

2012 Mt. PLEASANT NFSC LEASE AMENDMENT

This LEASE AMENDMENT dated as of the date fully executed below, by and between **CUYAHOGA COUNTY**, a political sub-division in the State of Ohio, its successors and assigns, hereinafter called the "County" and/or Tenant or Lessee and **Mt. PLEASANT NOW DEVELOPMENT CORPORATION**, its successors and assigns, for Lease of certain space located at 13815 Kinsman Rd., Cleveland, Ohio, 44120, hereinafter called the Landlord or Lessor.

WITNESSETH:

- A. WHEREAS, Landlord and Tenant are parties to a certain Lease, Cuyahoga Contract No. CE11084-02, authorized pursuant to Cuyahoga Resolution Number 014247, dated November 6, 2001, as amended pursuant to Cuyahoga Council Resolution No. R2011-0339, Journal CC004, passed December 13, 2011. The Landlord currently leases to Tenant approximately Fifty-Two thousand, Nine Hundred Sixty-Seven (52,967) square feet of office space which is situated in a three-story building located in the City of Cleveland, County of Cuyahoga and State of Ohio at 13815 Kinsman Rd., 44120; said building, adjacent parking and improvements thereon shall be referred to as the "Building" or "Premises"; and
- B. WHEREAS, The Lease provides for the space to decrease to 39,426 square feet of space on October 1, 2012; and
- C. WHEREAS, Landlord and Tenant desire to evidence amendment of the Lease, all upon and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. LANDLORD'S WORK
Landlord shall add to the Contingency Fund in an amount of \$160,262.00 for improvements related to the Premises as directed by Tenant at Tenants' sole discretion. Said \$160,262.00 shall be paid as invoiced by Landlord and approved by Tenant.
- 2. 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.

3. ENTIRE AGREEMENT

The Lease, as amended herein, contains the entire agreement between the parties hereto relating to the subject matter hereof, and shall not be amended, modified, or supplemented unless by agreement in writing signed by both Landlord and Tenant. Neither Party has made any representations or promises to the other except as expressly contained herein.

All remaining terms and conditions of the Lease Agreements, not otherwise amended, are hereby restated and affirmed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof on the day and year first above written.

LESSOR:

**MT. PLEASANT NOW DEVELOPMENT
CORPORATION**

BY: Thomas R. Stow

Its: Executive Director

LESSEE:

CUYAHOGA COUNTY

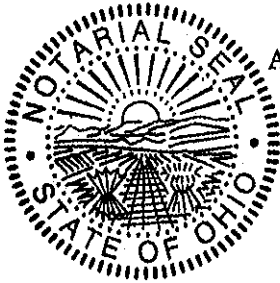
By: X 

**Edward FitzGerald
County Executive**

Its: _____

STATE OF OHIO)
) SS;
COUNTY OF CUYAHOGA)

On this 18th day of October, 2012, before me appeared the above
CUYAHOGA COUNTY, OHIO, by Matt Carver,
Its: Chief of Staff 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 Cuyahoga
County.

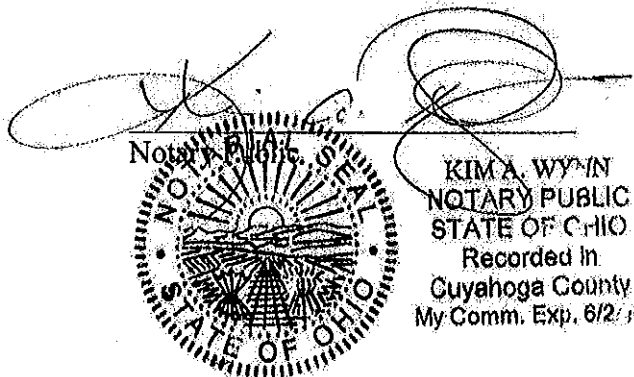


ANDRIA RICHARDSON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 7/27/15

Andria Richardson
Notary Public

STATE OF OHIO)
) SS;
COUNTY OF CUYAHOGA)

On this 28th day of August, 2012, before me appeared the above named **MT.
PLESANT NOW DEVELOPMENT CORPORATION**, by Thomas K. Stone, its
Executive Director, who acknowledged that said entrustment was signed by him as his free
act and deed and as the free act and deed of said Mt. Pleasant NOW Development
Corporation.



KIM A. WYMAN
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 6/2/16

ACKNOWLEDGMENT FOR LESSOR

Corporate

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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

named Mt. Pleasant NOW Development Corp.

A Not-For-Profit Corp. Thomas K. Stone

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

Thomas K. Stone Thomas K. Stone, Executive Director and

his/her free act and deed personally and as said officer of such Mt. Pleasant NOW Dev. Corp.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at, Ohio, this 31st day
of August, 2012.

Robert D. Carrick
Notary Public

(Notarial Seal)

My Commission Expires

ROBERT D. CARRICK
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Commission Expires 9/12/2016