

JOINT FACILITY USE AGREEMENT

by and between

THE COUNTY OF CUYAHOGA, OHIO,

a county and political subdivision of the State of Ohio

and

THE CITY OF CLEVELAND,

an Ohio municipal corporation

and

CLEVELAND MMCC LLC

a Delaware limited liability company

DECEMBER 29, 2010

JOINT FACILITY USE AGREEMENT

This **JOINT FACILITY USE AGREEMENT** (this "Agreement") is made and entered into as of this 29th day of December, 2010 (the "Effective Date"), by and between **THE COUNTY OF CUYAHOGA, OHIO**, a county and political subdivision of the State of Ohio ("County"), **THE CITY OF CLEVELAND**, an Ohio municipal corporation ("City"), and **CLEVELAND MMCC LLC**, a Delaware limited liability company ("Operator").

RECITALS:

- A. City is the owner of the building commonly known as the "Public Auditorium."
- B. The County is the fee owner of the "Site," as defined in the Sublease and Operating Agreement dated as of December 1, 2010, but effective as of January 1, 2011, between the County and Operator ("Sublease"), on which MMPI Cleveland Development LLC ("Developer") will construct (a) a permanent exhibition hall for medical devices and equipment (the "Medical Mart"), and (b) temporary exhibition, tradeshow, meeting rooms, conference facilities and related functions (the "Convention Facilities") (collectively known as the "Facility");
- C. The County has leased the Site to Developer pursuant to a Ground Lease of even date with the Sublease, and the Developer has leased the Site (together with the Facility to be constructed thereon) to the County pursuant to a Lease Agreement of even date with the Sublease and for a term corresponding to the term of the Ground Lease.
- D. Pursuant to the Sublease, the County has subleased the completed Facility (including the Medical Mart and the Convention Facilities) to the Operator for operation during a term commencing upon the completion of the Facility; and
- E. The City, on the one hand, and the County and the Operator, on the other, have agreed to provide to each other joint access to the Public Auditorium and the Convention Facilities, respectively, pursuant to the following agreement.

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

ARTICLE 1

DEFINITIONS

1.1 **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated in this Article 1 unless a different meaning is specifically provided or the context otherwise requires:

"Agreement" shall mean this Joint Facility Use Agreement, as may be amended from time to time.

“Applicable Laws” shall mean all federal, state and local statutes, codes, ordinances, rules and regulations applicable to the Facility.

“Business Day” shall mean a day of the year not a Saturday or Sunday and on which commercial banks are not required or authorized to be open (or are authorized to be closed) for business in Cleveland, Ohio.

“Cure Period” shall mean, with respect to the cure of a default by a party hereto, a period of thirty (30) days following the date of a delivery of a default notice; provided, however, that if the default cannot reasonably be cured within such thirty (30) day period and if the defaulting party commences the cure within such thirty (30) day period, then the Cure Period shall be extended so long as the defaulting party diligently prosecutes its cure efforts to completion.

“Dock Access Facilities and Route” shall mean the access route depicted and described on Exhibit C providing access to and from the truck docks constructed as a part of the Convention Facilities, subject to the terms and conditions of this Agreement.

“Effective Date” shall have the meaning set forth in the Preamble of this Agreement.

“Event of Default” shall have the meaning set forth in Section 7.1(a) hereof.

“Operator” shall mean the operator of the Facility from time to time, which initially shall be Cleveland MMCC LLC, a Delaware limited liability company.

“Owner” shall mean the owner of a Property; provided, however, that: (i) if more than one Person comprises an Owner, then “Owner” shall mean all such Persons or entities collectively; and (ii) for purposes of this Agreement, while the Sublease is in effect, both the County and Operator shall be deemed Owner of the Facility.

“Pedestrian Access Facilities Routes” shall mean the two locations identified on Exhibit D providing emergency pedestrian access from Public Auditorium into the exhibition floor of the Convention Facilities, subject to the terms and conditions of this Agreement.

“Permittees” shall mean all tenants, subtenants, licensees, concessionaires, and occupants of either Property, and all of their respective officers, directors, employees, agents, contractors, customers, visitors and invitees, and their respective successors and assigns; provided, however that the County and the City are expressly excluded from this definition.

“Person” shall mean a natural person, firm, corporation, partnership or any other legal entity, public or private.

“Property” shall mean each of the Public Auditorium and the Convention Facilities.

“Separation Plan” shall mean the Separation Plan attached as an Exhibit C to the Definitive Agreement dated as of November 18, 2010 between the City, as Seller, and the County, as Buyer, as said plan may be amended by written agreement of the City and the County and the Developer.

1.2 Context. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation,” and shall be construed as a term of illustration, not a term of limitation.

1.3 Incorporation by Reference. All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and shall be considered a part of this Agreement as if fully rewritten or set forth herein.

1.4 Calculation of Time. Unless otherwise stated, all references to “day” or “days” shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

ARTICLE 2

GENERAL PROVISIONS

2.1 Term. The terms, conditions and covenants of this Agreement shall remain in full force and effect until the expiration or termination of the Sublease. Thereafter, such conditions and covenants shall be automatically renewed between the City and the County for successive periods of one (1) year each, unless either party shall provide written notice to the other not later than thirty (30) days prior to the expiration of such one (1) year period, of such party’s intention not to continue the term of this Agreement. Notwithstanding anything to the contrary herein, either party shall have the right, exercisable upon thirty (30) days prior written notice, to terminate this Agreement if either the Public Auditorium or the Convention Facilities are no longer used for the purposes contemplated as of the Effective Date of this Agreement.

2.2 Applicable Laws. Each Owner shall comply with all Applicable Laws in connection with the exercise of its rights and the performance of its obligations under this Agreement.

ARTICLE 3

JOINT FACILITY USES

3.1 City’s Use of Convention Facilities. The City may use the Convention Facilities on a rent-free basis, for up to six (6) full business days (assuming eight (8) hour business days) each year; provided that, the actual costs reasonably incurred and associated with the use of such facilities are paid by the user without imposition of additional fees by County or Operator, but otherwise in accordance with the normal billing and collection practices and procedures of County or Operator, as the case may be. The City’s use of space in the Convention Facilities shall be limited to use for “Public Events” which shall be defined as those activities of a charitable, governmental or public nature which do not compete with the business or purpose of the Convention Facilities or the Public Auditorium, do not interfere with scheduled activities or use of the Convention Facilities or the Public Auditorium, and which are conducted for charitable, governmental or public purposes, and not for the purpose of generating a profit. Operator shall retain responsibility for scheduling and booking of all events in the Convention

Facilities. Protocols for scheduling, booking, operations, and charges on a no additional fee basis are outlined in the "Public Event Days Booking Policy" attached as Exhibit A.

3.2 County's/Operator's Use of the Public Auditorium. The County or Operator may use the Public Auditorium, on a rent-free basis, for up to (8) full business days (assuming eight (8) hour business days) each year; provided that, the actual costs reasonably incurred and associated with the use of such facility are paid by the user without imposition of additional fees by City, but otherwise in accordance with the normal billing and collection practices and procedures of City. The County's and Operator's use of space in Public Auditorium shall be limited to use for Public Events. The City will retain responsibility for scheduling and booking of all events at Public Auditorium. Protocols for scheduling, booking, operations, and charges on a no additional fee basis are outlined in the attached Exhibit A "Public Event Days Booking Policy".

3.3 Catering/Kitchen Use.

(a) Catering/Full Service Kitchen. The City may utilize the Convention Facilities' catering/full service kitchen through the services of Operator's catering operator, if and when available, on a rent-free basis at no mark-up from Operator or County.

The plans for the catering/full service kitchen will be completed at the same time as the plans for the Convention Facilities generally, with the County having the ultimate approval of such plans on which Developer and Operator can rely for build-out of the kitchen. The full service kitchen shall be designed, constructed and equipped so as to be capable of providing limited service to the Public Auditorium, the service capacity of which shall include two pantry areas in the lower level meeting rooms, banquet and beverage service area for the main level of Public Auditorium, and two concession stands for Little Theater and Music Hall. Such capacity will also facilitate the ability of the County and City to hold simultaneous joint events in the two facilities; although not necessarily events at full capacity.

The City and its Permittees will be responsible for the actual cost (without imposition of additional fees) of using the kitchen and the full reimbursement of all related and necessary costs that may be reasonably incurred by Operator or its affiliates related to the City or its Permittees' use of the kitchen. The City will schedule its events through and contract with, using the then standard services agreement with such additional changes as mutually agreed, Operator or its catering operator directly. Neither County nor Operator shall have any responsibility or liability for any claims, loses, damages, injuries or incidents related to such use, and to the fullest extent of the law, County and Operator shall be indemnified, defended and held harmless by the City's Permittees using the kitchen.

(b) Kitchen. The City shall be paid \$200,000 as a contribution towards the construction of a full service kitchen in the Public Auditorium. The County and Operator shall have the same rights to use the kitchens located in Public Auditorium as the City has to use the kitchen located in the Convention Facilities.

3.4 Audit Rights. The City, on one hand, and the County and Operator, on the other, and shall have the right, upon reasonable advance notice and during reasonable business hours, but no more frequently than once per year, to review each other party's books and records for the

sole purpose of verifying the costs required to be paid pursuant to this Article 3. The parties agree that the audit shall be performed by a qualified auditor and all non-public records shall remain confidential throughout the process and at the conclusion. The cost of such audit or inspection shall be borne by the party exercising its audit or inspection rights; provided, however, that in the event that such review determines that the reviewing party overpaid by more than five percent (5%) for its use of the other's facilities, the reasonable audit or inspection costs shall be promptly paid by the party who has overcharged.

ARTICLE 4

ACCESS AGREEMENTS

4.1 Pedestrian Access Facilities. The County and/or Operator will provide the City and its Permittees access to and from the newly-constructed Convention Facilities to Public Auditorium through the Pedestrian Access Facilities and Routes.

4.2 Dock Access Facilities. The County and/or Operator will provide the City and its Permittees access to and from the loading docks constructed as a part of the Convention Facilities through the Dock Access Facilities and Route. The Dock Access Facilities and Route shall permit access to the existing tunnel at the northwest corner of Public Auditorium. The City will contact Operator with all requests to use the Convention Facilities' docks as soon as possible to allow Operator to place such requests on its dock schedule, but in no event shall any such requests that are related to events scheduled at Public Auditorium be made less than two (2) weeks prior to the City's requested use. Notwithstanding the foregoing, nothing herein prevents the Operator and City representatives managing Public Auditorium from agreeing to shorter time frames for notice so long as it does not interfere with Operator's operation of the Convention Facilities. All access will be in accordance with County and/or Operator's reasonable rules and regulations, which may change from time to time, and which shall include but not be limited to truck height limitations, load limits, insurance requirements, security procedures, safety standards, and maintaining labor harmony. County and/or Operator reserves the right to establish procedures for the movement of personal property and persons into and out of the Convention Facilities and the right to control ingress to and egress from the Convention Facilities area at all times. The City will not be charged for the use of the docks or crossing through the Convention Facilities access facilities with materials and goods, during regular dock and/or Convention Facilities' hours, but shall cover all costs incurred by County and/or Operator for additional or after-hour services necessitated by the City's or its Permittee's use. However, the City or its Permittees, as the case may be, will be solely responsible for all damage or injury caused by its use of the docks and the Dock Access Facilities and Route. Further, the City agrees that to the extent allowed by Applicable Law, its Permittees using the docks and the Convention Facilities' access facilities for events scheduled at Public Auditorium will insure (in accordance with Exhibit B), defend, indemnify and hold County and/or Operator and its affiliates harmless from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from their use of the docks or the Dock Access Facilities and Route. The County and Operator recognize that many of the City's deliveries related to its day-to-day operations may not be subject to written contracts that include requirements for special indemnities or insurance endorsements for the City, County or Operator. The County and Operator recognize that many of the City's deliveries related to its day-to-day

operations are not able be scheduled two (2) weeks in advance. Notice related to such day-to-day deliveries shall be provided by the City to Operator as soon as reasonably possible, but the parties acknowledge that certain of the City's deliveries for its day-to-day operations occur on a regularly scheduled basis. In such instances, the City shall notify the Operator of the schedule for such regular deliveries without the need to make formal notification each and every time such delivery is to occur unless there is a change to the schedule. The Operator will use reasonable efforts to accommodate such regular deliveries, but the Operator, in its reasonable discretion, reserves the right to deny access to the Dock Access Facilities and Route for such day-to-day deliveries where same may interfere with an event at the Convention Facilities.

ARTICLE 5

LIABILITY INSURANCE; WAIVER OF SUBROGATION

5.1 Liability Insurance. Each Owner shall procure and maintain in full force and effect all insurance required under the Reciprocal Access and Mall Easement Agreement dated as of December 29, 2010 between the City and the County.

5.2 Waiver of Subrogation. Notwithstanding any provision of this Agreement to the contrary, in the event of any property damage that is insured by an Owner, whether or not such damage is caused, or claimed to be caused, by negligence or the misconduct of the other Owner or its Permittee, then neither the injured Owner nor its Permittee or any insurance company shall have any right of action or claim of damages, by way of subrogation, against such Owner or its Permittee arising from such damage; provided, however, nothing set forth within this Section 5.2 is intended to prohibit any Owner or its Permittee from pursuing any claims for damages or causes of action for negligence or misconduct of the other Owner or its Permittee to the extent of any deductible amount or if the same are not covered by insurance or exceed the level of such coverages. Each policy of commercial property insurance shall provide a waiver or release by the insurer of such right.

5.3 General Insurance Requirements.

(a) All insurance policies required by this Article 5 shall contain an endorsement naming the other Owner as an additional insured.

(b) The insuring Owner shall furnish the other Owner, and its mortgagees, upon request of such Owner, with a certificate of such insurance that shall provide that the insurer shall give at least 30 days' notice of cancellation of any such policy or reduction in coverage limits to below that required herein.

ARTICLE 6

SUCCESSORS

6.1 Successors and Assigns; Release. Any Owner that transfers all or any part of its interest in a Property shall be released from the duties set forth herein to the extent of the interest transferred; provided, however, that no such transfer shall relieve any party of liability for any breach of the terms, provisions or conditions of this Agreement occurring prior to such transfer,

and the transferor shall be personally liable for money damages resulting from any breach of the terms, provisions or conditions of this Agreement occurring prior to such transfer. The transferee of any conveyance of any property or portion thereof, shall, by its acceptance of the instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that the transferor was theretofore obligated to perform (accruing after transfer) with respect to the applicable property or part thereof so conveyed, and such transferee shall, upon request from any other Owner, execute an instrument which is legally sufficient to evidence such assumption.

ARTICLE 7

DEFAULTS

7.1 Default and Remedies.

(a) If an Owner shall default in the performance of any obligation hereunder to be performed by such Owner, then the other Owner shall give the defaulting Owner and its mortgagee (if the other Owner has been informed of the identity and mailing address of such mortgagee) written notice of any known default that the non-defaulting Owner wishes to claim against such defaulting Owner (except in an Emergency). If such alleged default is not cured within the Cure Period (or immediately, if an Emergency), then such default shall constitute an "Event of Default" hereunder, whereupon the non-defaulting Owner shall be entitled to exercise any rights available at law or equity.

(b) Following any Event of Default that causes any condition that (i) may threaten the life or safety of any Persons, or (ii) materially and adversely affects the beneficial use and enjoyment by any non-defaulting Owner of any rights and benefits granted hereunder, then the non-defaulting Owner may perform such obligation on behalf of the defaulting Owner, and the non-defaulting Owner shall be reimbursed by such defaulting Owner for the cost of curing such default.

7.2 No Waiver. No delay or omission of an Owner in the exercise of any right accruing under any default of the other Owner shall impair any such right or be construed to be a waiver thereof and every such right may be exercised having after first allowing the defaulting Owner any applicable Cure Period during which time such alleged default may be cured by the defaulting Owner. A waiver by an Owner of a breach or a default of this Agreement by the other Owner shall not be construed to be a waiver of any subsequent breach or default of the same or any other provisions hereof. Except as otherwise herein provided, no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies herein and available at law or in equity and may be exercised at one time or at different times.

7.3 Excused Postponement and Delays. Each Owner shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, if and so long as the performance of any such obligation is prevented, delayed, or hindered by an act of God, fire, earthquake, floods, extreme weather conditions, explosion, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or

supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, orders of governmental or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Owner.

ARTICLE 8

MISCELLANEOUS

8.1 Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

8.2 Notices. All notices and demands herein required shall be in writing and shall be deemed properly given if sent by (i) registered or certified mail, return receipt requested, or (ii) by national overnight delivery service. Each Owner may change the address to which notices to it are to be sent by written notice to the other. Every notice and demand shall be deemed to have been given three (3) days after it shall have been deposited by registered or certified mail, properly addressed as aforesaid, postage prepaid, in the United States Mail or when delivered by messenger or national overnight delivery service. Any notice given to the County shall also be given to Operator, and any notice given to Operator shall also be given to the County. Any notices shall be addressed to the parties at the addresses below:

To the County:

Cuyahoga County Administrator
1219 Ontario Street, 4th Floor
Cleveland, OH 44113
Fax:

With copies to:

Cuyahoga County Prosecutor's Office
Chief of the Civil Division
1200 Ontario Street, 8th Floor
Cleveland, OH 44113
Fax:

To the City:

The City of Cleveland
Attn: Office of the Mayor
Cleveland City Hall
601 Lakeside Avenue, Room 202
Cleveland, Ohio 44114
Fax: (216) 664-2815

With copies to:

City of Cleveland, Parks, Recreation and
Properties
Attn: Director
500 Lakeside Avenue
Cleveland, Ohio 44114
Fax: (216) 664-4086

and

City of Cleveland, Law Department
Attn: Director of Law
601 Lakeside Avenue, Room 106
Cleveland, Ohio 44114
Fax: (216) 420-8560

To Operator:

Merchandise Mart Properties, Inc.
Penton Media Building
1300 East 9th Street
Suite 650
Cleveland, OH 44114
Fax:

With copies to:

222 Merchandise Mart Plaza
Suite 470
Chicago, Illinois 60654
Attn: General Counsel
Fax: 312-321-4551

8.3 Amendments. This Agreement may be amended, modified, terminated or waived (in whole or in part) only by written agreement, executed and acknowledged among the Owners.

8.4 No Partnership. Each Owner is to conduct and operate its business in and upon its Property independently and nothing contained herein shall be construed as a partnership agreement or as to constitute the Owners as partners with respect to the conduct and operation of the Properties or to establish a principal and agent relationship between the Owners or to constitute or be a joint venture.

8.5 Estoppel Certificates. Within ten days following receipt of written request therefor, each Owner shall deliver to the requesting Owner, or to any mortgagee or prospective mortgagee of an Owner, an estoppel certificate stating as of the date of such certificate whether the Owner to whom request has been directed has knowledge (a) of any default under this Agreement (and if

there any defaults, specifying the nature thereof and the date thereof), or (b) of any assignment, modification or amendment in any way of this Agreement (and if it has, then stating the nature thereof and the date thereof); and (c) that this Agreement is in full force and effect.

8.6 Entire Agreement. This Agreement, the Definitive Agreement and the Separation Plan contain the entire agreement between Owners with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in their entirety by this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against either Owner.

8.7 Severability. If any term or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such term or condition to any other persons or circumstances shall be not be affected thereby, and shall be enforced to the greatest extent permitted by Applicable Law.

8.8 Further Assurances. Each of the Owners agrees that it shall, promptly after its receipt of the other's written request therefor, execute and acknowledge and deliver to or as directed by the other party such additional documents, instruments and further assurances consistent with the terms of this Agreement as may be necessary or appropriate (in the judgment of the requesting party) to evidence, confirm or establish the rights of the respect parties intended to be affected and created by this Agreement.

8.9 Counterparts. This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof.

8.10 Acknowledgement. The parties acknowledge and agree that as plans for either Property are further developed or revised, it may become necessary to address changes to this Agreement. The parties agree to enter into modifications or amendments of this Agreement as may be reasonably required by changes to either Property, provided that such modifications or amendments to this Agreement shall not expand the scope of the parties' joint uses or commitments thereunder and shall otherwise be consistent with the provisions of this Agreement. Further, the parties agree that in the event either shall elect or be required to make repairs, alterations, improvements or additions to either Property, such party allowed to interrupt, temporarily suspend, or change the route of access provided pursuant to this Agreement in order to accomplish such activities.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Joint Facility Use Agreement to be executed and sealed by its duly authorized signatory, effective as of the day and year first above written.

THE CITY OF CLEVELAND, OHIO

By: *Michael R. Cox*
Printed: MICHAEL R. COX
Title: DIRECTOR OF PARKS, REC, & PLAN

APPROVED AS TO FORM:

By: *Richard T. Howard*
Printed: RICHARD T. HOWARD
Title: CHIEF CORPORATE COUNSEL

THE COUNTY OF CUYAHOGA, OHIO

By: *Peter Lawson Jones*
Printed: Peter Lawson Jones
Title: President of the Board

APPROVED AS TO FORM:

By: *Gregory G. Hertz*
Printed: Gregory G. Hertz
Title: Asst. Treas. City

CLEVELAND MMCC LLC

By: _____
Printed: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Joint Facility Use Agreement to be executed and sealed by its duly authorized signatory, effective as of the day and year first above written.

THE CITY OF CLEVELAND, OHIO

By: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Printed: _____
Title: _____


THE COUNTY OF CUYAHOGA, OHIO

By: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Printed: _____
Title: _____

CLEVELAND MMCC LLC

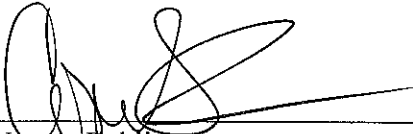
By:  _____
Printed: Christopher G. Kennedy
Title: PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of December, 2010, by Michael E. Cox, the Director, Parks & Recreation of the City of Cleveland, an Ohio municipal corporation, on behalf of such municipal corporation.



CONVEY'S OFFICE
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.



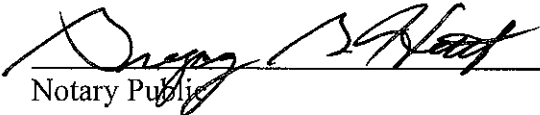
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Peter Larson Jones, President, the Board of County Commissioners of the County of Cuyahoga, Ohio, a county and political subdivision of the State of Ohio, on behalf of such county and political subdivision.



GREGORY G.
HUTH
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission
Has No Expiration Date
Section 147.03 O.R.C.



Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of Cleveland MMCC LLC, a Delaware limited liability company, on behalf of such company.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of the City of Cleveland, an Ohio municipal corporation, on behalf of such municipal corporation.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, the _____ of the County of Cuyahoga, Ohio, a county and political subdivision of the State of Ohio, on behalf of such county and political subdivision.

Notary Public

STATE OF Illinois)
) SS:
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 17 day of November, 2010, by Christopher G. Kenney, the authorized officer of Cleveland MMCC LLC, a Delaware limited liability company, on behalf of such company.



R F Clark
Notary Public

LIST OF EXHIBITS

- Exhibit A PUBLIC EVENT DAYS BOOKING POLICY FOR CONVENTION
 CENTER AND PUBLIC AUDITORIUM**

- Exhibit B 3RD PARTY VENDOR/CONTRACTOR INSURANCE REQUIREMENTS**

- Exhibit C DOCK ACCESS FACILITIES AND ROUTE**

- Exhibit D PEDESTRIAN ACCESS FACILITIES ROUTES**

EXHIBIT A

PUBLIC EVENT DAYS BOOKING POLICY FOR CONVENTION CENTER AND PUBLIC AUDITORIUM

Purpose and Mission

The purpose of this Public Event Days Booking Policy ("Policy") is to establish general guidelines for the scheduling of Public Events (as defined below) at Cleveland Convention Center ("Convention Facilities") and the Public Auditorium ("Public Auditorium"), to ensure that events and activities sponsored by Cuyahoga County ("County") and the City of Cleveland ("City") are accommodated in such a way that the legitimate needs of the community are accommodated and to ensure that such uses do not interfere with the attraction and accommodation of tradeshow, conventions, conferences, consumer shows, meetings, and other events (with an emphasis on economic impacting generating business) at the Convention Facilities and the Public Auditorium. This Policy is adopted by the County, the City and Cleveland MMCC LLC ("Operator") in accordance with the Joint Facility Use Agreement dated as of December 29, 2010 entered into by them (the "Joint Facility Use Agreement").

(a) Pursuant to the Sublease and Operating Agreement dated as of December 1, 2010, but effective as of January 1, 2011, between the County and Operator (the "Sublease"), Operator agreed that it would make the Convention Facilities (as defined in the Joint Facility Use Agreement) or a substantial portion thereof available to or at the direction of the County for Public Events for the equivalent of at least thirty (30) full Business Days (as defined below) assuming an 8-hour Business Day and including weekend or holiday usage each year which may be an aggregate of partial use days ("Public Event Days") without any space rental charges but with full reimbursement for all related and necessary costs of the Developer and Operator. The Parties acknowledge and agree that the thirty (30) full Business Days shall be allocated as follows: nineteen (19) full Business Days for the County, six (6) full Business Days for the City, and five (5) full Business Days for Convention and Visitors Bureau of Greater Cleveland (a/k/a Positively Cleveland), which may be used by Positively Cleveland for City Wide Events, as hereinafter defined.

(b) Furthermore, the County and the City agreed, as further described in the Joint Facility Use Agreement, that the City shall have use of the Convention Facilities, at the County's direction per its rights described above, and the County/Operator shall have use of Public Auditorium, each on a rent-free basis, for up to eight (8) full Business Days (assuming eight-hour business days) each year; provided that, the actual costs reasonably incurred and associated with the use of such facility are paid by the user without imposition of additional fees. The City's use of space in the Convention Facilities and the County/Operator's use of space in Public Auditorium shall be limited to Public Events.

(c) The City and Positively Cleveland shall work through the County to schedule the City's six (6) Public Event Days and Positively Cleveland's five (5) Public Event Days at the Convention Facilities, in the same fashion that the County will schedule its other nineteen (19) Public Event Days at the Convention Facilities. Operator shall, however, retain responsibility for

scheduling and booking of all events in the Convention Facilities, and the City will retain responsibility for scheduling and booking of all events at Public Auditorium. This Public Events Booking Policy shall control the scheduling and booking of Public Events by the City at the Convention Facilities and by the County or Operator at the Public Auditorium.

(d) As defined in the Joint Use Facility Agreement and as used herein, "Public Events" means activities of a charitable, governmental or public nature which do not compete with the business or purpose of the Convention Facilities or the Public Auditorium, do not interfere with scheduled activities or use of the Convention Facilities or the Public Auditorium and which are conducted for charitable, governmental or public purposes, and not for the purpose of generating a profit. Notwithstanding the definition of Public Events, the parties agree that Positively Cleveland may use up to five (5) Public Event Days, in a consecutive or non-consecutive manner, for "City Wide Events" which shall be defined as meetings, conventions, and/or other events which will bring at least two (2) of the following to Cleveland: the use of a minimum of 900 rooms on peak; the use of a minimum of three (3) hotels; or a minimum of fifteen hundred (1,500) attendees. The parties acknowledge that these five (5) Public Event Days should only be used when it is reasonably necessary to provide them in order to give Cleveland a competitive advantage over other cities also trying to book such event. These five (5) Public Event Days which constitute City Wide Event days shall be allocated as follows: three (3) from the County's allocation and two (2) from the City's allocation of Public Event Days defined above. The total Public Event Days shall not exceed thirty (30). For purposes of this Booking Policy, all policies applicable to Public Events shall also be applicable to City Wide Events.

(e) As defined in the Joint Facility Use Agreement and as used herein, "Business Day" means a day of the year not a Saturday or Sunday and on which commercial banks are not required or authorized to be open (or are authorized to be closed) for business in Cleveland, Ohio

(f) This Policy shall remain in effect through the term of the Sublease Lease for the Convention Facilities unless otherwise agreed between the parties.

General Guidelines

1. All Public Event Day reservation requests for the Convention Facilities shall be submitted to Operator through the designated County representative. All Public Event Day reservation requests for the Public Auditorium shall be submitted to the City Representative.
2. Public Event Days for the City is limited to six (6) full (i.e., eight-hour) Business Days per calendar year at the Convention Facilities, for Positively Cleveland is limited to five (5) full (i.e., eight-hour) Business Days per calendar year at the Convention Facilities, for the County is limited to nineteen (19) full (i.e., eight-hour) Business Days per calendar year at the Convention Facilities, and for the County/Operator is limited to eight (8) full (i.e., eight-hour) Business Days per calendar year at the Public Auditorium; these Business Day limits include the aggregate of partial Public Event Days during the calendar year (by way of example only, if the County utilizes the Public Auditorium for Public Events during four hours on one Business Day, and four hours on a separate Business Day, then these two uses would, together, count as one Business Day against

the 8 Business-Day limit). Any day of actual Public Event usage is counted toward each parties' Business Day limit, including a weekend or Holiday, and event set-up and take-down is counted toward the hourly usage. Notwithstanding this limit, the parties agree to reasonably cooperate with each other's requests for additional Public Event Days subject to availability and the parties reserve their right to charge the standard room/space rate for such additional days. For purposes of clarification, if a Public Event is scheduled to take place over two or more consecutive days, the hourly usage shall be calculated based upon the scheduled times for the event to be open to attendees plus event set-up and take-down. The period of time after the event is closed for the day until it reopens the following day shall not be included in such calculation.

3. The public entity sponsoring the applicable Public Event (or its designee) shall sign the applicable standard License Agreement, with such additional changes as mutually agreed, for the use of the space (provided, however, that any indemnity provisions or other provisions not applicable to public entities if they are the licensee pursuant to Ohio law shall be appropriately revised or redacted from such License Agreement), and provide appropriate evidence of insurance, or confirm self-insurance, prior to the scheduled date of the Public Event.
4. The City reserves the right to designate appropriate vendors, contractors and caterers at the Public Auditorium, and Operator reserves the right to designate appropriate vendors, contractors and caterers at the Convention Facilities.
5. All uses for the Public Event Days shall be appropriate for the facility and consistent with past practices and shall be subject to reasonable rules, regulations and exhibitor manuals established by applicable operator of the Convention Facilities or the Public Auditorium, provided that such rules and regulations are generally applied to all users/occupants of the applicable facility.
6. In the event that Public Events scheduled for a given Business Day do not fully utilize the Convention Facilities or the Public Auditorium, the operating party reserves the right to schedule other shows, conferences, events, etc. at the Convention Facilities or the Public Auditorium which run concurrently with the Public Events, provided that such shows, conferences, events, etc. do not unreasonably interfere with the Public Event use.
7. The City and/or the Operator reserve the right to relocate a Public Event to another appropriate location in the Public Auditorium or the Convention Facilities to accommodate another event, provided that such alternate location is substantially equivalent in all material respects to the original location of the Public Event, or, at the City or Operator's sole discretion and cost, work with the Public Event user/sponsor on an appropriate alternative date if feasible.
8. The public entity/designee shall pay all actual out-of-pocket costs reasonably incurred by the City at the Public Auditorium or the Operator at the Convention Facilities (without imposition of additional fees) specifically in connection with the Public Event Days. This includes expenses (or increased expenses, as applicable) that may result specifically

from the use of the space, such as HVAC, drayage, janitorial, security, room set-up, catering, special equipment rentals, electrical services, telecommunications, etc. Such expenses shall be charged and paid at the facilities' then published rates (without markup); the City or Operator will be provided rates for budgeting purposes promptly upon request.

Reservation Timing

1. Not later than September 1 of each calendar year, Operator and the City shall provide to each other a list of events which, in accordance with its established policies, it has identified as scheduled, tentatively scheduled, or "protected," "preference" or "priority" events (or similar designations) (collectively herein referred to as "Reserved Dates") for the next succeeding calendar year (the "Annual Booking List"); the parties agree that such Annual Booking List must make reasonable accommodation for the Public Event Days. The County (on its own behalf and on behalf of the City or Positively Cleveland) shall submit to Operator and Operator (on its own behalf and on behalf of the County) shall submit to the City a list of requested Public Event Day reservation dates (the "Annual Requested Dates"; and the County and Operator, in such context, are referred to as the "Requesting Parties"), not to exceed such party's annual Business Day limit, for such succeeding calendar year by October 15, which list shall specify, with respect to each Public Event Day, (a) the date requested (which date shall not be a Reserved Date, as specified on the Annual Booking List), (b) the portion of the Public Auditorium or the Convention Facilities requested for the Public Event, and (c) the amount of time needed for such Public Event (including set-up and tear down). To the extent that the Annual Requested Dates do not conflict with Reserved Dates on the Annual Booking List, or bookings made after submission of the Annual Booking List, the City and/or the Operator shall schedule the Public Events at the Public Auditorium or the Convention Facilities, as applicable, for such Annual Requested Dates, and shall notify the Requesting Party by November 15. In the event that the City or Operator has booked an event between the submission of the Annual Booking List and the submission of the Annual Requested Dates, and such booking conflicts with an Annual Requested Date, then the City or Operator, as applicable, shall cooperate with the user/sponsor to reschedule the applicable Public Event. Following the scheduling of Annual Requested Dates pursuant to this paragraph, the City and/or the Operator may freely book any other dates during the applicable calendar year, whether or not the Annual Requested Dates fully satisfy each party's Business Day quota.
2. In addition to the process set forth in the preceding Paragraph, either Requesting Party may, from time to time, and throughout the year, submit requests to schedule additional Public Events, and request a list of applicable Reserved Dates for the following 12 month period (an "Interim Booking List"). Upon receipt of the Interim Booking List, either Requesting Party, by written notice to the applicable party, may schedule a Public Event on any date that is not listed as a Reserved Date on the Interim Booking List. In no event shall such additional Public Events exceed a party's individual Business Day limit for the applicable location.

3. Notwithstanding the foregoing, either Requesting Party shall be permitted, upon written notice to the other, to schedule not more than six (6) Public Event Days per calendar year up to thirty-six (36) months in advance of such Public Event Days, provided that such Public Event Days do not conflict with then-scheduled Reserved Dates.
4. The parties agree to give each other, as applicable, immediate notice should any of them decide that it will not be holding a previously-booked Public Event. If the host location is then unable to book a replacement event despite making commercially reasonable efforts to do so, and if the notice of cancellation was received less than 60 days before the scheduled date of the Public Event, the cancelled date shall count against the party's applicable Business Day limit.
5. The parties agree to meet with each other periodically to discuss bookings, desired events, and availability with a goal of maximizing usage in a manner that does not interfere with third party trade shows, events, and conferences.

EXHIBIT B

3RD PARTY VENDOR/CONTRACTOR INSURANCE REQUIREMENTS

In accordance with Section 4.2 of the Joint Facility Use Agreement, the City shall cause each vendor or contractor using the Dock Access Facilities and Routes to carry the following insurance with the limits not less than those required below:

A. Limits

1. **Commercial General Liability**
\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate – Per Project Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. **Business Automobile**
\$1,000,000 Combined Single Limit
3. **Workers' Compensation/Employers' Liability (Stop Gap)**
Statutory Workers' Compensation – Coverage A
\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limits
\$1,000,000 Disease – Each Employee
4. **Excess Umbrella Liability:** \$1,000,000 Each Occurrence/Annual General Aggregate

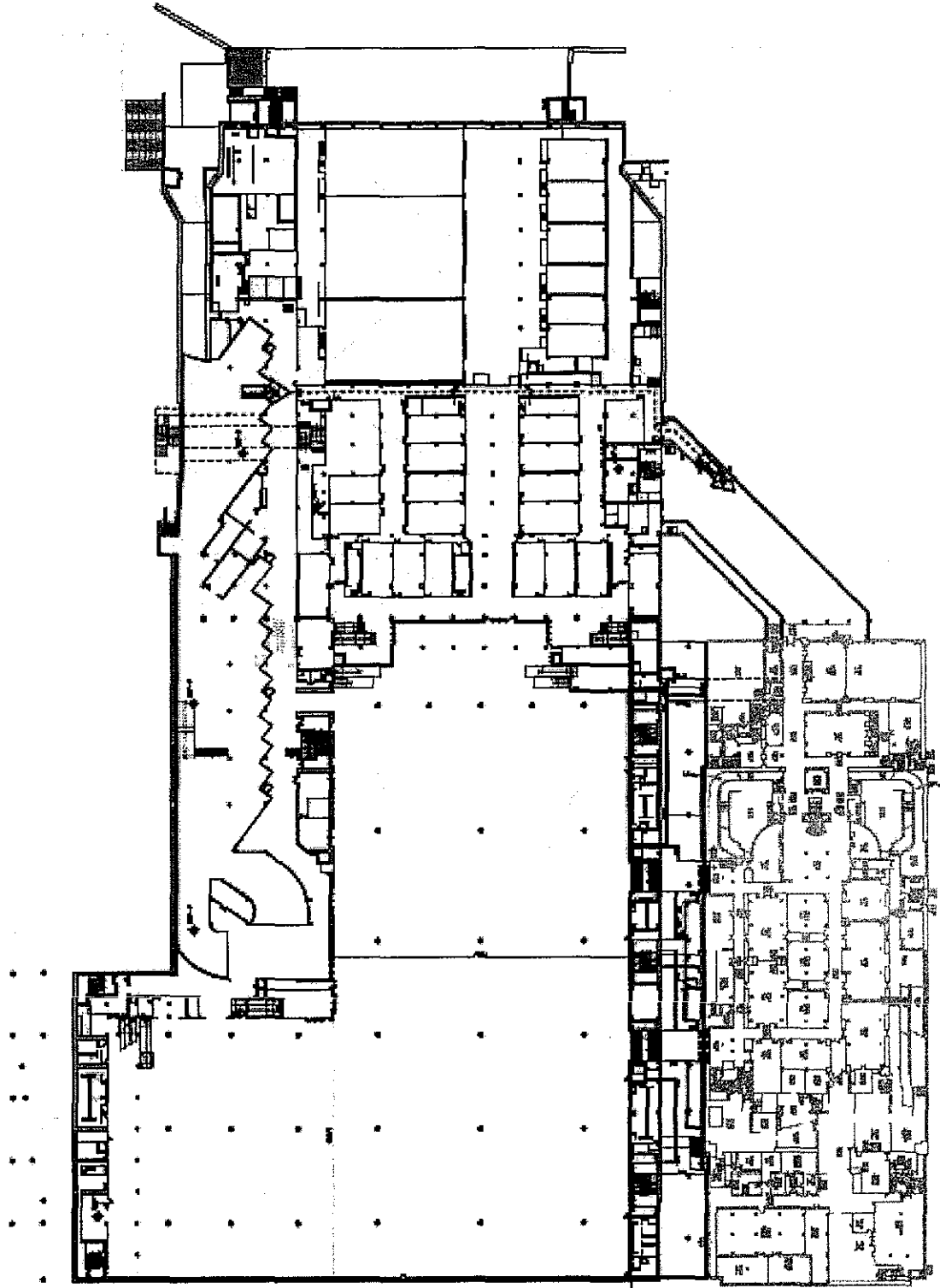
B. General/Certificates of Insurance. County, Operator and their respective officers, board members, shareholders, members, partners and employees (collectively, the "Additional Insureds") shall be included as additional insureds under the CGL and excess umbrella liability. All policies shall: (1) be written by insurance companies authorized to do business in the State of Ohio and having a financial size of VII or higher and a rating of not less than "A-" in the latest version of Best's Insurance Guide, published by A.M. Best & Company; and (2) provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City and the Additional Insureds.

Prior to the commencement of the Work, Contractor shall file with City and the Additional Insureds valid Certificates of Insurance evidencing that the above required insurance has been obtained. The Certificates of Insurance shall be in a form and substance satisfactory to City and the Additional Insureds.

EXHIBIT C

DOCK ACCESS FACILITIES AND ROUTE

See attached drawing titled G006.2, prepare by LMN Architects, 1 page.



Charleston Medical Market
 First Construction Center



UNIVERSITY



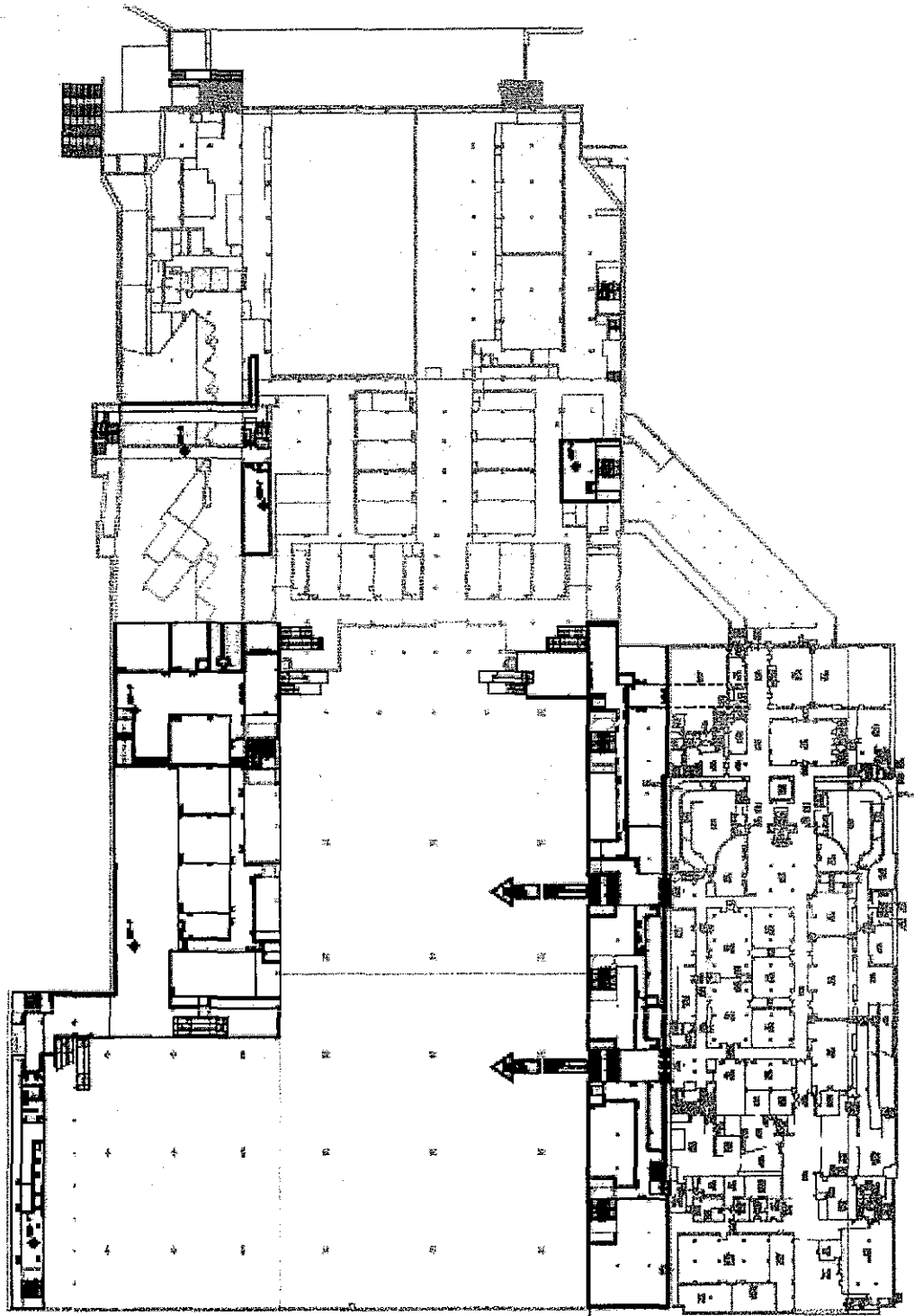
0006.2

C-2

EXHIBIT D

PEDESTRIAN ACCESS FACILITIES ROUTES

See attached drawing titled G006.1, prepare by LMN Architects, 1 page.



General Building Block
And Construction Details



UNIVERSITY OF CALIFORNIA



DATE: 10/15/68
PROJECT: 6006.1