

GROUND LEASE

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

GROUND LEASE

THIS GROUND LEASE (this "Ground Lease") is entered into as of the 1st day of December, 2010, but effective as of the 1st day of January, 2011 ("Commencement Date"), by and between THE COUNTY OF CUYAHOGA, OHIO, a political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio ("Landlord"), and MMPI CLEVELAND DEVELOPMENT LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, pursuant that certain Construction Administration Agreement, dated as of January 7, 2010 (the "CAA"), as amended, by and between Landlord and Tenant, Tenant is to construct, furnish and equip, pursuant to construction drawings and specifications approved by Landlord, 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 Ground Lease and dated as of the date hereof, between Landlord and Tenant, Landlord and Tenant 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 Ground Lease and dated as of the date hereof (the "Project Funding Agreement"), between Landlord and Tenant, Landlord shall provide to Tenant funds for planning, designing, financing and constructing the Facility;

WHEREAS, Landlord and Tenant are entering into this Ground Lease to evidence, among other things, that Landlord is leasing to Tenant, and Tenant is leasing from Landlord, 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, pursuant to that certain Lease Agreement, entered into contemporaneously with this Ground Lease and dated as of the date hereof (the "Lease"), between Tenant, as lessor, and Landlord, as lessee, Landlord shall lease from Tenant the Leased Premises and the Facility, during the same term as the Lease Term hereunder;

WHEREAS, pursuant to that certain Sublease and Operating Agreement, entered into contemporaneously with this Ground Lease and dated as of the date hereof (the "Operating Agreement"), by and between Landlord and Cleveland MMCC LLC ("Operator"), Landlord 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 leases to Tenant, and Tenant hereby rents from Landlord, the Leased Premises.

1.2 Permitted Uses. Tenant shall hold the Leased Premises solely for the purpose of developing, constructing and operating the buildings and other improvements comprising the Facility in accordance with the terms and conditions hereof and the CAA and for the purpose of leasing the Leased Premises and the Facility to the County pursuant to the Lease.

1.3 Quiet Enjoyment. Subject to the terms, covenants and conditions of this Ground Lease and the Permitted Encumbrances (as defined in Section 6.2 hereof), Landlord covenants that Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the entire Lease Term (as defined in Section 2.1).

1.4 No Merger. There shall be no merger of the leasehold or other estate or interest created by this Ground 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 Ground 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 Right of Entry. Landlord and its agents shall have the right, upon prior notice and during reasonable times, to enter the Leased Premises to examine them and, upon notice of termination of the Lease Term by either party, to show the Leased Premises to prospective purchasers or future tenants.

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

ARTICLE 2

TERM

2.1 Term. The term of this Ground 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 Ground Lease.

ARTICLE 3

RENT; TAXES; UTILITIES

3.1 Rent; Absolute Net Lease.

3.1.1 The annual base rent to be paid by Tenant to Landlord during the Lease Term shall be One Dollar (\$1.00), which base rent shall be payable, without demand, deduction or set-off, in annual installments each year beginning on the Commencement Date and on the anniversary of such date each year thereafter during the Lease Term. All rent payments, and all other payments due to Landlord under this Ground Lease shall be made to Landlord at Landlord's address set forth in Section 10.10 hereof or at such other address as Landlord may designate.

3.1.2 This Ground Lease shall be deemed and construed to be an "absolute net" lease, and Landlord shall receive all installments of rent and all other payments hereunder to be made by Tenant to Landlord free from any charges, fees, impositions, expenses or deductions of any kind or nature whatsoever, and free of all obligation on the part of Landlord to repair or maintain the Leased Premises, except as may otherwise be specifically provided herein.

3.2 Taxes and Assessments. Landlord 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. Tenant shall cooperate in good faith with Landlord to minimize such taxes and assessments.

3.3 Utilities. Tenant 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 during the Lease Term.

ARTICLE 4

TERMINATION OF GROUND LEASE

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

4.2 Surrender of Leased Premises. At the expiration of the Lease Term, or upon any earlier termination of this Ground Lease for any reason, Tenant shall surrender the Leased Premises, together with all buildings and improvements then located thereon, and personal property and furniture, fixtures and equipment then located therein, in good condition and repair, reasonable wear and tear, taking by eminent domain and insured casualty excepted.

4.3 Conveyance of All Interests in the Leased Premises to Landlord. At the expiration of the Lease Term, or upon any earlier termination of this Ground Lease for any reason (including default under Article 9 hereof), all right and interest of Tenant in the Leased Premises, together with all buildings and improvements then located thereon, and personal property and furniture, fixtures and equipment then located therein, shall, without further act of Tenant, automatically be deemed conveyed, transferred and assigned to Landlord. Upon request by Landlord, Tenant shall promptly deliver any confirmatory instruments or documents as are reasonably requested by Landlord to confirm such conveyance, transfer and assignment to Landlord free and clear of all liens whatsoever, except for Permitted Encumbrances (defined in Section 6.2 hereof) and any liens and encumbrances caused by Landlord. In such instance, all obligations of Landlord and Tenant in respect of the Project Funding (as such term is defined in the Operating Agreement) shall be deemed discharged.

ARTICLE 5

CONSTRUCTION; MAINTENANCE AND REPAIR; COMPLIANCE WITH LAWS

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

5.2 Maintenance and Repairs. Tenant shall keep and maintain the Leased Premises in good working order and condition.

5.3 Fixtures and Alterations. Tenant, at its sole cost and expense, shall install or cause to be installed any trade fixtures or other improvements or alterations that are reasonably necessary for the operation of Tenant's business. Upon the expiration or earlier termination of this Ground Lease, all permanent improvements or alterations by Tenant shall remain as part of the Leased Premises and shall be the property of Landlord.

5.4 Compliance with Law. Tenant shall comply, at its own cost and expense, with all present and future laws, ordinances, codes, orders, rules, regulations and requirements of all federal, state and local governments, courts departments, commissions, boards and officers relating to Tenant's business operations at the Leased Premises.

ARTICLE 6

SUBLETTING AND ASSIGNMENT

6.1 No Encumbrances. Tenant shall not grant any mortgage or other encumbrance or lien upon the Leased Premises or any part thereof, whether by express agreement or operation of

law. Tenant will ensure that the terms of this Section 6.1 are disclosed to any lender of Tenant. With respect to any liens that may be filed against the Leased Premises or the Facility by contractors or subcontractors in respect of the construction of the Facility, Tenant shall take action to cause the prompt removal thereof in accordance with the terms of the CAA. With respect to any liens that may be filed by third parties following completion of the Facility, Tenant shall cause, or cooperate with Operator to cause, the removal thereof or the insuring or bonding over in respect thereof as provided in the Operating Agreement.

6.2 Permitted Encumbrances. As used in this Ground 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 Lease, the Operating Agreement, the CAA, the Project Funding Agreement, and mortgages and other security instruments in favor of Landlord 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 Tenant, as permitted by the terms of the this Ground Lease, the Lease, the Operating Agreement and the CAA.

6.3 No Assignment. Tenant shall not sell, transfer, assign or otherwise dispose of its interest in the Leased Premises without the written consent of Landlord, 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 Landlord. "Permitted Transfer" 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 (ii) who, immediately prior to such transfer, controls, together with its affiliates, real estate equity assets of at least \$200 Million.

ARTICLE 7

INDEMNIFICATION

7.1 Tenant's Indemnification of Landlord. In addition to all other rights and remedies under this Ground Lease, Tenant shall indemnify, defend and hold harmless Landlord, its representatives, elected officials, appointed officials, board members, officers, directors, employees and agents ("Landlord Indemnified Persons") from and against any and all losses, liability, damages, actions, claims, penalties, suits, judgments, costs and expenses, including reasonable attorneys' fees and expenses (at both trial and appellate levels, whether in actions

between the parties or actions brought by third parties), in contract or in tort ("Losses"), arising, directly or indirectly, from, out of or in connection with: (a) any material breach of any representation or any warranty made by Tenant in this Ground Lease or in any other certificate or document delivered by Tenant to Landlord pursuant to this Ground Lease; (b) the negligence of Tenant or its Affiliates; and (c) any breach by Tenant of any covenant or obligation of Tenant in this Ground Lease. Notwithstanding the provisions of this Section 7.1, Tenant shall not be liable for any Losses arising from or to the extent incurred in connection with any injury to or death of a person or any damage to property (including loss of use) to the extent caused by the negligence or willful misconduct of any Landlord Indemnified Person.

7.2 Defense of Indemnified Claims.

7.2.1 Notice of Claims. Any Landlord Indemnified Person entitled to indemnification under this Article 7 shall, promptly after the receipt of notice of any action against such Landlord Indemnified Person by a third party in respect of which indemnification may be sought pursuant to this Article 7, notify Tenant of such action; provided that a delay in giving such notice shall not affect the liability of Tenant under this Ground Lease except to the extent the failure materially and adversely affects the ability of Tenant to defend the action.

7.2.2 Assumption of Defense by Tenant. If any such action shall be made or brought against the Landlord Indemnified Person, then Tenant shall assume the defense thereof unless the Landlord Indemnified Person determines, in its reasonable judgment, that there is a conflict between the interest of Tenant and that of Landlord with respect to the action, in which case the Landlord Indemnified Person shall be represented by counsel of its selection and the cost thereof shall be paid for by Tenant. If Tenant assumes the defense of the Landlord Indemnified Person, then such defense shall be with counsel of Tenant's selection reasonably acceptable to the Landlord Indemnified Person, provided that Tenant provides written notice to the Landlord Indemnified Person that Tenant will undertake such defense and will indemnify the Landlord Indemnified Person with respect to such action. In such circumstances, the Landlord Indemnified Person shall (a) cooperate with Tenant and provide Tenant with such information and assistance as Tenant shall reasonably request in connection with such action, and (b) have the right, at the Landlord Indemnified Person's own expense, to participate and be represented by counsel of its own choice with respect to such action. If Tenant assumes the defense of any action, then Tenant shall control the settlement of such action; provided, however, that Tenant shall not conclude any settlement or consent to the entry of any judgment that does not include an unconditional release of the Landlord Indemnified Person from all liability in connection with the claim or action without the prior written consent of the Landlord Indemnified Person.

7.3 Survival. The indemnification undertakings of this Article 7 shall survive the expiration or earlier termination of this Ground Lease to the extent they relate to matters arising or occurring prior to such expiration or termination.

ARTICLE 8

CASUALTY; CONDEMNATION

8.1 Casualty.

8.1.1 Tenant shall be responsible for insuring all buildings and improvements in such amounts and with such coverages as Tenant deems necessary, which insurance Landlord 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, Tenant 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. Tenant shall repair, rebuild or replace the buildings and improvements on the Leased Premises as set forth herein.

8.1.2 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 Tenant and reasonably acceptable to Landlord) is greater than one (1) year from the date of casualty, then either Landlord or Tenant shall have the right to terminate this Ground 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 Tenant 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 8.1, Landlord shall have the right to require Tenant, at Tenant'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 Ground Lease pursuant to this Section 8.1 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 Tenant has timely elected to repair or rebuild the Leased Premises (or is required to do so under this Ground 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 Landlord may terminate this Lease by notice to Tenant given within thirty (30) days after expiration of said six (6) month period or at any time thereafter when Tenant shall have abandoned its prosecution of such repair and rebuilding.

8.1.3 If this Lease is terminated pursuant to this Section 8.1, 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 8.1.2, shall belong to and shall be payable to Landlord, and Tenant shall assign to Landlord 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 that funds in the Capital Reserve Fund are insufficient to pay the deductible, then Tenant shall pay the deductible. If Tenant fails to maintain the required property insurance, then Tenant shall pay Landlord an amount equal to the amount of insurance proceeds that would have been payable with respect to the damage or destruction had Tenant maintained the property insurance on the Leased Premises required by this Ground Lease.

8.2 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 Tenant 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 Ground 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, Tenant shall continue to use the portion not so taken and there shall be no adjustment in rent. Landlord 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. Tenant shall have no claim against any such award and waives any right to seek or recover any such proceeds.

ARTICLE 9

DEFAULTS

9.1 Events of Default. Tenant shall be in default hereunder if any one or more of the following events (hereinafter referred to individually as an "Event of Default") shall occur: (a) Tenant shall fail to pay any annual installment of rent or any other amounts or charges payable by Tenant under this Ground Lease, which failure is not cured within fifteen (15) days following Tenant's receipt of written notice thereof from Landlord; (b) Tenant shall neglect or fail to perform or observe any of the other terms, covenants or conditions contained in this Ground Lease, which neglect or failure continues for thirty (30) days following Tenant'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) day period, there shall exist no Event of Default provided that Tenant promptly advises Landlord of its intention duly to institute all steps necessary to cure such neglect or failure and Tenant promptly commences cure of such neglect or failure and diligently pursues such cure to completion; (c) Tenant shall become bankrupt or insolvent or make a general assignment for the benefit of creditors, (d) Tenant's leasehold estate shall be taken upon an execution, attachment or other process of law, or (e) a receiver or trustee shall be appointed to take charge of all or any substantial part of Tenant's property.

9.2 Termination Upon Default.

9.2.1 Upon the occurrence of an Event of Default, or at any time thereafter while an Event of Default continues, Landlord shall have the right, at its sole option, to terminate this Ground Lease upon a specified date not less than ten (10) days after the date of the notice of termination, and this Ground Lease shall then automatically expire on the date so specified. If this Ground Lease is terminated in the manner provided above or by legal proceedings or otherwise, or if the Leased Premises shall be abandoned or be vacated during the Lease Term, Landlord or its duly authorized agents shall have the right, immediately or at any time thereafter, and without the necessity of giving any further notice to Tenant, to reenter and to resume possession of the Leased Premises and to relet the Leased Premises, without being deemed guilty of trespass or any other violation of law and without prejudice to any remedies Landlord may have for unpaid rent or for damages for breach of this Ground Lease. The foregoing is in addition to any other right or remedies Landlord may have at law or in equity.

9.2.2 If Tenant fails to so leave or vacate the Leased Premises after the expiration of the ten (10)-day notice of termination set forth in Section 9.2.1 hereof, then Landlord shall have the right to exercise all self-help remedies, including, without limitation, the right to change the locks on the Leased Premises, barricade the entrances to the Leased Premises and otherwise prevent and deny Tenant access to the Leased Premises, any of which remedies may be exercised without resort to judicial process. Tenant waives any right to receive prior notice of the exercise of such self-help remedies as Tenant acknowledges that the surrender of the Leased Premises upon the expiration or termination of the Lease is of critical importance to Landlord. TO THE EXTENT NOT PROHIBITED BY LAW, TENANT IRREVOCABLY WAIVES ANY RIGHTS TO RECEIVE NOTICE TO LEAVE THE LEASED PREMISES AS MAY BE REQUIRED BY OHIO REVISED CODE SECTION 1923.04, AND FURTHER WAIVES ANY AND ALL REQUIREMENTS OF JUDICIAL PROCESS RELATING TO EVICTION.

9.3 Termination of the CAA and Project Funding Agreement. In the event there is an Event of Default by Tenant under this Ground Lease and Landlord terminates this Ground Lease, then Landlord shall also be permitted to terminate the CAA and the Project Funding Agreement even if there is no then-current default under the CAA or the Project Funding Agreement. If there is a default by Tenant under the CAA or the Project Funding Agreement and Landlord terminates the CAA or the Project Funding Agreement, then Landlord shall also be permitted to terminate this Ground Lease, even if there is no then-current default under this Ground Lease.

9.4 Loss of and Damage to Property of Tenant and Others. Landlord shall not be liable for the loss of or any damage to any property of Tenant or of others located or stored in, upon or about the Leased Premises, whether by theft, vandalism, malicious mischief, unlawful entry or any other cause or reason. Landlord shall not be liable for any loss or damage caused to Tenant's property by other persons in the Leased Premises, occupants of adjacent property, easement holders, or the public, or caused by operations in the construction of any private, public or quasi-public work or any other cause.

ARTICLE 10

MISCELLANEOUS

10.1 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 Ground 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.

10.2 Governing Law. This Ground 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.

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

10.4 Consent in Writing. Unless otherwise specifically provided herein, no consent or approval by the a party permitted or required under the terms of this Ground 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.

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

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

10.7 Agreement Binding on the Parties. Subject to the terms of Article 6 hereof, the terms of this Ground 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 Ground 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 10.7 is not a limitation on Section 10.8 hereof.

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

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

10.10 Notices. Any notice or communication between the parties required or permitted to be given under this Ground 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 Landlord:

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 Tenant:

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

10.11 Severability. If any section, provision in this Ground 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.

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

10.13 Costs. The costs and expenses of Tenant (including Tenant's fees and expenses of legal counsel, accountants and other advisors) in connection with negotiating this Ground Lease shall be deemed to be Project Costs under the CAA and shall be paid from Available Funds (as defined in the CAA).

10.14 Discrimination Prohibited. Tenant shall not discriminate against any person or group of persons based upon race, creed, sex, religion, color, age, national origin or ancestry in the development, construction, sale, lease or other transfer, use or occupancy of the Leased Premises.

10.15 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 Ground Lease and the transactions contemplated hereby.

10.16 Counterparts. This Ground 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.

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

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

10.19 Language. The language used in this Ground 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 Ground 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 Ground 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 Ground Lease.

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

ARTICLE 11

ATTORNMEN; ESTOPPEL CERTIFICATES


11.1 Attornment and Non-Disturbance. 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.

11.2 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 Ground 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 Ground Lease as of the date first set forth above.

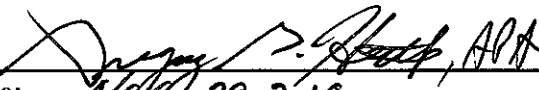
THE COUNTY OF CUYAHOGA, OHIO

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.

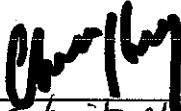
By: 
Date: Nov 29, 2010

IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Ground 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]


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. Kemp, 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.

R F Clark



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 GROUND LEASE 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" (Mall 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°-07'-19" West, a distance of 17.00 feet;
- Course 2 Thence North 55°-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°-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°-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 GROUND LEASE

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

1. The name and address of Landlord 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.

2. The name and address of Tenant 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.

3. Landlord and Tenant entered into a certain Ground Lease, dated as of December 1, 2010 ("Ground Lease"), whereby Landlord leased to Tenant 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 fee simple interest in the land by virtue of the deed recorded as AFN _____ of the Cuyahoga County Records.

5. The initial term of the Ground Lease commences on January 1, 2010 and expires on September 30, 2027.

6. Pursuant to Section 6.1 of the Ground Lease, Tenant shall not grant any mortgage or other encumbrance or lien upon the Leased Premises or any part thereof.

IN WITNESS WHEREOF, the parties have executed and delivered this

Memorandum of Lease as of the ____ day of _____, 2010.

LANDLORD:

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]

[Signatures continued from previous page]

TENANT:

MMPI Cleveland Development LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____, 2010, before me a Notary Public in and for said
County and State, personally appeared _____ being the _____ of
MMPI Cleveland Development LLC, a Delaware corporation, 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.

[SEAL]

This Instrument Prepared by:

Patrick J. Sweeney
Thompson Hine LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114

EXHIBIT 1 TO MEMORANDUM OF GROUND LEASE
LEGAL DESCRIPTION