

## ASSIGNMENT AND ASSUMPTION OF LEASES

This ASSIGNMENT AND ASSUMPTION OF LEASES (“Assignment”) is made and entered into as of the 21st day of December, 2015 between Lakewood Hospital Association, an Ohio nonprofit corporation (“Assignor”) and the City of Lakewood, Ohio, a municipal corporation and political subdivision in and of the State of Ohio (“Assignee”).

### RECITALS

This Assignment is made with reference to the following facts:

A. Assignor and Assignee, together with The Cleveland Clinic Foundation, are parties to that certain Master Agreement dated as of December 21, 2015 (the “Master Agreement”).

B. Assignor, as tenant, and Assignee, as landlord, are also parties to that certain Amended and Restated Lease dated as of December 23, 1996 (the “1996 Lease”). Concurrently with this Assignment, and pursuant to the Master Agreement, Assignor and Assignee are entering into an amendment to the 1996 Lease (the “Lease Amendment”) under which certain real property and related improvements, fixtures and personal property (the “Property”), including the real property described by address and permanent parcel number on Exhibit A, are being removed from the 1996 Lease.

C. In connection with the Master Agreement and the Lease Amendment, Assignor desires to assign and delegate to Assignee, and Assignee desires to assume, all of Assignor’s right, title, interest, duties and obligations in, to and under the various tenant leases more specifically set out on Exhibit B attached hereto (the “Leases”) which currently encumber the Property.

NOW, THEREFORE, in consideration of the Agreement and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption of Leases. Assignor hereby assigns and delegates to Assignee, and Assignee hereby assumes, all of Assignor’s right, title, interest, duties and obligations as landlord or sublandlord in, to and under the Leases, but only to the extent that such rights, duties and obligations first arose or accrued on or after the date hereof or to the extent that Assignee has been given a credit therefor.

2. Proration of Rents and Utilities. All rents collected as of the date hereof shall be prorated as of the date hereof. Uncollected rents shall not be prorated. Any rents received by Assignor after the date hereof with respect to time periods from and after the date hereof shall be delivered to Assignee. Assignor may pursue collection as to any rents not yet collected for periods prior to the date hereof, provided that Assignor shall have no right to terminate any Lease or any tenant's occupancy under any Lease in connection therewith. Any utility charges

shall be prorated by the parties as of the date hereof in the ordinary course upon receipt of the applicable invoices therefore.

3. No Representations. This Assignment is made without warranty or representation, express or implied, by, or recourse against, any Assignor of any kind or nature whatsoever except as expressly provided in the Master Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the laws of the State of Ohio.

6. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

7. Amendments. This Assignment shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date written above.

**ASSIGNOR:**

LAKEWOOD HOSPITAL ASSOCIATION, an Ohio nonprofit corporation

By: Thomas J. Gable  
Name: THOMAS J. GABLE  
Title: CHAIRMAN, BOARD OF TRUSTEES

**ASSIGNEE:**

CITY OF LAKEWOOD, OHIO, a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the date written above.

**ASSIGNOR:**

LAKWOOD HOSPITAL ASSOCIATION, an Ohio nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

CITY OF LAKEWOOD, OHIO, a municipal corporation

By: Michael P. Summers  
Name: Michael P. Summers  
Title: Mayor

THE LEGAL FORM AND  
CORRECTNESS OF THE WITHIN  
DOCUMENT IS HEREBY APPROVED.  
Kevin [Signature]  
DIRECTOR OF LAW  
CITY OF LAKEWOOD

## **EXHIBIT A**

### **Description of the Property**

1458 Belle Avenue, Lakewood, Ohio 44107 (PPN: 314-04-045)

1461 St. Charles Avenue, Lakewood, Ohio 44107 (PPN: 314-04-031)

1462 Belle Avenue, Lakewood, Ohio 44107 (PPN: 314-04-044)

1466 Belle Avenue, Lakewood, Ohio 44107 (PPN: 314-04-043)

1471 St. Charles Avenue, Lakewood, Ohio 44107 (PPN: 314-04-033)

1476 Belle Avenue, Lakewood, Ohio 44107 (PPN: 314-04-041)

1451 St. Charles Avenue, Lakewood, Ohio 44107 (PPN: 314-04-029)

Community Health Center, 1450 Belle Avenue, Lakewood, Ohio 44107 (PPNs: 314-04-026, 314-04-027, 314-04-049, 314-04-048, 314-04-047, part of 314-04-025 and part of 314-04-050)

## **EXHIBIT B**

### **Description of the Leases**

Lease Agreement by and between Lakewood Hospital, as Lessor, and Tina Will and Sam Perry, jointly and severally, as Lessee, dated November 20, 2010.

Lease Agreement by and between Lakewood Hospital, as Lessor, and Sue Lamb, as Lessee, dated May 5, 1987, as amended by Letter dated March 22, 2002; Letter dated March 19, 2003; Letter dated March 8, 2004; Letter dated March 22, 2005; Letter dated March 27, 2006; Letter dated March 13, 2007; Letter dated March 21, 2008; and Letter dated March 10, 2009.

Lease Agreement by and between Lakewood Hospital, as Lessor, and Curtis S. Hill, as Lessee, dated August 1, 2010.

Lease Agreement by and between Lakewood Hospital, as Lessor, and Nora Swift and Mwale Kakusa, jointly and severally, as Lessee, dated November 16, 2012.

Lease Agreement by and between Lakewood Hospital, as Lessor, and Paul Bishop and Sue Bishop, jointly and severally, as Lessee, dated May 1, 2003; as amended by First Amendment to Lease Agreement dated May 1, 2005; Letter dated March 27, 2006; Letter dated March 13, 2007; Letter dated March 21, 2008; and Letter dated March 10, 2009.

Lease Agreement by and between Lakewood Hospital, as Lessor, and Katherine Hopkins-Hyche and Joseph K. Hyche, Jr., jointly and severally, as Lessee, dated October 15, 2011.

Lease Agreement by and between Lakewood Hospital Association, as Lessor, and Lakewood Child Care Center, as Lessee, dated August 22, 2011.

Lease Agreement by and between Lakewood Hospital Association, as Lessor, and The Cleveland Clinic Foundation (OBGYN), as Lessee, dated April 19, 2011; as amended by First Amendment to Lease Agreement dated September 1, 2015; and Second Amendment to Lease dated February 1, 2014.

Lease Agreement by and between Lakewood Hospital Association, as Lessor, and The Cleveland Clinic Foundation, as Lessee, dated December 15, 2015.