

LEASE AGREEMENT

by and between

THE COUNTY OF CUYAHOGA, OHIO

and

MMPI CLEVELAND DEVELOPMENT LLC

Dated as of December 1, 2010

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EXHIBIT A – DESCRIPTION OF LEASED PREMISES

EXHIBIT B – MEMORANDUM OF LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of this 1st day of December, 2010, but effective as of the 1st day of January, 2010 (the "Commencement Date"), by and between MMPI CLEVELAND DEVELOPMENT LLC, a Delaware limited liability company ("Landlord"), and THE COUNTY OF CUYAHOGA, OHIO, a political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio ("Subtenant").

WITNESSETH:

WHEREAS, pursuant that certain Construction Administration Agreement, dated as of January 7, 2010 (the "CAA"), as amended, by and between Landlord and Subtenant, Landlord is to construct, furnish and equip, pursuant to construction drawings and specifications approved by Subtenant, an integrated facility for (a) exhibition space and showrooms for medical devices and equipment and related functions (the "Medical Mart"), and (b) exhibition, tradeshow and conference facilities, meeting rooms and related functions (the "Convention Facilities"). The Medical Mart and the Convention Facilities are sometimes collectively referred to herein as the "Facility";

WHEREAS, pursuant to that certain Agreement Regarding Final Project Finance Approval, entered into contemporaneously with this Lease and dated as of the date hereof, between Landlord and Subtenant, Landlord and Subtenant memorialized their agreements as to the Final Project Finance Approval (as defined in the CAA) and other documents relating to the funding, design, construction and development of the Facility;

WHEREAS, pursuant to that certain Project Funding Agreement, entered into contemporaneously with this Lease and dated as of the date hereof (the "Project Funding Agreement"), between Landlord and Subtenant, Subtenant shall provide to Landlord funds for planning, designing, financing and constructing the Facility;

WHEREAS, pursuant to that certain Ground Lease, entered into contemporaneously with this Lease and dated as of the date hereof (the "Land Lease"), between Landlord and Subtenant, Subtenant leased to Landlord, and Landlord leased from Subtenant, the land described on Exhibit A attached hereto and made a part hereof, together with all buildings and improvements thereon (the "Leased Premises") (the "Leased Premises" shall include the Facility when it is completed);

WHEREAS, Landlord and Subtenant are entering into this Lease whereby Landlord shall lease to Subtenant, and Subtenant shall lease from Landlord, the Leased Premises;

WHEREAS, pursuant to that certain Sublease and Operating Agreement, entered into contemporaneously with this Lease and dated as of the date hereof (the "Operating Agreement"), by and between Subtenant and Cleveland MMCC LLC ("Operator"), Subtenant shall sublease the completed Facility to Operator, for operation of the Facility in accordance with the terms and conditions thereof for a term commencing following the substantial completion of the Facility and expiring on the same date as the Expiration Date hereunder; and

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, the Parties hereto agree as follows:

ARTICLE 1

LEASE

1.1 **Grant.** In consideration of the rents, covenants, and agreements herein set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby subleases to Subtenant, and Subtenant hereby subleases from Landlord, the Leased Premises, which shall include the completed Facility.

1.2 **Permitted Uses.** Subtenant shall hold the Leased Premises for the purpose of leasing the completed Facility to Operator pursuant to the Operating Agreement.

1.3 **Quiet Enjoyment.** Subject to the terms, covenants and conditions of this Lease and the Permitted Encumbrances (as defined in Section 6.1 hereof), Landlord covenants that Subtenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the entire Lease Term (as defined in Section 2.1 hereof).

1.4 **No Merger.** There shall be no merger of the leasehold estate created by this Lease with the fee estate, easement rights or any other rights or interests in the Leased Premises by reason of any such interest created by this Lease being held, directly or indirectly, by or for the account of the entity owning the fee estate or any other interest in the Leased Premises. No such merger shall occur unless and until all persons at the time having such concurrent interests shall join in a written instrument specifying such merger.

1.5 **Memorandum of Lease.** The parties hereto shall execute a "short form" or memorandum of this Lease, in recordable form, to evidence of record the leasehold estate created by this Lease, a form of which memorandum is attached hereto as Exhibit B.

ARTICLE 2

TERM

2.1 **Term.** The term of this Lease (the "Lease Term") shall commence on the Commencement Date, and shall expire on September 30, 2027 (the "Expiration Date") unless sooner terminated pursuant to the terms of this Lease.

ARTICLE 3

RENT; TAXES; UTILITIES

3.1 **Rent.** Subtenant shall pay to Landlord during the Lease Term the monthly rental payment of Three Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 34/100 Dollars (\$3,333,333.34) ("Monthly Base Rental Payment") solely from Nontax Revenues (as such term is defined in the Project Funding Agreement), which Monthly Base Rental Payment shall be payable, without demand, in monthly installments each month

beginning on the Commencement Date and on the first day of each month thereafter during the Lease Term (or until the earlier termination of this Lease). Subject to Section 3.2 hereof, all rent payments, and all other payments due to Landlord under this Lease shall be made to Landlord at Landlord's address set forth in Section 9.10 hereof or at such other address as Landlord may designate.

3.2 Monthly Base Rental Payments. Pursuant to the Project Funding Agreement, Landlord is required to make a monthly payment in the amount of Three Million Dollars (\$3,000,000) ("Developer Monthly Payment") to Subtenant each month during the Lease Term. Pursuant to Section 3.4 of the Project Funding Agreement, each month Subtenant shall withhold the amount of the Developer Monthly Payment from the Monthly Base Rental Payment, and on behalf of Landlord and as its agent, Subtenant shall pay an amount equal to the Developer Monthly Payment to such escrow or trust fund established pursuant to the Project Funding Agreement.

3.3 Set-Off of Monthly Base Rental Payment.

3.3.1 In accordance with Sections 5.16.2 and Section 9.1.6 of the CAA, Subtenant shall have the right under certain circumstances to pay up to ten percent (10%) of the Monthly Base Rental Payments into the Construction Cost Reserve Fund (as such term is defined in the CAA).

3.3.2 In accordance with Section 15.7 of the CAA, Subtenant shall have the right under certain circumstances to pay ten percent (10%) of the Monthly Base Rental Payment into a reserve fund with the Indenture Trustee (as such term is defined in the CAA).

3.3.3 So long as this Lease is in effect, in no event for any reason whatsoever shall Subtenant be entitled to reduce, by offset or reduction or otherwise, the Monthly Base Rental Payment for any month to an amount less than Three Million Dollars (\$3,000,000.00), unless, and except to the extent that, the Developer Monthly Payment for such month is not paid in full.

3.4 Taxes and Assessments. Subtenant shall be responsible for causing to be paid any real estate taxes or special assessments that may be or become payable in respect of the Leased Premises and the Facility. Landlord shall cooperate in good faith with Subtenant to minimize such taxes and assessments.

3.5 Utilities. Pursuant to the Operating Agreement, Operator shall pay, as and when due, all water, sewage, power, heat, gas, electricity, oil and all other utility services used or consumed on the Leased Premises and the Facility during the Lease Term.

3.6 Nontax Revenues. Nothing herein shall be construed as requiring Subtenant to use or apply to the payment of Monthly Base Rental Payments or Supplemental Payments (as such term is defined in the Operating Agreement) any funds or revenues from any source other than Nontax Revenues; provided, however, that nothing herein shall be deemed to prohibit Subtenant, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Agreement, the Project Funding Agreement, Land Lease or Operating Agreement.

ARTICLE 4

TERMINATION OF LEASE

4.1 Concurrent Termination of Lease Agreements. Notwithstanding anything to the contrary contained in this Lease, (a) a termination of this Lease shall result in the automatic termination of the Land Lease and the Operating Agreement; and (b) upon any termination of the Land Lease or the Operating Agreement, this Lease shall automatically be terminated.

4.2 Conveyance of All Interests in the Leased Premises to Subtenant. At the expiration of the Lease Term, or upon any earlier termination of this Lease for any reason (including default under Article 8 hereof), all right and interest of Landlord in the Leased Premises, together with all buildings and improvements then located thereon, personal property and furniture, fixtures and equipment then located therein, and all licenses and permits relating thereto, shall, without further act of Landlord, automatically be deemed conveyed, transferred and assigned to Subtenant. Upon request by Subtenant, Landlord shall promptly deliver any confirmatory instruments or documents as are reasonably requested by Subtenant to confirm such conveyance, transfer and assignment to Subtenant free and clear of all liens whatsoever, except for Permitted Encumbrances (defined in Section 6.1 hereof) and any liens and encumbrances caused by Subtenant. In such instance, all obligations of Landlord and Subtenant in respect of the Project Funding (as such term is defined in the Operating Agreement) shall be deemed discharged.

ARTICLE 5

CONSTRUCTION

5.1 Construction. Landlord shall design and construct the Facility (including demolition of existing buildings and improvements) in accordance with the terms and conditions of the CAA.

ARTICLE 6

SUBLETTING AND ASSIGNMENT

6.1 Permitted Encumbrances. As used in this Lease, "Permitted Encumbrances" shall mean (a) zoning and building laws, ordinances and regulations; (b) streets and highways; (c) building setback lines, rights-of-way, covenants, restrictions, conditions, and easements of record; (d) the lien of real estate taxes that are not then due and payable; (e) the lien of any special assessment; (f) such permanent easements or restrictions as may be required for public rights of way that do not interfere in any material respects with the intended use of the Leased Premises; (g) the CAA, Project Funding Agreement, Land Lease, Operating Agreement, and mortgages and other security instruments in favor of Subtenant in connection with the financing for the Facility; (h) Reciprocal Access and Mall Easement Agreement recorded as AFN 201012290543 of the Cuyahoga County Records; (i) other matters of record that do not adversely affect, in any material respects, the use of the Leased Premises for the Facility; and (j) showroom, office, retail and other leases of space in the Facility and other agreements relating to

the use of the Leased Premises and the Facility, entered into by Operator or Subtenant, as permitted by the terms of the CAA, the Land Lease, this Lease, and the Operating Agreement.

6.2 No Assignment. Landlord shall not sell, transfer, assign or otherwise dispose of its interest in the Leased Premises or Facility without the written consent of Subtenant, except for Permitted Encumbrances and Permitted Transfers. Any Permitted Transfer on or before April 15, 2019 to a party described in clause (d) below shall not occur without approval in writing by Subtenant. "Permitted Transfers" shall mean any transfer to (a) the County of Cuyahoga, Ohio, (b) any other governmental entity established under the laws of the State of Ohio, (c) any entity that is directly or indirectly controlled by or is under common control with Merchandise Mart Properties, Inc., Vornado Realty Trust or Vornado Realty L.P. (or their respective successors), and (d) any other entity (i) with a net worth, together with its affiliates, as of the date of the transfer, of at least \$100 Million (exclusive of the value of the Leased Premises and Facility), and (ii) who, immediately prior to such transfer, controls, together with its affiliates, real estate equity assets of at least \$200 Million.

ARTICLE 7

CASUALTY; CONDEMNATION

7.1 Casualty.

7.1.1 Landlord shall be responsible for insuring all buildings and improvements in such amounts and with such coverages as Landlord deems necessary, which insurance Subtenant shall have the right to reasonably approve. In the event of the destruction or damage of any buildings and improvements on the Leased Premises during the Lease Term, and as often as any buildings or improvements or any part thereof on the Leased Premises shall, during such period, be destroyed or damaged by fire or other insured casualty, Landlord shall rebuild and repair or replace the same to as good condition and to the same general appearance as existed immediately prior to the occurrence of such casualty. Landlord shall repair, rebuild or replace the buildings and improvements on the Leased Premises as set forth herein.

7.1.2 Notwithstanding anything contained herein to the contrary, if, during the Lease Term, the Leased Premises is damaged or destroyed by fire or other casualty and the time to restore the damage or destruction (as reasonably estimated by a duly licensed architect selected by Landlord and reasonably acceptable to Subtenant) is greater than one (1) year from the date of casualty, then either Landlord or Subtenant shall have the right to terminate this Lease by giving written notice to the other party hereto of such termination within forty-five (45) days after the date of such casualty, specifying a termination date of at least thirty (30) days and not more than ninety (90) days after the date of the notice of termination. If neither party gives notice of termination within such forty-five (45)-day period, then each party shall be deemed to have waived such right of termination and Landlord shall remain obligated to repair and restore the Leased Premises in accordance with the terms hereof. In the event of any such termination pursuant to this Section 7.1, Subtenant shall have the right to require Landlord, at Landlord's sole cost and expense, to demolish and raze the remaining improvements on the Leased Premises and remove all trash and debris therefrom, and to resod and replant all portions of the Leased Premises so as to restore the Leased Premises to a neat and attractive condition and no

termination of this Lease pursuant to this Section 7.1 shall be effective unless and until all of the remaining improvements and debris have been removed from the Leased Premises and all portions of the Leased Premises have been resodded and replanted so as to restore the Leased Premises to a neat and attractive condition. Notwithstanding anything to the contrary contained herein, if Landlord has timely elected to repair or rebuild the Leased Premises (or is required to do so under this Lease), but shall not have commenced such repair and rebuilding within six (6) months after such damage or destruction and thereafter diligently prosecuted such repair and rebuilding to completion, then Subtenant may terminate this Lease by notice to Landlord given within thirty (30) days after expiration of said six (6) month period or at any time thereafter when Landlord shall have abandoned its prosecution of such repair and rebuilding.

7.1.3 If this Lease is terminated pursuant to this Section 7.1, then all insurance proceeds attributable to the damage or destruction of the Leased Premises, to the extent not applied to the restoration of the Leased Premises in accordance with Section 7.1.2, shall belong to and shall be payable to Subtenant, and Landlord shall assign to Subtenant all of its right, title and interest in and to those proceeds. In addition, the amount of the deductible shall be paid out of the Capital Reserve Fund (as such term is defined in the Operating Agreement); provided, however, that to the extent funds in the Capital Reserve Fund are insufficient to pay the deductible, then Landlord shall pay the deductible. If Landlord fails to maintain the required property insurance, then Landlord shall pay Subtenant an amount equal to the amount of insurance proceeds that would have been payable with respect to the damage or destruction had Landlord maintained the property insurance on the Leased Premises required by this Lease.

7.2 Condemnation. If the whole of the Leased Premises shall be taken, appropriated or condemned for any public or quasi-public use or purpose, or if less than all of the Leased Premises is taken but the remaining portion is not sufficient for the purpose for which it was intended, then the Lease Term shall automatically cease and terminate as of the date Subtenant must relinquish possession of the Leased Premises or when title to the Leased Premises vests in the taking authority, whichever first occurs, and all rents and other charges paid under this Lease shall be apportioned as of the date of termination. If less than all of the Leased Premises shall be taken, appropriated or condemned for any public or quasi-public use or purpose, and the remaining portion not so taken is sufficient for the operation of the Facility, Subtenant shall continue to use the portion not so taken and there shall be no adjustment in rent. Subtenant shall be entitled to all condemnation proceeds awarded on account of any taking of all or any portion of the Leased Premises, subject to applicable provisions of the Operating Agreement with regard to application of such proceeds to the restoration of the Leased Premises and the Facility in the event of a partial taking. Landlord shall have no claim against any such award and waives any right to seek or recover any such proceeds.

ARTICLE 8

DEFAULTS

8.1 Subtenant Events of Default. Subtenant shall be in default hereunder if any one or more of the following events (hereinafter referred to individually as a "Subtenant Event of Default") shall occur: (a) Subtenant shall fail to pay any annual installment of rent or any other amounts or charges payable by Subtenant under this Lease, which failure is not cured within

fifteen (15) days following Subtenant's receipt of written notice thereof from Landlord; (b) Subtenant shall neglect or fail to perform or observe any of the other terms, covenants or conditions contained in this Lease, which neglect or failure continues for thirty (30) days following Subtenant's receipt of written notice thereof from Landlord, provided that if such neglect or failure is susceptible to cure but is not reasonably capable of being cured within such thirty (30) period, there shall exist no Subtenant Event of Default provided that Subtenant promptly advises Landlord of its intention duly to institute all steps necessary to cure such neglect or failure and Subtenant promptly commences cure of such neglect or failure and diligently pursues such cure to completion; (c) Subtenant's leasehold estate shall be taken upon an execution, attachment or other process of law, or (d) a receiver or trustee shall be appointed to take charge of all or any substantial part of Subtenant's property.

8.2 Termination Upon Subtenant Event of Default. Upon the occurrence of a Subtenant Event of Default (after the applicable notice and cure periods set forth in Section 8.1), or at any time thereafter while a Subtenant Event of Default continues, Landlord shall have the right, at its sole option, to terminate this Lease upon a specified date not less than ten (10) days after the date of the notice of termination, during which ten (10)-day period such Subtenant Event of Default is not cured, and this Lease shall then automatically expire on the date so specified. The foregoing is in addition to any other right or remedies Landlord may have at law or in equity.

8.3 Landlord Events of Default. Landlord shall be in default hereunder if any one or more of the following events (hereinafter referred to individually as a "Landlord Event of Default") shall occur: (a) Landlord shall neglect or fail to perform or observe any of the terms, covenants or conditions contained in this Lease, which neglect or failure continues for thirty (30) days following Landlord's receipt of written notice thereof from Subtenant, provided that if such neglect or failure is susceptible to cure but is not reasonably capable of being cured within such thirty (30) period, there shall exist no Landlord Event of Default provided that Landlord promptly advises Subtenant of its intention duly to institute all steps necessary to cure such neglect or failure and Landlord promptly commences cure of such neglect or failure and diligently pursues such cure to completion; (b) Landlord shall become bankrupt or insolvent or make a general assignment for the benefit of creditors, (c) Landlord's leasehold estate pursuant to the Land Lease shall be taken upon an execution, attachment or other process of law, or (d) a receiver or trustee shall be appointed to take charge of all or any substantial part of Landlord's property.

8.4 Termination Upon Landlord Event of Default. Upon the occurrence of a Landlord Event of Default (after the applicable notice and cure periods set forth in Section 8.3), or at any time thereafter while a Landlord Event of Default continues, Subtenant shall have the right, at its sole option, to terminate this Lease upon a specified date not less than ten (10) days after the date of the notice of termination, during which ten (10)-day period such Landlord Event of Default is not cured, and this Lease shall then automatically expire on the date so specified. The foregoing is in addition to any other right or remedies Landlord may have at law or in equity.

8.5 Termination of the CAA and Project Funding Agreement. In the event there is a Subtenant or Landlord Event of Default under this Lease and Landlord or Subtenant (as

applicable) terminates this Lease, then the non-defaulting party shall also be permitted to terminate the CAA and Project Funding Agreement even if there is no then-current default under such agreements. If there is a default by Subtenant or Landlord under the CAA or Project Funding Agreement and the non-defaulting party terminates such agreement, then the non-defaulting party shall also be permitted to terminate this Lease, even if there is no then-current default under this Lease.

ARTICLE 9

MISCELLANEOUS

9.1 Jurisdiction and Venue. Each party hereto (a) irrevocably consents to the exclusive jurisdiction of any state court located within Cuyahoga County, Ohio, in connection with any matter based upon or arising out of this Lease, (b) agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and (c) waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process. Any dispute that seeks confirmation of an award in an arbitration dispute may be brought by an action before any federal or state court of competent jurisdiction located within Cuyahoga County, Ohio.

9.2 Governing Law. This Lease shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction.

9.3 Amendment. No alteration, amendment or modification of this Lease shall be valid unless set forth in an instrument in writing executed by the parties hereto.

9.4 Consent in Writing. Unless otherwise specifically provided herein, no consent or approval by the a party permitted or required under the terms of this Lease shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is given.

9.5 Waiver. The waiver by Landlord or Subtenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant, or condition of this Lease. Landlord's acceptance of rent shall not be deemed to be a waiver of any preceding breach by Subtenant of any term, covenant or condition of this Lease. No term, covenant, or condition of this Lease shall be deemed to have been waived by either party unless such waiver be in writing by such party.

9.6 No Waiver of Regulatory Approval. Notwithstanding anything herein to the contrary, Landlord acknowledges that nothing set forth in this Lease shall serve as a waiver, impairment or compromise of Subtenant's regulatory authority in the review, approval, permitting or inspection of the Leased Premises, and Subtenant shall not be responsible for damages, delays or costs resulting from the proper and timely exercise of its regulatory authority.

9.7 Agreement Binding on the Parties. Subject to the terms of Article 6 hereof, the terms of this Lease shall be binding upon, inure to the benefit of and be enforceable solely by the

parties and their permitted successors and assigns, and nothing in this Lease or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any person or entity (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons or entities, or to permit any person other than the parties hereto and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein, except as otherwise specifically provided herein. This Section 9.7 is not a limitation on Section 9.8 hereof.

9.8 No Personal Liability. No covenant, obligation or agreement under this Lease shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or officer, or employee of Subtenant in other than their official County position, and neither the members of the County Board of County Commissioners nor any County official executing this Lease shall be liable personally for or by reason of the covenants, obligations or agreements of Subtenant contained in this Lease. No covenant, obligation or agreement under this Lease shall be deemed to be a covenant, obligation or agreement of any member or manager of Landlord other than in such capacity as member or manager, and neither any member, manager, Affiliate (as defined in the Operating Agreement) or agent of Landlord (or any member, manager, partner, officer, director, employee or shareholder of any such member, manager, Affiliate or agent) nor any individual person executing this Lease on behalf of Landlord shall be liable for or by reason of the covenants, obligations or agreements of Landlord contained in this Lease.

9.9 Relationship of the Parties. The relationship of the parties under this Lease is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Lease to the contrary, no partnership, joint venture or relationship of principal and agent is established or intended hereby between or among the parties.

9.10 Notices. Any notice or communication between the parties required or permitted to be given under this Lease shall be deemed sufficiently given if delivered personally or mailed by U.S. registered or certified mail, return receipt requested, which shall be deemed delivered when either the return receipt is signed or refused, and addressed as follows:

To Subtenant:

Cuyahoga County Administrator or County Executive
1219 Ontario Street, 4th Floor
Cleveland, OH 44113

With copies to:

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

Thompson Hine, LLP
3900 Key Center

127 Public Square
Cleveland, OH 44114
Attn: Jeffrey R. Appelbaum, Esq.
Facsimile: (216) 566-5800

To Landlord:

c/o Merchandise Mart Properties, Inc.
222 Merchandise Mart Plaza, Suite 470
Chicago, IL 60654
Attn: Mark Falanga, Senior Vice President
Facsimile: (312) 321-4551

With copies to:

Merchandise Mart Properties, Inc.
222 Merchandise Mart Plaza, Suite 470
Chicago, IL 60654
Attn: Legal Department
Facsimile: (312) 321-4551

Drinker Biddle & Reath LLP
191 N. Wacker Drive, Suite 3700
Chicago, IL 60606
Attn: Michael F. Csar, Esq.
Facsimile: (312) 569-3223

9.11 Severability. If any section, provision in this Lease or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any other section, provision or portion thereof. To the extent an interpretation of a section, provision or a portion thereof can be made which will make it valid or enforceable, the parties agree that the interpretation making it valid or enforceable should be chosen.

9.12 Captions. The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

9.13 Costs. The costs and expenses of Landlord (including its fees and expenses of legal counsel, accountants and other advisors) in connection with negotiating this Agreement are deemed to be Project Costs (as defined in the Construction Administration Agreement) and shall be paid from Available Funds.

9.14 Further Assurances. The parties shall each execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as the parties shall reasonably request of the other in order to fulfill the intent of this Lease and the transactions contemplated hereby.

9.15 Counterparts. This Lease may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

9.16 Other Agreements. With respect to the lease of the Leased Premises from Landlord to Subtenant, the provisions of this Lease shall prevail in the event of a conflict between this Lease and the CAA, Project Funding Agreement, Ground Lease or Operating Agreement.

9.17 This Agreement. The words "herein," "hereof," "hereunder," "hereby," "this Lease" and other similar references shall be construed to mean and include this Lease and all amendments hereof and supplements hereto unless the context clearly indicates or requires otherwise.

9.18 Language. The language used in this Lease shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Lease shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Lease.

9.19 Time of the Essence. Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Lease.

ARTICLE 10

ATTORNMENT; ESTOPPEL CERTIFICATES


10.1 Attornment. With respect to leases, licenses, occupancy agreements, event agreements and other agreements for the use of the Facility, Tenant and Landlord shall cooperate in implementing the attornment and non-disturbance provisions contained in the Operating Agreement.

10.2 Certificates. Either party shall, without charge, at any time and from time to time hereafter, but not more frequently than four (4) times per calendar year, within fifteen (15) days after written request of the other party, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the existence of any default hereunder, to such certifying party's best knowledge and belief; (c) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party, to such certifying party's best knowledge and belief; and (d) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing the same.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Lease as of the date first set forth above.

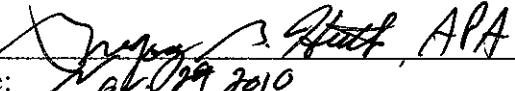
THE COUNTY OF CUYAHOGA, OHIO

By: 
Name: Peter Lawson Jones
Title: President of the Board

MMPI CLEVELAND DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

The legal form for the within instruments is hereby approved.


By: 
Date: Feb. 09, 2010

IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Lease as of the date first set forth above.

THE COUNTY OF CUYAHOGA, OHIO

By: _____
Name: _____
Title: _____

MMPI CLEVELAND DEVELOPMENT LLC

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

The legal form for the within instruments is hereby approved.

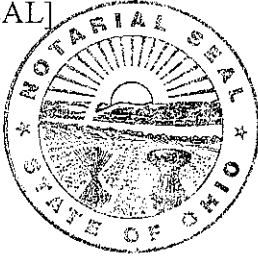
By: _____
Date: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

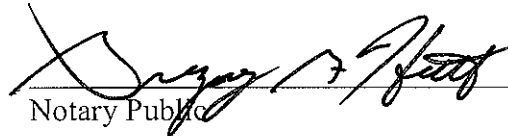
On this 29th day of Nov., 2010, before me a Notary Public in and for said County and State, personally appeared Peter Lawson Jones, President, Board of County Commissioners of the County of Cuyahoga, Ohio, who acknowledged the execution of the foregoing instrument as the authorized officer of the County on behalf of the County, and that the same is his voluntary act and deed as the officer on behalf of the County and the voluntary act and deed of said County.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[SEAL]



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 Illinois)
COUNTY OF Cook) SS:

On this 17 day of Nov, 2010, before me a Notary Public in and for said County and State, personally appeared Christopher G. Kennedy, being the duly authorized executive of Cleveland Development LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing instrument as the duly authorized representative thereof, and that the same is his voluntary act and deed as said representative and the voluntary act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



[Signature]
Notary Public

CERTIFICATE OF FISCAL OFFICER

The undersigned fiscal officer of the County of Cuyahoga, Ohio ("County") hereby certifies that the money required to meet the obligations of the County under the foregoing LEASE AGREEMENT for the fiscal year 2010 has been appropriated lawfully by the Board of Commissioners of Cuyahoga County, Ohio for that purpose and is in treasury of the County or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances, and is not appropriated for any other purpose. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

David Reines

David Reines, Acting Auditor, County of
Cuyahoga, Ohio

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

Parcel 1:

Legal Description
Parcel "C-2" (Mall C Parcel)
File No. 13258C-LD009
December 17, 2010

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part Parcel "B" and all of Parcel "C" in the Plat of Survey, Consolidation and Partition for County of Cuyahoga / City of Cleveland of part of Original Two Acre Lots, Nos. 14 through 18 as shown by the recorded plat in Volume 364 of Maps, Page 99 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at a stone monument found at the intersection of the center line of Lakeside Avenue N.E. (99 feet wide) with the center line of Ontario Street (99 feet wide). Thence North 34°-03'-29" West, a distance of 49.50 feet to an angle point in the Northwesterly right of way line of said Lakeside Avenue N.E. Thence North 55°-52'-41" East, along said Northwesterly right of way line of Lakeside Avenue N.E., a distance of 319.85 feet to the principal place of beginning of the land herein described;

- Course 1 Thence North 34°-07'-19" West, a distance of 299.51 feet to the Northwesterly line of said Parcel "B";
- Course 2 Thence South 56°-23'-13" West, along said Northwesterly line of Parcel "B", a distance of 25.39 feet to a Southwesterly corner of said Parcel "C";
- Course 3 Thence North 34°-16'-47" West, along a Southwesterly line of said Parcel "C", a distance of 216.58 feet to the Northwesterly corner thereof;
- Course 4 Thence North 57°-57'-05" East, along the Northwesterly line of said Parcel "C", a distance of 479.36 feet to the Northeasterly corner thereof;
- Course 5 Thence South 34°-18'-43" East, along a Northeasterly line of said Parcel "C", a distance of 151.36 feet to an angle point therein;
- Course 6 Thence South 73°-45'-15" East, along a Northeasterly line of said Parcel "C", a distance of 58.01 feet to an angle point therein;

- Course 7 Thence South 34°-20'-28" East, along a Northeasterly line of said Parcel "C", a distance of 23.20 feet to an interior corner therein;
- Course 8 Thence North 55°-39'-17" East, along a Northwesterly line of said Parcel "C", a distance of 0.76 feet to a Northeasterly corner thereof;
- Course 9 Thence South 34°-20'-43" East, along a Northeasterly line of said Parcel "C", a distance of 279.74 feet to the Southeasterly corner thereof and the aforesaid Northwesterly right of way line of Lakeside Avenue N.E.;
- Course 10 Thence South 55°-52'-41" West, along said Northwesterly right of way line of Lakeside Avenue N.E., a distance of 492.50 feet to the principal place of beginning and containing 5.6926 Acres (247,971 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in November of 2010.

Be the same more or less, but subject to all legal highways and easements of record.

Now known as Parcel "C-2" in the Plat recorded in Volume 365 of Maps, Page 00.

Parcel 2:

Legal Description
 Parcel "D" (Mail B Parcel and Adjacent Area)
 File No. 13258C-LD019
 December 17, 2010

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being Parcel "A" in the Plat of Survey and Partition for the City of Cleveland as shown by the recorded plat in Volume 365 of Maps, Page 01 of Cuyahoga County Records, all of and more land being part of Original Two Acre Lots, Nos. 37 through 43 and is further bounded and described as follows:

Beginning at a stone monument found at the intersection of the center line of St. Clair Avenue N.E. (99 feet wide) with the center line of Ontario Street (99 feet wide). Thence North 55°-47'-14" East, along said center line of St. Clair Avenue N.E., a distance of 49.50 feet. Thence North 34°-03'-06" West, a distance of 49.50 feet to the intersection of the Northwesterly right of way line of said St. Clair Avenue N.E. with the Northeasterly right of way line of said Ontario Street and the principal place of beginning of the land herein described;

- Course 1 Thence North 34°-03'-06" West, along said Northeasterly right of way line of Ontario Street, a distance of 308.20 feet;

- Course 2 Thence North 55°-42'-22" East, a distance of 274.56 feet;
- Course 3 Thence North 34°-17'-38" West, a distance of 307.88 feet to the Southeasterly right of way line of Lakeside Avenue N.E. (99 feet wide);
- Course 4 Thence North 55°-52'-41" East, along said Southeasterly right of way line of Lakeside Avenue N.E., a distance of 529.33 feet to the Northeasterly corner of aforesaid Parcel "A";
- Course 5 Thence South 34°-14'-59" East, along the Northeasterly line of said Parcel "A", a distance of 121.33 feet to an angle point therein;
- Course 6 Thence South 55°-45'-01" West, continuing along said Northeasterly line of Parcel "A", a distance of 2.10 feet to an angle point therein;
- Course 7 Thence South 34°-14'-59" East, continuing along said Northeasterly line of Parcel "A", a distance of 371.17 feet to an angle point therein;
- Course 8 Thence North 55°-45'-01" East, continuing along said Northeasterly line of Parcel "A", a distance of 2.10 feet to an angle point therein;
- Course 9 Thence South 34°-14'-59" East, continuing along said Northeasterly line of Parcel "A", a distance of 123.13 feet to the Southeasterly corner thereof and the aforesaid Northwesterly right of way line of St. Clair Avenue N.E.;
- Course 10 Thence South 55°-47'-14" West, along said Northwesterly right of way line of St. Clair Avenue N.E., a distance of 804.72 feet to the principal place of beginning and containing 9.4132 Acres (410,039 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in November of 2010.

Be the same more or less, but subject to all legal highways and easements of record

Now known as Parcel "D" in the Plat recorded in Volume 365 of Maps, Page 02.

Parcel 3:

Legal Description

File No. 13258C-LD020

- Course 1 Thence North 34°-07'-19" West, a distance of 49.50 feet to the Northwesterly right of way line of said Lakeside Avenue N.E.;
- Course 2 Thence North 55°-52'-41" East, along said Northwesterly right of way line of Lakeside Avenue N.E., a distance of 489.70 feet;

- Course 3 Thence South 34°-07'-19" East, a distance of 99.00 feet to the Southeasterly right of way line of said Lakeside Avenue N.E.;
- Course 4 Thence South 55°-52'-41" West, along said Southeasterly right of way line of Lakeside Avenue N.E., a distance of 88.99 feet;
- Course 5 Thence North 34°-07'-19" West, a distance of 17.00 feet;
- Course 6 Thence South 55°-52'-41" West, parallel with said Southeasterly right of way line of Lakeside Avenue N.E., a distance of 267.00 feet;
- Course 7 Thence South 34°-07'-19" East, a distance of 17.00 feet to said Southeasterly right of way line of Lakeside Avenue N.E.;
- Course 8 Thence South 55°-52'-41" West, along said Southeasterly right of way line of Lakeside Avenue N.E., a distance of 133.71 feet;
- Course 9 Thence North 34°-07'-19" West, a distance of 49.50 feet to the principal place of beginning and containing 43,941 Square Feet of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in November of 2010.

Be the same more or less, but subject to all legal highways and easements of record.

A plat of the vacated areas described in the above parcel shall be filed in the Cuyahoga County Map Records pursuant to the ordinance vacating the portions of the street described above.

Parcel 4:

Legal Description
 Parcel "FV" (Full Vacation Parcel)
 December 10, 2010
 File No. 13258C-LD023

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being part of Lakeside Avenue N.E. (99 feet wide) and is further bounded and described as follows:

Beginning at a stone monument found at the intersection of the center line of Lakeside Avenue N.E. (99 feet wide) with the center line of Ontario Street (99 feet wide). Thence North 55°-52'-41" East, along said center line of Lakeside Avenue N.E., a distance of 49.50 feet. Thence South 34°-03'-06" East, a distance of 49.50 feet to the intersection of the Southeasterly right of way line of said Lakeside Avenue N.E. with the Northeasterly right of way line of said Ontario Street. Thence North 55°-52'-41" East, along said Southeasterly right of way line

of Lakeside Avenue N.E., a distance of 406.97 feet to the principal place of beginning of the land herein described;

- Course 1 Thence North $34^{\circ}-07'-19''$ West, a distance of 17.00 feet;
- Course 2 Thence North $55^{\circ}-52'-41''$ East, parallel with said Southeasterly right of way line of Lakeside Avenue N.E., a distance of 267.00 feet;
- Course 3 Thence South $34^{\circ}-07'-19''$ East, a distance of 17.00 feet to said Southeasterly right of way line of Lakeside Avenue N.E.;
- Course 4 Thence South $55^{\circ}-52'-41''$ West, along said Southeasterly right of way line of Lakeside Avenue N.E., a distance of 267.00 feet to the principal place of beginning and containing 0.1042 Acres (4,539 Square Feet) of land according to a survey made by Thomas J. Neff, Jr. Registered Surveyor No. 7065-Ohio in November of 2010.

Be the same more or less, but subject to all legal highways and easements of record.

A plat of the vacated areas described in the above parcel shall be filed in the Cuyahoga County Map Records pursuant to the ordinance vacating the portions of the street described above.

EXHIBIT B

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made by and between MMPI CLEVELAND DEVELOPMENT LLC, a Delaware limited liability company ("Landlord"), and THE COUNTY OF CUYAHOGA, OHIO, a political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio ("Subtenant"), pursuant to Ohio Revised Code §5301.251. Landlord and Subtenant represent as follows:

1. The name and address of Landlord is MMPI Cleveland Development LLC, a Delaware limited liability company, with its principal place of business at c/o Merchandise Mart Properties, Inc., 222 Merchandise Mart Plaza, Suite 470, Chicago, IL 60654.
2. The name and address of Subtenant is The County Of Cuyahoga, Ohio, with its principal place of business at Cuyahoga County Prosecutor's Office, Civil Division, 1200 Ontario Street, 8th Floor, Cleveland, OH 44113.
3. Landlord and Subtenant entered into a certain Lease Agreement, dated as of December 1, 2010 ("Lease"), whereby Landlord subleased to Subtenant approximately _____ square feet of real property in Cleveland, Ohio, and the buildings and improvements located thereon, as more particularly described on Exhibit 1 attached hereto (the "Leased Premises").
4. Landlord has a leasehold interest in the Leased Premises by virtue of a Ground Lease, a Memorandum of which is recorded as AFN _____ of the Cuyahoga County Records.
5. The initial term of the Lease commences on January 1, 2010 and expires on September 30, 2027.

-Remainder of Page Intentionally Left Blank-

IN WITNESS WHEREOF, the parties have executed and delivered this Memorandum of Lease as of the ____ day of _____, 2010.

SUBTENANT:

THE COUNTY OF CUYAHOGA, OHIO, a political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this ____ day of _____, 2010, before me a Notary Public in and for said County and State, personally appeared _____, _____ of the County of Cuyahoga, Ohio, who acknowledged the execution of the foregoing instrument as the authorized officer of the County on behalf of the County, and that the same is his voluntary act and deed as the officer on behalf of the County and the voluntary act and deed of said County.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[SEAL]

Notary Public

[Signatures continue on next page]

EXHIBIT 1 TO MEMORANDUM OF LEASE
LEGAL DESCRIPTION