 2011, before me appeared the above
CUYAHOGA COUNTY, OHIO, by Edward FitzGerald, its County Executive who
acknowledged that said instrument was signed by him as his free act and deed and as the
free act and deed of said entity.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this first day of April, 2011, before me appeared the above
named STERLING TELECOM OFFICE BUILDING, LLC by 1255 EUCLID, LLC, its
Manager, by Mark R. Munsell, Authorized Member, who acknowledged that said
instrument was signed by him as his free act and deed and as the free act and deed of said
entity.

Kathleen B. Phelan
Notary Public



KATHLEEN B. PHELAN, Notary Public
State of Ohio - Recorded in Summit County
My Commission Expires March 26, 2013