

**MASTER AGREEMENT
AMONG
CITY OF LAKEWOOD, LAKEWOOD HOSPITAL ASSOCIATION, AND THE
CLEVELAND CLINIC FOUNDATION REGARDING THE FUTURE OF HEALTH
CARE SERVICES IN THE LAKEWOOD COMMUNITY**

This MASTER AGREEMENT (“**Master Agreement**”) is made as of this 21st day of December, 2015 (the “**Effective Date**”), by and among the City of Lakewood, Ohio, a municipal corporation and political subdivision in and of the State of Ohio (the “**City**”); Lakewood Hospital Association, an Ohio nonprofit corporation (“**LHA**”); and The Cleveland Clinic Foundation, an Ohio nonprofit corporation (the “**Clinic**”) (the foregoing are sometimes referred to herein individually as a “**party**” and collectively as the “**parties**”).

RECITALS

WHEREAS, the City and LHA are parties to a lease agreement dated as of December 23, 1996 (the “**Original Lease**”; the Original Lease, together with any amendments thereto, is referred to herein as the “**1996 Lease**”) under which the City leases to LHA certain real property and personal property, including such real and personal property associated with that certain facility commonly known as Lakewood Hospital (the “**Hospital**”);

WHEREAS, LHA operates the Hospital as a community hospital located in the City of Lakewood, Ohio that provides hospital and health care services to residents of the City of Lakewood and its surrounding communities;

WHEREAS, the Clinic operates a multi-specialty academic medical center that integrates clinical and hospital care with research and education, and the Clinic’s health system is comprised of community hospitals, affiliate hospitals, and family health centers with a northeast Ohio, national and international presence;

WHEREAS, the Clinic and LHA have entered into a Definitive Agreement executed on December 19, 1996 (the “**1996 Definitive Agreement**”) that is related to the operation of the Hospital and that terminates upon the expiration or termination of the 1996 Lease;

WHEREAS, each of LHA and the Clinic is exempt from federal income tax under Section 501(a) by reason of being described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the City, LHA and the Clinic understand that, at both the national and local levels, health care is in the midst of an unprecedented transformation from an inpatient hospital-based model, designed to care for the sick, to a population-based model of comprehensive healthcare delivered primarily in outpatient and home settings designed to improve the health of an entire community by helping people live healthier lives and treating their health conditions early to prevent chronic diseases;

WHEREAS, the City, LHA and the Clinic share a vision that, by embracing the transformation in health care and making pioneering investments in comprehensive ambulatory (outpatient)-based health care services, wellness activities and outreach services rooted in population health management principles and supported by a comprehensive health system, Lakewood can become the healthiest city in America; and

WHEREAS, in furtherance of the foregoing, the City, LHA and the Clinic have agreed to cooperatively take such steps as are necessary to embrace the transformation in health care and undertake the transition of certain services at the Hospital to a family health center to be constructed (the “**Transition**”) and certain other actions, each as set forth in this Master Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto, intending to be legally bound, and in consideration of the premises and the mutual covenants, representations and warranties set forth in this Master Agreement, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, do hereby agree as follows:

ARTICLE I

Master Agreement and Ancillary Agreement Overview

This Master Agreement sets forth the definitive agreement of the parties and the framework for the Transition and related transactions. This Master Agreement also cross references the following agreements: Termination of 1996 Definitive Agreement (as defined in Section 3.4), the FHC Site Sale Agreement (as defined in Section 5.1), the 850 Columbia Road Sale Agreement (as defined in Section 5.4), the 1996 Lease, the Parking Lot Lease (as defined in Section 2.2(b)), and any agreements executed in connection with the sale of the real property described in Section 5.6 (collectively, the “**Ancillary Agreements**”), which set forth detailed terms for transactions related to and necessary to accomplish the Transition. Subject to the terms and conditions of this Master Agreement, the terms set forth herein are effective as of the Effective Date.

ARTICLE II

Cleveland Clinic Family Health Center at Lakewood

2.1 Construction of Family Health Center at Lakewood.

(a) The Clinic will construct a new comprehensive Cleveland Clinic Family Health Center (the “**FHC**”) of approximately 62,100 gross square feet on approximately 1.7 acres of land owned by the City located at the southwest corner of Belle Avenue and Detroit Avenue in Lakewood as more particularly described in the FHC Site Sale Agreement (as defined in Section 5.1) (the “**FHC Site**”). Pursuant to the FHC Site Sale Agreement, the City will convey the FHC Site to the Clinic for the FHC. The Clinic’s capital commitment for the design,

construction and equipping of the FHC (including on-site parking) will be approximately \$34,000,000. As of the Effective Date, the parties contemplate a construction schedule that would allow the FHC to open by June 2018.

(b) The Clinic contemplates that the FHC will embrace architecturally noteworthy design, consistent with the innovative and comprehensive design aesthetic adopted by the Clinic beginning in 2008. The FHC's planned architectural style and building layout are intended to create a calming environment for patients and their families and to be sensitive to patient, family, and staff needs. The structure is intended to serve as a primary component of a vibrant new Lakewood business district.

2.2 Parking. On-site, adjacent and proximate parking is critical to the success of the FHC. The Clinic contemplates the FHC will need the support of 325 parking spaces, which spaces will be obtained as set forth below.

(a) The Clinic contemplates constructing a parking structure on the FHC Site that will accommodate approximately 120 parking spots. The parties agree that the Wind-Down Costs (as defined in Section 3.3(b)) shall include \$2.5 million to fund the construction of such structure and the work contemplated by the Parking Lot Lease.

(b) The Clinic shall have the option, on or before the FHC Commencement Date, to enter into a lease (the "**Parking Lot Lease**") with the City for a period commencing on the termination of the 1996 Lease for use of the existing Emergency Department lot on the east side of Belle Avenue, as shown on Exhibit A, which may be, at the Clinic's option, expanded to include the property highlighted in green on Exhibit A, (the "**ER Parking Lot**") at fair market rental rates and the other material terms and conditions set forth on Exhibit B. The Clinic will have the right, at its expense, to restripe and reconfigure the ER Parking Lot. It is anticipated that the ER Parking Lot will accommodate approximately 75 parking spaces. During the hours that the FHC is not operating (other than providing emergency services), the Clinic agrees to make the ER Parking Lot available for public parking.

(c) In the event that the Current Hospital Site (as defined in Section 3.3(c)) includes additional parking spaces made available for parking for the FHC (i) at fair market rental rates and (ii) that is reasonably deemed by the Clinic to be an appropriate replacement for the ER Parking Lot spaces, the spaces leased to the Clinic under the Parking Lot Lease will be proportionately reduced and the City and the Clinic will appropriately modify and/or terminate the Parking Lot Lease.

(d) In the event that the City makes additional parking spaces available adjacent to the FHC (i) at fair market rental rates and (ii) that is reasonably deemed by the Clinic to be an appropriate replacement for the ER Parking Lot spaces, the spaces leased to the Clinic under the Parking Lot Lease, and depicted in green on Exhibit A, may be proportionately reduced by up to 25 spaces and the City and the Clinic will appropriately modify the Parking Lot Lease. For the purpose of this Sections 2.2(d), "**adjacent**" shall mean property located south of Detroit Avenue and within one block of the FHC (with one block being measured by the distance between Belle and Marlowe along Detroit Avenue).

(e) In the event that the Clinic acquires or leases additional property contiguous to the FHC Site to be used to make additional parking spaces available to the FHC that is reasonably deemed by the Clinic to be an appropriate replacement for the ER Parking Lot spaces, the spaces leased to the Clinic under the Parking Lot Lease, and depicted in green on Exhibit A, may be proportionately reduced by up to 25 spaces and the City and the Clinic will appropriately modify the Parking Lot Lease.

(f) The Clinic contemplates continuing to lease parking spaces in the North Garage or will make alternative arrangement to accommodate a portion of the parking needs of the FHC.

2.3 Post-Construction Obligation of the Clinic to Operate FHC. The Clinic will open the FHC as soon as reasonably practicable in the judgment of the Clinic taking into account patient safety, legal requirements, prudent planning, construction considerations and other facts and circumstances. Upon opening, the Clinic will staff, own, operate, and manage the FHC. While the Clinic owns and operates the FHC, the Clinic will expend the capital required to maintain the safety and appearance of the FHC in a manner consistent with the Clinic's other family health centers. The Clinic contemplates that the services available at the FHC upon the commencement of FHC operations will initially consist of the services described on Exhibit C. As determined by ongoing evaluation of community need and utilization, the FHC may offer extended hours and weekend availability for certain services. Due to the uncertainty regarding and the potentially rapidly changing nature of the approach to delivering health care services, the parties acknowledge that it will be necessary for the Clinic to continually re-evaluate the services provided at the FHC. Part of the Clinic's process in monitoring and evaluation of health care needs of the Lakewood community and its residents will include the Fairview Hospital Community Health Needs Assessment, which will include a separate section on the City of Lakewood. Therefore, based upon the Clinic's assessment utilization of health care services and regulatory concerns, and in consultation with the FHC Community Advisory Board (defined below), as appropriate, the Clinic may modify the services listed on Exhibit C as necessary to address the results of such evaluation, subject to Section 2.4.

2.4 Emergency Services at the FHC. The parties recognize and agree that there is a present need for an emergency department in Lakewood, available on a 24 hours a day, 7 days a week, 365 days a year basis ("**24/7/365 basis**"). The Clinic will address this need by opening the FHC with an emergency department that operates (a) on a 24/7/365 basis that has capabilities to treat emergency medical conditions, which are those conditions that rise to a level that manifest themselves by acute symptoms of sufficient severity such that immediate medical attention is necessary, and (b) at a level of service generally consistent with (or greater than) the level of service that is being offered in the Hospital's emergency department as of the Effective Date. The need for emergency services may change with time and, given current industry circumstances, it is difficult to predict such change. The ongoing evaluation of emergency services will be done consistently with Section 2.3 above. For so long as the Clinic owns and operates the FHC, the Clinic agrees to provide emergency services on a 24/7/365 basis in Lakewood.

2.5 Population Health Management Programs; LGBT Clinic.

(a) The FHC's activities will include a focus on population health management programs aimed at improving the health of the FHC's patients and the community that the FHC serves. The parties contemplate creating population health management programs through partnerships with City government and the community related to outreach programs and home health care models. As part of the commitment to population health management, the Clinic and the City contemplate reporting population health statistics and metrics to the community that have been compiled by the Clinic in connection with the FHC's operations. While effective population health management programs are tailored to the specifics of the demographics and needs of the particular community, the Clinic contemplates that the population health management programs will (i) recognize and appreciate the diverse cultures in the community, including LGBT and persons of various ethnicities; (ii) address the needs of those with unique issues such as those in the senior population; and (iii) provide care for those who are currently underserved. Population health management programs often consist of programs such as population-based chronic disease management, specialty emergency services, group visits, specialized programs/services/clinics, and prevention and wellness programs. Through the development of care models and population health management programs through the FHC, the Clinic will be developing future models for population health management for other communities.

(b) LGBT is recognized as an underserved population with specialized health needs, many rooted in primary care. As part of the population health model embraced by the FHC, the Clinic will establish an LGBT-focused primary care clinic within the FHC. The Clinic intends that the FHC will be its hub for LGBT care and referrals on the west side of greater Cleveland. The Clinic contemplates that the Lakewood LGBT Clinic would (i) be structured to meet the primary care needs of the LGBT population by providing individualized care, high quality service, and proven efficiencies to remove barriers to the delivery of high quality health care services that are related to sexual orientation and (ii) provide LGBT-welcoming primary care and implement and measure the effect of proven quality and innovations.

2.6 Mobile Stroke Unit. The Clinic's mobile stroke unit is acclaimed for its innovative, high-tech approach to the diagnosis and rapid treatment of strokes. Due to resource, regulatory and operational constraints, the mobile stroke unit is only deployed currently in a limited number of municipalities within Cuyahoga County. The parties intend to extend the deployment of the Clinic's mobile stroke unit to include Lakewood. Accordingly, promptly following the Effective Date, the Clinic and the City will begin negotiation of the required protocols to permit the use of the Clinic's mobile stroke unit within the City's borders at rates consistent with those charged to other municipalities by the Clinic for use of the mobile stroke unit. The parties acknowledge that, as of the Effective Date, there is no charge imposed on other municipalities by the Clinic for use of the mobile stroke unit. The deployment of the Clinic's mobile stroke unit within the City will reinforce the City's status as a local leader in stroke care.

2.7 Relocation of Fairview/Cleveland Clinic Family Medicine Residency. No later than six (6) months after the opening of the FHC, the Clinic will relocate the Fairview/Cleveland Clinic Family Medicine Residency, which is currently at the Fairview Center for Family Medicine, to the FHC campus. The Clinic agrees that, as long as the Clinic operates a Family Medicine Residency program, the Clinic will operate a Family Medicine Residency program at the FHC campus while the Clinic owns and operates the FHC. As used in this Master Agreement,

the “**opening of the FHC**” means the date on which the Clinic commences the provision of patient care at the FHC.

2.8 FHC Community Advisory Board. The Clinic will establish an advisory board for the FHC, consisting of at least ten (10) community members (the “**FHC Community Advisory Board**”). The FHC Community Advisory Board will provide advice and counsel to the Medical Director of the FHC. The charter for the FHC Community Advisory Board will developed by the Clinic within six (6) months of the opening of the FHC with input from the City and LHA.

ARTICLE III

Wind-Down and Dissolution of LHA

3.1 Wind-Down and Dissolution Plan.

(a) The parties acknowledge and agree that, following the execution of this Master Agreement, LHA will direct the Clinic to take immediate steps on its behalf to cease inpatient hospital operations and wind-down other operations in compliance with all legal requirements, subject to Section 3.1(b). In consideration of the Clinic’s commitments to the New Foundation reflected in this Master Agreement and the significant assumption of risk by the Clinic as more fully described in Section 3.3(b), the manner and timing of the wind-down of hospital operations shall be determined by the Clinic and the dissolution of LHA shall be determined in accordance with LHA’s Code of Regulations, as amended. Patient safety, quality and experience will be the primary guiding principles throughout the wind-down of the Hospital’s operations and the dissolution of LHA. Other guiding principles for the wind-down will include (i) treating all Hospital caregivers with dignity and respect during the Transition, (ii) striving to maintain positive community support during the process, particularly with the Hospital’s residential and commercial neighbors, (iii) being sensitive to the needs of private practice physicians who serve the Hospital’s patients, and (iv) establishing a communication plan to inform stakeholders of important issues and events related to the wind-down.

(b) In recognition of the need for uninterrupted emergency department care in Lakewood, notwithstanding the cessation of inpatient hospital operations and wind-down of other hospital operations, LHA will continue to operate an emergency department (including an emergency room and related ancillary services) at the Hospital on a 24/7/365 basis until the opening of the emergency department at the FHC as described in Section 2.4. Further, LHA currently contemplates continuing to provide a limited set of outpatient services at the Hospital following the cessation of inpatient hospital operations, including diabetes care services, congestive heart failure clinic and certain cardio pulmonary services.

3.2 Governance of LHA During Wind-Down.

(a) Amendment of LHA’s Governing Documents. The Articles of Incorporation and Code of Regulations of LHA will be amended as of the Effective Date to facilitate the Transition and the transactions contemplated by this Master Agreement.

(b) Cooperation of LHA Board of Trustees. The members of the LHA Board of Trustees will cooperate with and support the decisions of the Clinic except that they are not

bound to agree to a decision that they in good faith believe is contrary to their fiduciary obligations to LHA.

3.3 Financial Issues Related to LHA's Wind-Down.

(a) Operating Revenues and Expenses. LHA will receive all revenues and incur all expenses, whether direct or allocated, associated with the continuing existence and operations of LHA between the Effective Date and the final dissolution of LHA.

(b) Wind-Down Costs. LHA will bear all costs of terminating and winding down its patient and other operations at the Hospital through LHA's dissolution (the "**Wind-Down Costs**"), up to the maximum of LHA's net asset value excluding the value (if any) on LHA's balance sheet that is attributable to the assets described in Section 3.3(d) ("**Net Asset Value**"). Any Wind-Down Costs in excess of LHA's Net Asset Value will be borne by the Clinic. The parties acknowledge and agree that (i) Wind-Down Costs may exceed the remaining LHA assets, and (ii) LHA may incur additional losses prior to and during the wind-down. The Clinic agrees to fund any shortfall in LHA assets out of the Clinic assets, which the parties acknowledge constitutes a significant assumption of risk by the Clinic. Wind-Down Costs shall include, without limitation, requisite capital expenditures, lease payments under the Lease Amendment (as defined in Section 5.5), payments on notes payable, retirement plan and/or pension costs, Current Hospital Site demolition and redevelopment expenses described in Sections 3.3(c) and 6.2, demolition, abatement and relocation expenses related to the FHC Site, employee severance and retention costs, insurance costs as described in Section 9.12, a \$2,500,000 allocation for funding a parking solution for the FHC consistent with Section 2.2, costs to fulfill LHA's commitments under this Master Agreement, costs to complete the dissolution of LHA, costs to fulfill any LHA obligations (including obligations that survive its dissolution) and post-closure closing costs.

(c) Demolition and/or Redevelopment of the Current Hospital Site. The parties acknowledge that the demolition and/or redevelopment of the Hospital building and other structures located on the 5.7 acres depicted on Exhibit D (the "**Current Hospital Site**") in whole or in part will be the responsibility and at the option of the City in its sole discretion. The Clinic and/or LHA will contribute the funds described in Section 6.2 for use in the demolition and/or redevelopment of the Current Hospital Site as determined by the City in its sole discretion. From the Effective Date through the termination of the 1996 Lease, the City will have reasonable access to the Hospital building in order to evaluate demolition and redevelopment options, provided such access will not interfere with patient care and not materially interfere with any other ongoing operations at the Hospital site and will be undertaken at the City's sole expense and risk.

(d) Dissolution Distribution. Notwithstanding the provisions of Article Seven of LHA's articles of incorporation prior to amendment in accordance with Section 3.2(a) or any similar provisions elsewhere and in recognition of the payments described in Section 6.1(a), upon LHA's dissolution, as part of the transactions contemplated by the Transition including the Clinic's payments under ARTICLE VI, the parties agree and acknowledge that all of LHA's property of every nature and description, and any and all personal property, equipment and

fixtures at the Hospital, shall be transferred to the Clinic. Notwithstanding the foregoing, the parties agree that the following will not be transferred to the Clinic:

(1) LHA's "Beneficial interest in Lakewood Hospital Foundation, Inc." as reflected on LHA's balance sheet.

(2) Any right LHA may have to the real property and improvements owned by the City and leased by LHA pursuant to the 1996 Lease, which shall remain the property of the City, subject to the Lease Amendment.

(3) The Curtis Block building on the corner of Detroit Avenue and Marlowe Avenue, Lakewood, Ohio, and any residential homes owned by LHA, which will be transferred to the City as described in Section 5.6.

(4) All plaques, donor walls and works of art located within Lakewood Hospital that are not owned by the Clinic and described on Exhibit E, which items will be transferred to the Lakewood Hospital Foundation for appropriate care and disposition (collectively the "**Excluded Personal Property**"). A representative of Lakewood Hospital Foundation is confirming the inventory set forth on Exhibit E, and the parties agree the same shall be supplemented as necessary.

(5) Any right LHA may have to the following items described on Exhibit C of the 1996 Lease, which shall remain the property of the City and shall not be transferred to the Clinic: (i) residential homes (whether or not explicitly described in Exhibit C of the 1996 Lease), and (ii) paved parking lots (whether or not explicitly described in Exhibit C of the 1996 Lease).

(6) Donor restricted assets reflected on LHA's balance sheet. Prior to its dissolution and as part of the wind down process, LHA will return or appropriately dispose of all donor restricted assets.

3.4 Termination of 1996 Definitive Agreement. Attached hereto as Exhibit F is the termination agreement between LHA and the Clinic, pursuant to which the 1996 Definitive Agreement is terminated as of the Effective Date (the "**Termination of 1996 Definitive Agreement**").

ARTICLE IV

Health and Wellness Foundation

4.1 Creation of New Foundation. Within twelve (12) months following the Effective Date, the City and LHA will (i) jointly agree upon a process for the creation of a new Ohio nonprofit corporation that is formed for the purpose of addressing community health and wellness needs in the City of Lakewood ("**New Foundation**"); (ii) develop New Foundation's governing documents; (iii) file articles of incorporation for New Foundation with the Ohio Secretary of State; (iv) select New Foundation's initial board; and (v) cause New Foundation to apply for federal tax-exempt status with the Internal Revenue Service.

4.2 Representation on Governing Board. The Clinic will have the right to appoint two (2) voting members on the governing board of New Foundation, which shall have not less than five (5) nor more than twenty-one (21) members. The Clinic's rights under this Section 4.2 will survive until the later of (i) one (1) year after the final Clinic's Annual Contribution payment described in Section 6.1(b), and (ii) the period during which the Clinic owns and operates the FHC.

4.3 Funding of New Foundation. In connection with the transactions contemplated by the Transition and in support of the health and wellness activities supported by New Foundation, the Clinic will provide funding for the activities of New Foundation through (i) the payments described in Section 6.1(a), and (ii) the Clinic's Annual Contribution payments described in Section 6.1(b). New Foundation will place the Clinic's Annual Contribution amount, and any interest thereon, into a segregated fund within New Foundation to address the rights described in Section 4.4.

4.4 Use of New Foundation Funds.

(a) Use of the funds contributed to the New Foundation, including, without limitation, any contributions governed by this Master Agreement, shall be at the discretion of the New Foundation and subject to (i) the New Foundations' articles of incorporation and other governing documents created pursuant to Section 4.1 and (ii) Section 4.4(b).

(b) In recognition of the Clinic's Annual Contributions, the New Foundation will provide the Clinic with suitable naming opportunities and a right of first refusal with respect to programming or activities funded using the Clinic's Annual Contributions or partial distributions of such funds. The New Foundation and the Clinic agree that the naming opportunities will apply to New Foundation's programs, not the name of New Foundation's corporate entity. The Clinic's naming and right of first refusal rights under this Section 4.4 will survive until the earlier of (i) one (1) year after the final Clinic's Annual Contribution payment described in Section 6.1(b), and (ii) the period during which the Clinic owns and operates the FHC.

ARTICLE V

REAL ESTATE MATTERS

5.1 Sale of FHC Site. Attached hereto as Exhibit G is a purchase and sale agreement ("**FHC Site Sale Agreement**"), pursuant to which the City will convey the FHC Site to the Clinic for a fair market value purchase price determined by a mutually agreed upon appraiser, who will value the FHC Site as vacant land.

5.2 City Repurchase Option. The City shall have a repurchase option with respect to the FHC Site, as described in the deed attached to the FHC Site Sale Agreement.

5.3 Use Protection on Current Hospital Site. As part of the consideration for the Clinic's acquisition of the FHC Site and its commitments regarding the FHC and no later than the termination date of the 1996 Lease with respect to the Current Hospital Site, a restrictive covenant (the "**Covenant**") will be placed on the Current Hospital Site. Pursuant to the Covenant, (i) no

Covered Hospital (defined below) may be operated on the Current Hospital Site and (ii) no Health Care System Provider (defined below) will be permitted to operate or manage a health care facility or service, and no signage identifying such Health Care System Provider will be permitted, on the Current Hospital Site without the Clinic's prior written consent while the Clinic owns and operates the FHC. For purposes of clarity, the parties agree that (a) clause (ii) above does not restrict the activities of independent physician groups, licensed provider groups or other non-Health Care System Providers, and (b) the Covenant does not restrict any activity of Covered Hospitals, Health Care System Providers or any other party at any location other than the Current Hospital Site. For purposes of this paragraph, a "**Covered Hospital**" means the following types of hospitals as described by The Joint Commission in its publicly available material: general, oncology, and specialty and "**Health Care System Provider**" means an organization that owns, operates or manages one or more Covered Hospitals. In the event the Clinic ceases to own or operate the FHC, the Covenant shall terminate and the Clinic shall execute all documents reasonably necessary to release the Covenant, including executing a release to be recorded in the real property records.

5.4 Sale of Property at 850 Columbia Road. Attached hereto as Exhibit H is the purchase and sale agreement between LHA and the Clinic ("**850 Columbia Road Sale Agreement**"), pursuant to which LHA will sell the land and improvements located at 850 Columbia Road, Westlake, Ohio property, as more particularly described in the 850 Columbia Road Sale Agreement, to the Clinic for a purchase price of Eight Million Two Hundred Thousand Dollars (\$8,200,000) (the "**Columbia Purchase Price**"). In recognition of the early termination of the 1996 Lease and the loss of income tax revenue from Lakewood Hospital employees, LHA will direct that the Columbia Purchase Price (subject to any adjustments described in the 850 Columbia Road Sale Agreement) be paid by the Clinic to the City. As provided in the 850 Columbia Road Sale Agreement, Six Million Eight Hundred Thousand Dollars (\$6,800,000) of the Columbia Purchase Price will be paid at the closing of the 850 Columbia Road Sale Agreement. The remaining One Million Four Hundred Thousand Dollars (\$1,400,000) of the Columbia Purchase Price will be evidenced by a promissory note, which will be assigned to the City, and will be paid on the FHC Commencement Date, as defined in Section 6.1(b).

5.5 Amendment to 1996 Lease. Attached hereto as Exhibit I (the "**Lease Amendment**") is an amendment to the 1996 Lease between the City and LHA, pursuant to which the City will (i) permit the termination of the Required Services (as defined in the 1996 Lease), other than emergency department operations, (ii) permit the wind down of all other inpatient and other services at the Hospital, (iii) provide for the termination of the 1996 Lease on or about the FHC Commencement Date, (iv) release the FHC Site from the 1996 Lease, and (v) address other provisions necessary for the Transition. The Lease Amendment also shall provide that LHA will make the additional payments due under the 1996 Lease until cessation of all of LHA's clinical operations on the Current Hospital Site, including the emergency department operations, up to a maximum aggregate amount of \$2,887,500.

5.6 Curtis Block Building. Concurrently or promptly after the closing of the sale of the FHC Site, LHA will convey the property known as the Curtis Block building (permanent parcel number 314-07-007) and any residential homes owned by LHA to the City for a purchase price of \$1. LHA and the City shall work collaboratively to agree upon any purchase or closing documentation reasonably required in connection with the aforementioned conveyance.

ARTICLE VI

FINANCIAL OBLIGATIONS

6.1 Funding of the New Foundation.

(a) Initial \$24.4 Million Cash Payment to New Foundation. The parties agree and acknowledge that the payments under this Section 6.1 constitute (i) an exchange for the right to receive LHA's assets upon its dissolution (as described in Section 3.3(d)), and (ii) to the extent the value of such assets is less than the payment amount, a contribution to the New Foundation to be used in the furtherance of New Foundation's tax-exempt purposes. In recognition of the parties' intention that these payments be used for the benefit of the Lakewood community and its residents and to support New Foundation's tax-exempt purposes, the Clinic and/or LHA will transfer or contribute a total of Twenty-Four Million Four Hundred Thousand Dollars (\$24,400,000) to New Foundation (using LHA funds to the extent available as contemplated in Section 3.3(b)) as follows:

(1) Transfer/contribute Two Hundred Thousand Dollars (\$200,000) to New Foundation in immediately available funds on or before March 1, 2016;

(2) Transfer/contribute Seven Million Six Hundred Thousand Dollars (\$7,600,000) to New Foundation in immediately available funds on the date of the commencement of operations and provision of patient care at the FHC (the "**FHC Commencement Date**").

(3) Transfer/contribute Four Million Three Hundred Thousand Dollars (\$4,300,000) to New Foundation in immediately available funds on the second anniversary of the FHC Commencement Date;

(4) Transfer/contribute Four Million, One Hundred Thousand Dollars (\$4,100,000) to New Foundation in immediately available funds on the fourth anniversary of the FHC Commencement Date;

(5) Transfer/contribute Four Million, One Hundred Thousand Dollars (\$4,100,000) to New Foundation in immediately available funds on the sixth anniversary of the FHC Commencement Date; and

(6) Transfer/contribute Four Million, One Hundred Thousand Dollars (\$4,100,000) to New Foundation in immediately available funds on the eighth anniversary the FHC Commencement Date.

(b) Annual Contributions to New Foundation Totaling \$8 Million. In support of the furtherance of the purposes of New Foundation, the Clinic will make sixteen (16) annual payments to New Foundation of Five Hundred Thousand Dollars (\$500,000) each, with the first payment being made on the FHC Commencement Date and subsequent payments being made on each anniversary of the FHC Commencement Date for fifteen (15) consecutive years (each, a "**Clinic's Annual Contribution**").

(c) Delayed Wind-Down of Hospital Operations. The commitments made by the parties in this Master Agreement, including the significant risk assumed by the Clinic with respect to LHA's Net Asset Value as described in Section 3.3(b), presume the cessation of inpatient Hospital operations in a timely fashion. If LHA is unable to cease inpatient operations on or before March 1, 2016 (the "**Outside Inpatient Hospital Operations Cessation Date**") as a result of action taken by a judicial or quasi-judicial body or a governmental body or agency (other than a governmental body or agency whose primary function is oversight of health care providers) and the operations of LHA generate an EBIDA loss, the \$24,400,000 payment obligations described in Section 6.1(a) will be reduced by the aggregate amount of such EBIDA losses beginning as of the Outside Inpatient Hospital Operations Cessation Date through the cessation of the Hospital's inpatient operations. For purpose of this Section 6.1(c), the operation of the emergency department at the Hospital will not be deemed to be inpatient Hospital operations. For the purpose of this Section 6.1(c), the term "**EBIDA**" means earnings before interest, depreciation, and amortization expenses. In accordance with LHA current financial reporting practices (e.g. Financial Reporting Practices applied for 2014 Audited Statements), the term "earnings" in the preceding sentences means LHA's operating income or loss. For clarity regarding the meaning of EBIDA, the parties agree that LHA's EBIDA was as follows: (i) \$3,690,000 for the ten-month period ended October 31, 2014; (ii) \$5,944,000 for the year ended December 31, 2014; and (iii) negative \$4,931,000 for the ten-month period ended October 31, 2015. The parties further agree that the date the Hospital ceases inpatient operations shall be deemed to be the first date the Hospital declines to accept new inpatients. To the extent the payment obligations described in Section 6.1(a) need to be reduced pursuant to this Section 6.1(c), the amount of such reduction shall be applied proportionately throughout the payment schedule contemplated by Section 6.1(a).

6.2 Funding of Demolition or Redevelopment Costs. The City will be paid Seven Million Dollars (\$7,000,000) for the demolition and/or redevelopment of the Hospital building and other structures on the Current Hospital Site as contemplated by Section 3.3(c), which may be utilized as determined by the City in its sole discretion. This amount will be transferred to the City by the Clinic and/or LHA (using LHA funds to the extent available as contemplated in Section 3.3(b)) as follows: (i) Five Hundred Thousand Dollars (\$500,000) on the date that the FHC Site is transferred to the Clinic under the FHC Site Sale Agreement, and (ii) Six Million Five Hundred Thousand Dollars (\$6,500,000) on the FHC Commencement Date.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations and Warranties. Each party represents and warrants to the other parties that the statements contained in this Section 7.1 are true and correct as of the Effective Date.

(a) Authorization; Enforceability. Each party represents and warrants that it has all requisite power, authority and capacity to execute and deliver this Master Agreement and any other agreements to be entered into by it in connection with the Transition as contemplated hereby and to perform its obligations under this Master Agreement and any such other agreements, and to consummate all transactions contemplated hereby. The execution and

delivery of this Master Agreement, and the performance of the transactions contemplated hereby, have been duly and validly authorized by the applicable governing board or bodies of such party, and all action (corporate, legislative or otherwise) necessary for the authorization and consummation of the transactions contemplated this Master Agreement has been taken. This Master Agreement has been duly executed and delivered by such party, and constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms subject to (i) bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, and (ii) general principles of equity, including the availability of specific performance, and public policy.

(b) Absence of Conflicts. Each party represents and warrants that its execution, delivery and performance of this Master Agreement will not (i) result in the breach or violation of any term or provision of or constitute a default under or conflict with any terms or provision of: its articles of incorporation, code of regulations, charter, bylaws, or any other of its organizational or governing documents, or any contract, agreement, lease, mortgage, license, permit, authorization, or other obligation to which it or any of its Affiliates is a party, or by which it or any of its Affiliates is bound, (ii) constitute such an event that with notice, lapse of time, or both, would result in any such breach, violation or default, (iii) conflict with or result in any violation by such party or any of its Affiliates of any constitution, statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree or award, or constitute an event that with notice, lapse of time, or both, would result in any such violation or (iv) result in the creation or imposition of any lien, charge or encumbrance upon or with respect to the assets or property of such party or any of its Affiliates.

(c) Consents. Each party represents and warrants that it has (i) obtained all material consents, approvals, authorizations and clearances of governmental authorities required of it to consummate the transactions contemplated hereby; (ii) provided such information and communications to governmental authorities as such governmental authorities may reasonably request; and (iii) assisted and cooperated with the other parties' efforts to obtain all consents, licenses, permits, approvals, authorizations and clearances of governmental authorities that the parties reasonably deem necessary or appropriate and to prepare any document or other information reasonably required of it by any such governmental authorities to consummate the transactions contemplated herein. Each party represents and warrants that neither it nor any of its Affiliates have entered into any agreement with any governmental authority to delay the consummation of or not consummate the transactions contemplated by this Master Agreement.

(d) No Litigation. Except (i) *Edward Graham, et al. v. City of Lakewood, et al.* pending in the Cuyahoga County Court of Common Pleas, Case No. CV-15-846212 and (ii) *Michael J. Skindell v. Mary Louise Madigan, et al.* pending in the Cuyahoga County Court of Common Pleas, Case No. CV-15-855961, each party represents and warrants that no action, suit or proceeding has been instituted or, to its Knowledge, is threatened in writing to restrain, prohibit, delay or otherwise challenge the legality or validity of any of the transactions contemplated by this Master Agreement or which would reasonably be expected to have a material adverse effect such party.

(e) Donor Restrictions. Each party represents and warrants that, to its Knowledge and except as recorded in the public records, there are no restrictions imposed by any

donor affecting any material real estate or other material assets of a party that would prohibit, limit or restrict such party's ability to enter into this Master Agreement or to consummate any of the transactions contemplated hereby.

(f) No Misrepresentation. Each party represents and warrants that, to its Knowledge, none of the representations and warranties made by it in this ARTICLE VII contains any untrue statement of a material fact or omits to state a material fact necessary in order to make such representation and warranty not misleading.

7.2 Representations and Warranties of the Clinic and LHA. Each of the Clinic and LHA represents and warrants to the other parties that the statements contained in this Section 7.2 are true and correct as of the Effective Date.

(a) Organization and Standing. Each of the Clinic and LHA represents and warrants that it is an Ohio nonprofit corporation duly organized and validly existing under the Chapter 1702 of the Ohio Revised Code, and in good standing under the laws of the State of Ohio.

(b) Tax Status.

(1) The Clinic represents and warrants that it is recognized as exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code. The Clinic has no Knowledge of any action by the Internal Revenue Service to revoke or terminate the tax status of the Clinic.

(2) LHA represents and warrants that it is recognized as exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code. LHA has no Knowledge of any action by the Internal Revenue Service to revoke or terminate the tax status of LHA.

7.3 Knowledge. As used in this ARTICLE VII, the term "**Knowledge**" means, (a) with respect to LHA and the Clinic, to the actual knowledge of the party's officers and the members of a party's governing board or body, and (b) with respect to the City, to the actual knowledge of Michael P. Summers, Mayor and Kevin M. Butler, Law Director.

ARTICLE VIII

EFFECTIVE DATE

8.1 Effective Date. The parties agree that this Master Agreement will become effective on the Effective Date when signed by duly authorized representatives of each party. The parties acknowledge and agree that each of the Ancillary Agreements will become effective in accordance with their respective terms and may have closing dates after the Effective Date.

8.2 The Clinic's Deliveries as of the Effective Date. Upon the final required signature of this Master Agreement, in addition to any other documents specifically required to be delivered pursuant to this Master Agreement, the Clinic shall deliver the following:

(a) certified copies of resolutions of the Clinic's Board, duly adopted and in full force and effect as of the Effective Date, authorizing and approving Clinic's performance of the transactions contemplated under this Master Agreement and the execution and delivery of the documents described herein;

(b) originals of the following agreements executed by a duly authorized officer of the Clinic: the FHC Site Sale Agreement; the 850 Columbia Road Sale Agreement, and the Termination of 1996 Definitive Agreement; and

(c) such other instruments and documents as the parties reasonably deem necessary to effect the transactions contemplated by this Master Agreement, including all completed Exhibits and Schedules to this Master Agreement.

8.3 LHA's Deliveries as of the Effective Date. Upon the final required signature of this Master Agreement, in addition to any other documents specifically required to be delivered pursuant to this Master Agreement, LHA shall deliver the following:

(a) certified copies of resolutions of the LHA Board, duly adopted and in full force and effect as of the Effective Date, authorizing and approving LHA's performance of the transactions contemplated under this Master Agreement, including adopting the amended and restated articles of incorporation and code of regulations of LHA, and the execution and delivery of the documents described herein;

(b) originals of the following agreements executed by a duly authorized officer of LHA: the 850 Columbia Road Sale Agreement; the Termination of 1996 Definitive Agreement; and the Lease Amendment; and

(c) such other instruments and documents as the parties reasonably deem necessary to effect the transactions contemplated by this Master Agreement, including all completed Exhibits and Schedules to this Master Agreement.

8.4 The City's Deliveries as of the Effective Date. Upon the final required signature of this Master Agreement, in addition to any other documents specifically required to be delivered pursuant to this Master Agreement, the City shall deliver the following:

(a) certified copies of legislation duly adopted by the City Council of Lakewood and in full force and effect as the Effective Date, authorizing and approving the City's performance of the transactions contemplated by the Master Agreement and the execution and delivery of this Master Agreement and the documents described herein.

(b) originals of the following agreements executed by a duly authorized officer of the City: FHC Site Sale Agreement; and the Lease Amendment; and

(c) such other instruments and documents as the parties reasonably deem necessary to effect the transactions contemplated by this Master Agreement, including all completed Exhibits and Schedules to this Master Agreement.

ARTICLE IX

Post-Effective Date Obligations

9.1 Consents. Each party shall use its commercially reasonable efforts to, and shall cooperate with the other parties to (i) promptly apply for and use all reasonable efforts to obtain as soon as practicable all consents, approvals, authorizations and clearances of governmental authorities required of it to consummate the transactions contemplated hereby; (ii) provide such information and communications to governmental authorities as another party or such governmental authorities may reasonably request; and (iii) assist and cooperate with the parties' efforts to obtain all consents, licenses, permits, approvals, authorizations and clearances of governmental authorities that the parties reasonably deem necessary or appropriate and to prepare any document or other information reasonably required of it by any such governmental authorities to consummate the transactions contemplated herein. Each party shall notify the other parties promptly upon receiving any written request for additional information from any governmental authorities in connection with the transactions contemplated by this Master Agreement, and shall use commercially reasonable efforts to comply with such request as soon as possible. Each party shall keep the other parties promptly informed of all developments regarding such filings, requests and responses referred to in this Section 9.1. No party or any Affiliate (defined below) thereof shall enter into any agreement with any governmental authority not to consummate or to delay consummation of the transactions contemplated by this Master Agreement, except with the prior written consent of the other parties. If any administrative or judicial action or proceeding is instituted, each party shall each use its commercially reasonable efforts to defend such action or proceeding.

9.2 Clinic Payment Obligations. To the extent LHA does not have sufficient funds to meet any of its payment obligations under this Master Agreement, the Clinic shall fulfill such obligations.

9.3 LHA Record Retention. Upon LHA's cessation of operations, the Clinic will maintain and administer the archival recordkeeping operations of LHA, complying with applicable laws, pursuant to the Clinic's record retention policies.

9.4 Mutual Waiver.

(a) The City, on its own behalf and on behalf of the Mayor, City Council, and its directors (each in their representative capacity only), and its successors and assigns (collectively, the "**City Parties**"), hereby forever waives, releases and discharges LHA and the Clinic and their respective Affiliates, members, officers, directors, trustees, employees, agents, attorneys, donors, successors and assigns (the "**Hospital Parties**"), from any and all known and unknown claims, demands, injuries, damages, actions, costs, expenses, attorneys' fees, liability and suits in equity or law, known or unknown (collectively, "**Claims**") and hereby agrees to not bring suit against the Hospital Parties for causes of action that arise out of or relate to the Original Lease, the Definitive Agreement, the operation and management of the Hospital prior to the Effective Date, or the Transition, including closing of the Hospital, the cessation of services or programs at the Hospital, and the potential demolition, abatement and/or redevelopment of the Hospital building. Notwithstanding the foregoing, the City Parties and LHA agree that Section

9.9 of the 1996 Lease, if applicable, shall remain in full force and effect through the pendency of any suit pending in the Cuyahoga County Court of Common Pleas, any appeals concerning the same, and any other litigation which may arise as a result of the Transition, including closing of the Hospital and the cessation of services or programs at the Hospital.

(b) Each of the Hospital Parties hereby forever waives, releases and discharges the City Parties and the other Hospital Parties, from any and all known and unknown Claims and hereby agrees to not bring suit against the City Parties or the other Hospital Parties for causes of action that arise out of or relate to the Original Lease, the Definitive Agreement, the operation and management of the Hospital prior to the Effective Date, or the Transition, including closing of the Hospital or the cessation of services or programs at the Hospital.

(c) Nothing in this Section 9.4 shall be deemed to relieve any party of any of its obligations, or waive any party's rights, under this Master Agreement or any of the Ancillary Agreements.

9.5 Cooperation in Orderly Cessation of Services at the Hospital and Dissolution of LHA. Each of the parties agrees to cooperate to effect an orderly and efficient closure of the Hospital and the transition of patient care. Each of the parties agrees it will not take any action that is intended to (i) delay, stop, reverse or otherwise impede any of the parties from taking the actions contemplated by the Transition, or (ii) delay, stop, reverse or otherwise impede the dissolution of LHA. All parties further agree to cooperate in good faith to oppose any action by a judicial or quasi-judicial body or governmental body or agency intended to stop, reverse or otherwise impede the Transition or any other obligations set forth in this Master Agreement or any Ancillary Agreement. Notwithstanding anything contained herein to the contrary, nothing in this Section 9.5 shall be deemed to obligate the City to amend, modify or waive any legal requirement or established processes.

9.6 Priority Hiring of Lakewood Hospital Employees and the Clinic's Employees at the Hospital. In recognition of the commitment to the provision of high quality patient care shown by those Hospital employees and the Clinic employees working at the Hospital, the Clinic agrees that if circumstances arising from the Transition result in the job of a Hospital employee or a Clinic employee working at the Hospital being eliminated, the Clinic will offer such individual another job opportunity within the Clinic's health system. The Clinic's human resource team will work with such individuals to provide information and guidance about opportunities at the FHC or other Clinic health system locations. Such individuals will be given top priority for open positions within the Clinic's health system.

9.7 Transition of Physician Offices. To the extent necessitated by the construction of the FHC and subject to applicable legal requirements, the parties will coordinate the relocation of existing tenants in the professional office building on the FHC Site and will work collaboratively to effectively transition independent physicians and other tenants of such professional office building to new locations; provided, however, the City's assistance in such relocation efforts shall be at no additional cost to the City.

9.8 Negotiations between Lakewood and Avon. The Clinic will use its best efforts to facilitate negotiations between the City of Avon and the City of Lakewood to compensate the City

of Lakewood for the loss of payroll taxes consistent with the payroll tax revenue sharing agreement that the City of Avon entered into with other nearby municipalities in 2005.

9.9 Transportation Grants. Promptly following the Effective Date, the City and the Clinic will collaborate on an application for a planning grant from the Lakewood Hospital Foundation or another appropriate foundation agreed to by the parties to address transportation needs during the Transition and following the opening of the FHC.

9.10 Wind-Down and Dissolution Activities. LHA will undertake the activities described in ARTICLE III.

9.11 Transfer of Real Property. To the extent necessary, LHA will cooperate in transferring to the City any real estate rights that it may have in the Current Hospital Site and any residential homes owned by LHA or pursuant to the 1996 Lease. In connection with the sale of the FHC Site, LHA will assign and the Clinic will assume any leases or other occupancy agreements currently encumbering the FHC Site and LHA shall execute any other affidavits or documents as may be required to deliver title to the FHC site to the Clinic in the condition required by the FHC Site Sale Agreement.

9.12 Insurance. In consideration for insurance premiums (estimated fair market value of \$2.5 million) paid by or allocated to LHA, the Clinic will provide insurance protection (indemnity and defense), including without limitation professional liability and directors and officers insurance, for the officers, trustees, employees, and other agents of LHA, for LHA-related occurrences both prior to and subsequent to the dissolution of LHA.

9.13 Approvals. The City will cooperate with the Clinic's efforts to obtain all zoning, architectural, construction, engineering, regulatory, tax-exemption or other approvals within its authority as requested by the Clinic in the design, construction, and maintenance of the FHC; provided that (a) the Clinic properly follows established processes for obtaining such approvals and (b) the City shall not be obligated to waive, amend or modify any legal requirements or established processes for obtaining such approvals.

9.14 City Obligations.

(a) In addition to the other obligations in this ARTICLE IX, the City shall meet its obligations described in Section 2.2 and its obligations under the Covenant described in Section 5.3.

(b) The City will make reasonable efforts to include among its employee benefits at least one health plan with Tier 1 and/or preferred provider access to the Cleveland Clinic, to the extent reasonably practicable and permissible under existing agreements.

9.15 FHC Commencement Date. In the event that the FHC is not open and operating by June 30, 2019, all references in this Master Agreement to the FHC Commencement Date shall be deemed to be June 30, 2019.

9.16 Defaults.

(a) It shall be an event of default hereunder or under any Ancillary Agreement that does not separately define “default” or “event of default” (each an “**Event of Default**”) if any party shall:

(1) Fail to perform any monetary obligation set forth in this Master Agreement within ten (10) days of written notice that such obligation has not been performed;

(2) Fail to perform any non-monetary obligation set forth in this Master Agreement within thirty (30) days of written notice that such obligation has not been performed or such longer period of time as may be reasonably required to perform such obligation, provided the defaulting party commences performance within such thirty (30) day period and thereafter diligently pursues such performance to completion;

(3) Make an assignment of the property of such party for the benefit of creditors;

(4) Have (whether voluntarily or involuntarily) a receiver, trustee or assignee appointed for such party with respect to all or substantially all of its assets;

(5) Declare bankruptcy or insolvency; or

(6) Commence bankruptcy proceedings or have bankruptcy proceedings commenced against it, provided, however, the commencement of an involuntary proceeding against a party shall not be an Event of Default if dismissed within sixty (60) days following commencement.

9.17 Remedies. Upon the occurrence of an Event of Default, the non-defaulting party (or parties) shall have the right to exercise all rights and remedies available at law or in equity arising from such Event of Default, including, without limitation, specific performance.

ARTICLE X

Dispute Resolution

10.1 Covered Disputes. All controversies and claims arising under or relating to this Master Agreement and the Ancillary Agreements shall be resolved in accordance with this ARTICLE X. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. If a disagreement between or among the parties cannot be resolved through informal discussions, it shall be deemed a “**Dispute**” upon one party (the “**Declaring Party**”) declaring, by the delivery of a written notice (the “**Notice**”) to the other parties, that a Dispute exists. The Notice shall specify the nature and cause of the Dispute and the action that the Declaring Party deems necessary to resolve the Dispute. Following receipt of the Notice, the authorized representatives of the parties shall use good faith efforts to resolve the Dispute. If a Dispute is not resolved by the officers within thirty (30) days of the date of the Notice, the matter shall be referred to the LHA Board chair, the President of Lakewood City Council and the Chair of the Executive Committee of the Cleveland Clinic Regional Hospitals. If a Dispute is not resolved between such designees of the respective

parties within thirty (30) days of the date of submission thereto, the parties shall have the remedies provided in Section 9.17 or as separately provided in an Ancillary Agreement.

10.2 General. The parties agree that all aspects of the informal dispute resolution process contemplated by Section 10.1, shall be conducted in confidence. The parties agree that all statements made in connection with informal dispute resolution efforts shall not be considered admissions or statements against interest by either party. The parties further agree that they will not attempt to introduce such statements at any later trial or mediation between the parties. Notwithstanding any language in this ARTICLE X to the contrary, the parties agree that any records that are public pursuant to state or local records laws shall not be subject to the aforementioned requirements. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING.

ARTICLE XI

Miscellaneous Provisions

11.1 Definitions. The term “**Affiliate**” when used in connection with a particular entity means any Person directly or indirectly controlled by or under common control with such entity. “**Control**” or “**controlled by**” shall mean the power to elect through membership, ownership, contract, or otherwise, fifty percent (50%) or more of the board of trustees, directors or managers (or others performing similar functions) of a Person. “**Control**” also includes the power to direct or cause the direction of the policies and management of an entity, whether through contract, membership interests, ownership of voting securities, a lease, a management agreement, or other arrangement. The term “**Person**” means any individual, partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association or any other entity.

11.2 Survival. The representations and warranties of the parties shall survive for a period of twelve months after the Effective Date. No representations and warranties shall survive the termination of this Master Agreement. All covenants and agreements that contemplate performance thereof following the Effective Date will survive the Effective Date in accordance with their respective terms as described herein.

11.3 Waivers and Amendments. This Master Agreement may not be amended or modified and compliance herewith may not be waived (either generally or in a particular instance and either retroactively or prospectively) except with the written consent of both parties hereto.

11.4 No Third Party Beneficiaries. This Master Agreement is intended solely for the benefit of the parties hereto and not for the benefit of any other person or entity.

11.5 Enforcement of Remedies. To the extent a party’s obligation under this Master Agreement is explicitly directed to one or more, but not all, of the parties, any party(ies) shall have the ability to enforce such obligation. Further, to the extent any terms of this Master Agreement conflict with the terms of an Ancillary Agreement, the terms of the Ancillary Agreement shall govern. If a dispute arises under an Ancillary Agreement, only the parties to

such agreement will be entitled to enforce remedies thereunder and the other parties to this Master Agreement are not third party beneficiaries by virtue of this Master Agreement.

11.6 Estoppels. At any time and from time to time, each party agrees, upon a written request from any other party, to execute and deliver to the requesting party, within fifteen (15) days of request, a written statement certifying: (i) that this Master Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) that the certifying party knows of no default or any act or omission that with the passage of time would constitute a default under the Master Agreement by any other party to the Master Agreement (or stating any such default, act or omission); (iii) that the certifying party has not received written notice from any other party to the Master Agreement alleging that the certifying party is in default under the Master Agreement (or identifying such notice); and (iv) such other information as the requesting party may reasonably request.

11.7 Binding Effect. Except as provided otherwise, all of the terms and provisions of this Master Agreement shall be binding upon and inure to the benefit of and be enforceable by the duly authorized successors and assigns of the parties hereto.

11.8 Headings. The headings contained in this Master Agreement, in any Exhibit hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Master Agreement. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Master Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit but not otherwise defined therein, shall have the meaning as defined in this Master Agreement. When a reference is made in this Master Agreement to a Section or Exhibit such reference shall be to a Section of, or an Exhibit to, this Master Agreement unless otherwise indicated.

11.9 Entire Agreement. The parties agree that this Master Agreement, including the Exhibits hereto, which are incorporated herein by reference, and the Ancillary Agreements represent the complete and exclusive statement of the agreement among them with respect to the subject matter hereof and supersedes all other agreements, oral or written, between them relating to the subject matter of this Master Agreement and the Ancillary Agreements.

11.10 Assignment. No party shall assign this Master Agreement or any of its rights or obligations hereunder (including by operation of law in connection with a merger or consolidation) without the prior written consent of the other parties. Any attempt at assignment of this Master Agreement in violation of this Section 11.10 shall be void and of no effect.

11.11 Notices. Any and all notices and other communications made or given pursuant to this Master Agreement shall be in writing and shall be sufficiently made or given if transmitted by hand delivery with receipt therefore, by certified or registered mail, postage prepaid, return receipt requested, or by a national overnight delivery service with guaranteed next-day delivery with receipt therefore, addressed as provided below; or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties. If a notice or communication is transmitted by hand delivery, certified

or registered mail or Federal Express or other delivery service, as provided above, then such notice or communication shall be addressed as follows:

if to the Clinic:

The Cleveland Clinic Foundation
Office of the Chief Executive Officer and President
9500 Euclid Avenue
Cleveland, OH 44195
Attn: Delos M. Cosgrove, M.D., Chief Executive Officer and President

With a copy to:

The Cleveland Clinic Foundation
Law Department
3050 Science Park Drive, AC3-21
Beachwood, Ohio 44122
Attn: David W. Rowan, Chief Legal Officer

If to LHA:

14519 Detroit Avenue
Lakewood, Ohio 44107
Attn: Chairman of the Board of Trustees

With a copy to:

Jeffrey R. Huntsberger, Esq.
McDonald Hopkins LLC
600 Superior Avenue, Suite 2100
Cleveland, Ohio 44114

If to the City:

City of Lakewood
12650 Detroit Ave.
Lakewood, Ohio 44107
Attn: Mayor

With a copy to:

City of Lakewood
12650 Detroit Ave.
Lakewood, Ohio 44107
Attention: Law Director

And a copy to:

Thompson Hine LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114
Attn: Robyn Minter Smyers, Esq.

or such other address as the party may designate in writing to the other party from time to time. Notices and communications shall be effective when received.

11.12 Counterparts. This Master Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11.13 Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11.14 Severability. If any of the terms or provisions of this Master Agreement or the application thereof to any person or this Master Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Master Agreement and the application of such terms or provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforceable to the greatest extent permitted by law. In substitution for any provision of this Master Agreement held unlawful, invalid or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the fullest extent permissible under law.

11.15 Expenses. Each party hereto shall pay its own legal, accounting, out-of-pocket and other expenses incident to this Master Agreement.

11.16 Further Assurances. Each party will, whenever and as often as it shall be reasonably requested by any other party, for no additional monetary remuneration, take or cause to be taken all actions and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, as may be reasonably necessary in order to carry out the terms and conditions of this Master Agreement and the Ancillary Agreements and to consummate and make effective transactions herein and therein contemplated and shall do any and all other acts as many be reasonably requested in order to carry out the intent and purpose of this Master Agreement and the Ancillary Agreements.

11.17 Time of Essence. Time is of the essence in the performance of this Master Agreement. This Section may be waived only in a writing expressly referring hereto.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Master Agreement as of the date first written above.

THE CITY OF LAKEWOOD

THE CLEVELAND CLINIC FOUNDATION

By: 

By: _____

Name: Michael P. Summers

Name: _____

Title: Mayor

Title: _____

LAKEWOOD HOSPITAL ASSOCIATION

By: _____

Name: _____

Title: _____

The legal form and correctness of this instrument is hereby approved:

By: 

Name: Kevin M. Butler

Title: Director of Law

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Master Agreement as of the date first written above.

THE CITY OF LAKEWOOD

THE CLEVELAND CLINIC FOUNDATION

By: _____

By: 

Name: Michael P. Summers

Name: Michael P. Harrington

Title: Mayor

Title: Chief Accounting Officer

LAKWOOD HOSPITAL ASSOCIATION

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
CCF - LAW DEPT.
DATE: 12/21/15 CMSI #:
BY: 

The legal form and correctness of this instrument is hereby approved:

By: _____

Name: Kevin M. Butler

Title: Director of Law

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Master Agreement as of the date first written above.

THE CITY OF LAKEWOOD

THE CLEVELAND CLINIC FOUNDATION

By: _____

By: _____

Name: Michael P. Summers

Name: _____

Title: Mayor

Title: _____

LAKEWOOD HOSPITAL ASSOCIATION

By: Thomas J. Gable

Name: THOMAS J. GABLE

Title: CHAIRMAN, BOARD OF TRUSTEES

The legal form and correctness of this instrument is hereby approved:

By: _____

Name: Kevin M. Butler

Title: Director of Law

Exhibits

- Exhibit A - Depiction of ER Parking Lot
- Exhibit B - Material Terms of Parking Lot Lease
- Exhibit C - Initial FHC Services
- Exhibit D - Depiction of Current Hospital Site
- Exhibit E - List of Excluded Personal Property
- Exhibit F - Termination of 1996 Definitive Agreement
- Exhibit G - FHC Site Sale Agreement
- Exhibit H - 850 Columbia Road Sale Agreement
- Exhibit I - Lease Amendment

Exhibit A
Depiction of ER Parking Lot



Exhibit B

Material Terms of Parking Lot Lease

- **Term:** 10 year initial term, plus eight 5-year options to extend, unless sooner terminated pursuant to the terms of the lease
- **Rent:** Fair market rental rate, taking into account the allocation of maintenance and other responsibilities between the parties
- **Maintenance:** The Clinic will be solely responsible for the maintenance and security of the parking lot, including snow removal
- **Insurance:** The Clinic will be solely responsible for maintaining all insurance on the parking lot
- **Triple Net:** The lease shall be an absolutely triple net lease
- **Expansion/Reconfiguration:** The Clinic will be solely responsible for completing any restriping or other improvements necessary to increase capacity to approximately 75 parking spaces
- **Public Use:** During the hours that the FHC is not operating (other than providing emergency services), the parking lot shall be available for public parking
- **Controlled Access:** The Clinic will be permitted to construct access gates to limit access to the parking lot during FHC hours of operation

Exhibit C

List of Services initially available at the FHC

Emergency Department (24/7/365)
Family Medicine/Pediatrics
Women's Health (incl. Midwifery)
Diabetes Care
Musculoskeletal Care
Ophthalmology /Optometry
Brain Health/ Behavioral Health
Pulmonology
Neurology
Cardiac Care
Geriatrics
Digestive Diseases
Chronic Disease Clinics
Pharmacy
Physical/Occupational Therapy
Primary Care featuring an advanced medical home model
Radiology and Lab Services
Home Care coordinated with Fairview Hospital
eVisits/My Chart

Exhibit D
Depiction of Current Hospital Site

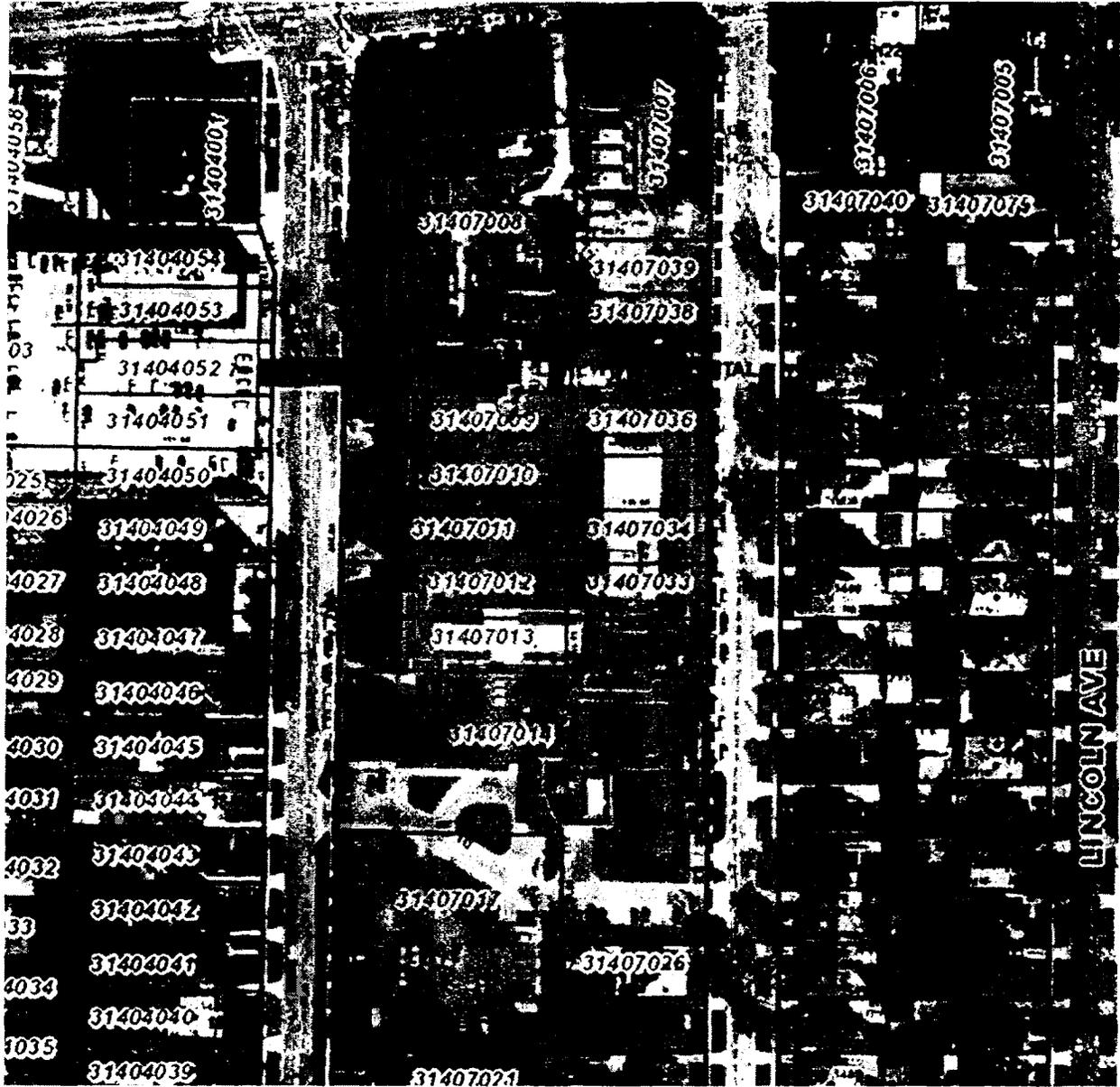


Exhibit E
List of Excluded Personal Property

[see attached]

Plaque and Artwork Inventory

LOCATION	DESCRIPTION / IN HONOR/MEMORY OF ...	GIVEN BY ...
Belle Lobby	Charles Brunner	Family and Friends
Belle Lobby	Dr. Robert Gnetlis	
Belle Lobby	Mr. Russell Jones	Friends
Belle Lobby	Mary Ann Briggs Johnson & William Briggs Johnson	
Belle Lobby	Raymond Lawrence	Wife Gertrude & Son Ray
Belle Lobby	Wayne Bill Reynolds, MD	
Belle Lobby	Carl & Frances Foster	
Belle Lobby	Elizabeth & Edward DeMooy (DeMooy Laboratory)	
Belle Lobby	William H. & Elizabeth Sherrer Miller	
Belle Lobby	Mary Jane Brunner Kirk	Family & Friends
Belle Lobby	Homer Yoder, MD	
Belle Lobby	K. Cameron, RN, L. Kalman, RN, Sharon Westerfield, RN	Grateful Patients
Belle Lobby	Emanouel & Irene Vasilou	In celebration of his 80 th b-day
Belle Lobby	Future Cardiac Patients	Former Cardiac Patients
Belle Lobby	Lakewood Rotary Club	
Belle Lobby	James Lehman, MD	Staff of Biometrics Dept.
Belle Lobby	German Neri, Jr, MD	Mr. & Mrs. Paul Weisenbarger

Belle Lobby	Construction & Renovation Project	
Belle Lobby	Medical Staff	Lakewood Hospital Foundation
Belle Lobby	John & Vivian Arnold	LHF
Belle Lobby	George Horsley	Leona Horsley & Family
Belle Lobby	82-85 Construction & Renovation Program	Lakewood Hospital
Belle Lobby	Marie Voneman	
Belle Lobby	Jack Arnold	Wife Vivian
Belle Lobby	James Ledman, MD	Mr. & Mrs. Theodore Faxon
Belle Lobby	1972 Construction & Renovation Program	Board of Trustees
Belle Lobby	Jacqueline Davis	
Belle Lobby	1982-85 Construction & Renovation Program	Board of Trustees
Belle Lobby	Bill & Colette Townsend	
Belle Lobby	Harold Gustin	Family & Friends
Belle Lobby	Ray & Viola Piess (Honor)	
Belle Lobby	Mr. & Mrs. Anthony Rini (Honor)	
Belle Lobby	Paul Harvey Carrell, MD (Honor)	Mr. & Mrs. John Kirk
Belle Lobby	Employees' support of Building Campaign (Honor)	Lakewood Hospital
Belle Lobby	F. Wilson Chockley, Jr. (Honor)	LHF
Belle Lobby	Marian K. VanLuit	
Belle Lobby	Children's Board Courtyard (Honor)	
Belle Lobby	Hospital's Corp of Volunteers (Honor)	LHF

Belle Lobby	Louis P. Smith	
Belle Lobby	Mrs. Doris Gamble (Hemmy)	
Belle Lobby	Elizabeth Kirk	Family
Belle Lobby	Mr. & Mrs. Earl Foster	
Belle Lobby	Mrs. Ardis Yowler	Family & Friends
Belle Lobby	Mildred M. & Walter J. Rubin	
Belle Lobby	Arthur Frey	LIFE
Belle Lobby	Ralph Briggs	LIFE
Belle Lobby	William Fairgrieve	LIFE
Belle Lobby Desk	Volunteers with over 50000 hours of service	Volunteer Association
Auditorium	John C. Wasmer Family	
Gift Shop Entrance	Lillian Platt	
Community Health Center Lobby	CHC Campaign 1991	
2B	Oncology Nurses on 2B	Neal O'Donnell Family
Across from Cafe	Comprehensive Dinner Recognition 2006	
Emergency Room Lobby	ER Campaign 2002	
2B	Nurses of 2B	Family of Patsy Talbert
Surgical Waiting Area	George & Helen Hall	Cushman & Carol Hall
Surgical Waiting Area	John Callinan, MD	Department of Pulmonary Medicine
Surgery	Norman William Theissen, MD	Members of Medical Staff

ICU Waiting Area	Dr. & Mrs. Larry Hammeburg (Honor)	Sara H. Linds
4B-1900m 423	Senior Patients	Women's Board
SNF-1000m 463	Laverne & Lloyd Douglas	
4F-1900m 481	Dr. T. Rey Rivera	Emmanuel & Irene Vestilou
Basement	Dr. Lee Grulker (portrait)	
3 rd Floor Atrium	Flower Market Painting	Dr. & Mrs. Robert Kapp
3 rd Floor Atrium	Sunflower and Glass Blocks Painting	Mrs. John L. Callinan & Friends
1B Lounge	Late Afternoon Painting	Mrs. Helen Libbens & Family
Belle Lobby Lounge	Study of White Roses	Mr. Mark Teister
Basement	Dr. Russell Crawford (portrait)	

Exhibit F
Termination of 1996 Definitive Agreement

AGREEMENT TO TERMINATE DEFINITIVE AGREEMENT

THIS AGREEMENT TO TERMINATE DEFINITIVE AGREEMENT (this "Termination Agreement") is effective as of the 21st day of December, 2015 (the "Effective Date") by and between THE CLEVELAND CLINIC FOUNDATION, an Ohio nonprofit corporation (the "Clinic"), and LAKEWOOD HOSPITAL ASSOCIATION, an Ohio nonprofit corporation ("LHA").

R E C I T A L S

- A. The Clinic and LHA entered into an Definitive Agreement executed on December 19, 1996, in connection with Lakewood Hospital, a community hospital located in the City of Lakewood that provides hospital and health care services to residents of the City of Lakewood and its surrounding communities;
- B. This Termination Agreement is an Ancillary Agreement required by the Master Agreement Among City of Lakewood , LHA, and the Clinic effective as of the Effective Date (the "Master Agreement"); and
- C. Subject to the terms and conditions hereinafter set forth, the parties desire to terminate and cancel the Definitive Agreement and any continuing obligations described therein effective as of the Effective Date and to release each other from their respective obligations under the Lease.

A G R E E M E N T S

IN CONSIDERATION of the foregoing Recitals and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Termination. The Definitive Agreement shall be, and is, hereby terminated and cancelled in its entirety effective as of the Effective Date and the Clinic and LHA hereby forever release and discharge each other from all of their respective obligations and claims arising under, or in connection with the Definitive Agreement. LHA and the Clinic specifically agree and acknowledge that, notwithstanding any language to the contrary in the Definitive Agreement, none of their respective obligations or claims, including those originally intended to survive the termination thereof, survive this termination of the Definitive Agreement.
- 2. Binding Effect. All of the terms and provisions of this Termination Agreement shall inure to the benefit of, be enforceable by and be binding upon the parties hereto and their respective heirs and personal representatives, successors and assigns.

3. Miscellaneous. This Termination Agreement may be executed in any one or more counterparts, all of which taken together shall constitute one instrument. This Termination Agreement shall be governed by and construed under the laws of the State of Ohio. Each party shall cooperate and take such action and execute such other and further documents as reasonably may be requested from time to time after the Effective Date by any other party to carry out the terms and provisions and intent of this Termination Agreement.

4. Entire Agreement. This Termination Agreement contains the entire agreement between the parties hereto as to the subject matter hereof, and it is understood and agreed that there are no other covenants, representations or warranties other than those contained herein, in the documents referred to herein, and in the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the 21st day of December, 2015.

THE CLEVELAND CLINIC
FOUNDATION

By: _____

Print Name: _____

Its: _____

LAKWOOD HOSPITAL ASSOCIATION

By: _____

Print Name: _____

Its: _____

Exhibit G
FHC Site Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of the ____ day of December, 2015 (the "Effective Date"), by and between the City of Lakewood, Ohio, a municipal corporation and political subdivision in and of the State of Ohio ("Seller"), and The Cleveland Clinic Foundation, an Ohio non-profit corporation ("Buyer").

RECITALS

- A. Buyer and Seller are parties to that certain Master Agreement dated as of December __, 2015 (the "Master Agreement") by and among Buyer, Seller and Lakewood Hospital Association ("LHA").
- B. Pursuant to the Master Agreement, Seller has agreed to sell and convey to Buyer, and Buyer has agreed to purchase from Seller, in accordance with the terms and conditions of this Agreement, that property located in Lakewood, Ohio, as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. **The Property.** Upon and subject to the terms and conditions contained herein, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the following (collectively, the "Property"):

(a) the land depicted on Schedule 1(a) attached hereto, located in the City of Lakewood, County of Cuyahoga, State of Ohio, together with all easements, rights and privileges appurtenant thereto, and all of Seller's right, title and interest, if any, in and to any land lying in the bed of any street, avenue or alley, open or closed, in front of, abutting or adjoining such parcel of real property (the "Land")¹;

(b) all improvements of every kind and description located on the Land, including, without limitation, all buildings and structures located thereon, together with all building fixtures and appurtenances located in and affixed to such improvements on the date hereof (collectively, the "Improvements"); and

¹ The parties acknowledge that the Land as depicted on Schedule 1(a) does not consist of current conveyable parcels. Seller shall, at its cost and expense, commission a survey of the site and cause a lot split/consolidation plat to be prepared in order to create one tax parcel and legal description which will be used for purpose of the Deed. The closing will be conditioned upon receipt of any necessary approvals for lot splits and/or consolidations (the "Lot Split Approval").

(c) all warranties, guarantees, permits, licenses, architectural and engineering plans and reports, books, records, financial data, computer data, tenant files, and other files and documents owned by Seller to the extent relating to the use, operation, maintenance or repair of the Land or the Improvements (collectively, the "Warranties and Documents").

2. **Purchase Price.** Buyer shall pay to Seller as the total purchase price (the "Purchase Price") for the Property the sum of _____ Dollars (\$ _____), which shall be payable at Closing (defined below). [NOTE: FMV OF VACANT LAND TO BE DETERMINED BY APPRAISAL.]

(a) The Purchase Price shall be deposited with the Escrow Agent (defined below) not later than 11:00 A.M. (local time within the time zone in which the Property is located) on the Closing Date (defined below) in immediately available federal funds, subject to the adjustments and prorations hereinafter provided. It shall not be a condition to Buyer's obligation to consummate the transaction contemplated by this Agreement that Buyer obtain financing for all or any portion of the Purchase Price.

(b) For the purposes hereof, the term "Escrow Agent" means the Cleveland office of First American Title Insurance Company; attention: LeAnn Davis; telephone number: 216.802.3505; email: LeaDavis@firstam.com. The "Escrow Agent" shall also serve as the "Title Company" for purposes of this Agreement. This Agreement shall serve as escrow instructions, together with Escrow Agent's standard conditions of acceptance of escrow (the "Standard Conditions of Escrow"); provided, however, that in the event of any inconsistency between the Standard Conditions of Escrow and this Agreement, this Agreement shall govern and control. For the purposes hereof, the term "Business Day" means all days, excluding (i) Saturday and Sunday, and (ii) any day that is a national holiday in the United States or a state holiday in the State in which the Land is located.

3. **Condition of Property; Inspection.** (a) Buyer acknowledges and agrees that, except as otherwise set forth in this Agreement, including the representations set forth in Section 7 of this Agreement, (i) Seller has made no representation or warranty whatsoever, express or implied, as to the condition, quantity or quality of the Property, or any portion thereof, and (ii) Buyer agrees to accept the Property and all portions thereof in "AS IS" condition as of the date hereof, subject to ordinary wear and tear and damage by casualty.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" BASIS IN ITS CURRENT CONDITION, INCLUDING ALL ZONING, SUBDIVISION, AND ENVIRONMENTAL CONDITIONS, AND SELLER DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT. EXCEPT FOR LIABILITY ARISING FROM BREACH OF SUCH REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT, BUYER HEREBY RELEASES SELLER FROM ANY AND ALL LIABILITY

RELATING TO THIS PROPERTY, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL CONDITIONS. Buyer hereby acknowledges, agrees, represents and warrants to Seller that various factual matters unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities that are currently unknown and unanticipated to or by Buyer, and Buyer further acknowledges, agrees, represents and warrants to Seller that the waivers and releases given herein have been negotiated by the parties and agreed to by Buyer notwithstanding any such lack of knowledge of or anticipation by Buyer, and that Buyer nevertheless hereby releases, discharges and acquits, Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses and other claims and liabilities. The provisions of this Section 3(b) shall survive, without time limitation, the Closing or any termination of this Agreement without a Closing, and shall not merge with the Deed (defined below) or any other document to be delivered at Closing.

4. **Conveyance Documents** Seller shall convey to Buyer (a) the Land and the Improvements by quitclaim deed in the form of Schedule 4(a) attached hereto (the "Deed"), and (b) the Warranties and Documents by general assignment in the form of Schedule 4(b) attached hereto (the "**General Assignment**").

5. **Title**. (a) It shall be a condition to Buyer's obligation to consummate the transaction contemplated hereby that, upon the recording of the Deed, the Title Company shall issue to Buyer an ALTA Owner's Policy of Title Insurance (2006 Form), with an effective date and time as of the date and time of the recording of the Deed (the "Title Policy") in the amount of the Purchase Price, insuring title to the Land and Improvements in Buyer, free and clear of all encumbrances other than the Permitted Exceptions (defined below) with customary endorsements as reasonably requested by Buyer. Seller agrees to deliver to the Title Company, on or prior to Closing Date, any affidavit reasonably required by the Title Company to cause the Title Company to delete the so-called "standard exceptions" from the Title Policy (the "Title Company Affidavit").

(b) For the purposes hereof, the term "Permitted Exceptions" means (i) real estate taxes and assessments which are a lien but not yet due and payable, (ii) building and zoning ordinances and regulations, (iii) any matters disclosed on the Title Commitment dated November 13, 2015 (the "Commitment"), a copy of which has been delivered to Buyer, and (v) the Leases (defined below), any other occupancy agreements and any rights of parties in possession.

6. **Warranties and Representations of Buyer**. Buyer hereby represents and warrants to Seller as follows as of the Effective Date and as of the Closing Date:

(a) **Organization; Authority**. Buyer is a duly formed and validly existing non-profit corporation under the laws of the State of Ohio. Buyer has the legal power, right and authority to enter into this Agreement and to execute and deliver the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(b) **Due Authorization; Binding Agreement**. The execution, delivery and performance of this Agreement by Buyer has been duly and validly authorized by all necessary action of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes

the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with the terms hereof, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights. Buyer has taken all actions required to be taken under the laws of the State of Ohio and under Buyer's articles of incorporation and by-laws or articles of organization and operating agreement, as the case may be, to approve or authorize the execution and delivery of this Agreement and consummation of the transaction contemplated by this Agreement.

(c) Authority to Close. Buyer is acting as principal in this transaction with authority to close the transaction.

7. Warranties and Representations of Seller. Seller hereby represents and warrants to Buyer as follows as of the Effective Date and as of the Closing Date:

(a) Organization; Authority. Seller is a duly formed and validly existing municipal corporation and political subdivision under the laws of the State of Ohio. Seller has the legal power, right and authority to enter into this Agreement and to execute and deliver the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(b) Due Authorization; Binding Agreement. The execution, delivery and performance of this Agreement by Seller has been duly and validly authorized by all necessary action of Seller. This Agreement has been duly executed and delivered by Seller, and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with the terms hereof, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights. Seller has taken all actions required to be taken under the laws of the State of Ohio and under Seller's articles of incorporation and by-laws or articles of organization and operating agreement, as the case may be, to approve or authorize the execution and delivery of this Agreement and consummation of the transaction contemplated by this Agreement.

(c) Non-Foreign Status. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code (the "Code") and is not a "foreign partner" within the meaning of Section 1446 of the Code.

8. Closing. (a) The closing of the transactions contemplated hereby (the "Closing") shall take place in escrow on a date mutually agreeable to Seller and Buyer not later than five (5) days following receipt of the Lot Split Approval, or on such other date as may be established in accordance with the provisions of this Agreement or otherwise agreed to by the parties in writing (the closing date, as the same may be so adjusted or extended, is herein referred to as the "Closing Date").

(b) Purchaser's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction at or prior to the Closing of each of the following conditions:

(i) As provided by Section 16, effective as of Closing, LHA has assigned the Leases to Buyer, the rents have been prorated and any security deposits have been delivered to Buyer; and

(ii) No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any governmental authority of competent jurisdiction shall be in effect as of the Closing which restrains or prohibits the transfer of the Property or the consummation of any other transaction contemplated hereby.

(c) Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction at or prior to the Closing of the following condition:

(i) No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any governmental authority of competent jurisdiction shall be in effect as of the Closing which restrains or prohibits the transfer of the Property or the consummation of any other transaction contemplated hereby.

(d) Seller and Buyer hereby appoint the Escrow Agent to act as escrow agent for the Closing of this transaction. A signed counterpart of this document shall serve as the escrow instructions to the Escrow Agent.

(e) On the Closing Date, and provided that Buyer simultaneously performs its obligations hereunder, Seller shall deposit with the Escrow Agent all of the items listed below, properly executed by Seller, as applicable:

(i) the Deed;

(ii) the General Assignment;

(iii) an executed copy of the Closing Statement referred to in Section 9(d) below;

(iv) the Title Company Affidavit in favor of the Title Company pursuant to Section 5(a) above;

(v) any other documents or instruments required by the terms of this Agreement.

(f) On the Closing Date, and provided that Seller simultaneously performs its obligations hereunder, Buyer shall deposit with the Escrow Agent all of the items listed below, properly executed by Buyer, as applicable:

(i) the Purchase Price, subject to the adjustments and prorations as hereinafter provided;

(ii) an executed copy of the Closing Statement referred to in Section 9(d); and

(iii) a real property conveyance fee statement and all other documents or items required by the terms of this Agreement.

(g) On the Closing Date, the Escrow Agent shall complete this transaction by:

(i) causing the Deed to be filed for record with the Cuyahoga County Recorder;

(ii) issuing the Title Policy to Buyer;

(iii) charging Buyer and Seller for those costs and expenses to be paid by each;

(iv) delivering to each party the documents to be delivered to Buyer and Seller, respectively, and disbursing the Purchase Price to Seller, after deducting any sums, charges and prorations as required hereunder; and

(v) preparing and forwarding to each party one signed copy of the Closing Statement showing all of the receipts and disbursements of the escrow.

(h) In the event the Escrow Agent is unable to simultaneously perform all of the instructions set forth above, it shall so notify Buyer and Seller and retain all funds and documents in its possession pending receipt of further instructions jointly issued by Buyer and Seller.

9. Expenses. (a) Provided the Closing occurs pursuant to Section 8 hereof, Buyer shall pay (i) the cost of the title examination of the Property and issuance of and updates to the Commitment, the premium charge for the Title Policy and the cost of any endorsements requested by Buyer, (ii) the cost of any survey that Buyer may elect to obtain with respect to the Property, (iii) all recording costs to record the Deed, (iv) all escrow fees, and (v) all real estate conveyance fees.

(b) The Escrow Agent shall prorate real estate taxes and assessments, both general and special ("Taxes"), if any, and any utility and related charges accruing during Seller's ownership of the Property, in accordance with Section 10 below.

(c) Each party shall bear its own legal expenses incurred in connection with the negotiation, documentation and Closing of this transaction.

(d) The Escrow Agent shall prepare and deliver to the parties, prior to the Closing Date, a proposed escrow settlement statement ("Closing Statement") in reasonable detail reflecting the prorations and adjustments to be made on the Closing Date pursuant to this Section 9 and Section 10, which Closing Statement shall be subject to the approval of each of Buyer and Seller.

10. **Prorations, Apportionments and Payments.** On the Closing Date, Seller shall cause to be paid any Taxes relating to the Property which are then due and payable. Taxes relating to the period prior to the Closing Date which are not due and payable until after the Closing Date shall be prorated between the parties by the Escrow Agent as of the Closing Date, based upon the latest available tax bill; any taxes paid in advance for any period following the Closing Date shall also be prorated by the Escrow Agent based upon actual Taxes paid. On the Closing Date, Seller shall also cause to be paid any and all utility and related charges accruing during its ownership of the Property.

11. **Possession.** Possession of the Property shall be delivered by Seller to Buyer on the Closing Date, subject to the Permitted Exceptions.

12. **Notices.** (a) All notices, requests and other communications hereunder shall be in writing and shall be (i) personally delivered, (ii) sent by national overnight delivery service (with evidence of delivery), or (iii) sent by facsimile or other electronic transmission with concurrent delivery by overnight delivery service (with evidence of delivery), addressed to the following addresses, or to such other address of which Seller or Buyer shall have given notice to the other as herein provided:

If to Seller, to: City of Lakewood
Lakewood City Hall
12650 Detroit Avenue
Lakewood, Ohio 44107
Attn: Mayor of Lakewood

With a copy to: City of Lakewood
Lakewood Law Department
12650 Detroit Avenue
Lakewood, Ohio 44107
Attn: Kevin M. Butler, Director of Law

And a copy to: Thompson Hine LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114
Attn: Robyn Minter Smyers, Esq.

If to Buyer, to: The Cleveland Clinic Foundation
Office of the Chief Executive Officer and President
9500 Euclid Avenue
Cleveland, OH 44195
Attn: Delos M. Cosgrove, M.D., Chief Executive Officer and President

With a copy to: The Cleveland Clinic Foundation
Law Department
3050 Science Park Drive, AC3-21
Beachwood, Ohio 44122
Attn: David W. Rowan, Chief Legal Officer

And a copy to: Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114
Attn: Jeffrey L. Kapp and William A. Herzberger

or at such other address as may be designated by either of the parties in a written notice given in accordance with the provisions of this Section.

(b) All such notices, requests and other communications shall be deemed to have been sufficiently given and received for all purposes hereof on the date of actual receipt thereof, or on the date of refusal of delivery by the addressee.

13. **Remedies.** (a) If either party defaults in the performance of its obligations hereunder, the non-defaulting party shall have the rights and remedies available to it under the Master Agreement.

(b) No failure by either party to insist upon strict performance by the other party of any provision hereof shall constitute a waiver of strict performance thereof, and no express waiver shall be deemed to apply to any other existing or subsequent failure of performance whether similar or dissimilar.

(c) No delay or omission by either party to exercise any right accruing to either party upon any such failure by the other party shall impair any such right of the non-failing party or be construed as a waiver of such failure or any acquiescence therein.

14. **Broker Fees.** Each of Seller and Buyer hereby represents and warrants to the other that it has not dealt with any real estate broker or agent in connection with this transaction.

15. **Miscellaneous(a) Modification/Amendment.** None of the provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(b) **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, Seller and Buyer and their respective successors and assigns and no other person shall be a third party beneficiary under, or have any rights or remedies under or with respect to, this Agreement; provided, that Buyer shall not transfer or assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion, and any attempt to do so without such consent shall be void and confer no rights upon any third person; and provided further, however, that with prior written notification but without the consent of Seller, Buyer may assign its rights under this

Agreement to an Affiliate (defined below) of Buyer, or Buyer may designate an Affiliate to be the grantee(s) under the Deed and all other instruments of transfer related thereto or contemplated by this Agreement. Notwithstanding any such assignment, Buyer shall nevertheless remain liable for all of its assignees obligations hereunder. If Buyer shall make such assignment prior to Closing, Buyer shall deliver to Seller a copy of each instrument effecting any assignment by Buyer to such Affiliate, together with an agreement of the assignee(s) assuming all of the terms and conditions of this Agreement to be performed by it, in form reasonably satisfactory to Seller. For the purposes thereof, the term "Affiliate" means with respect to any party to this Agreement, any other person which controls, is controlled by or is under common control with such person, whether by ownership of equity interests or voting power.

(c) Governing Law; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Ohio. The parties hereby waive any right to trial by jury. In the event that either party hereto shall commence litigation against the other in connection herewith, the losing party in such action shall reimburse the reasonable attorneys' fees of the prevailing party in such action. If one party prevails on certain claims but the other party prevails on other claims, the award of attorney fees shall be determined at the discretion of the court.

(d) Interpretation. All Section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provisions hereof or thereof. The term "including," when used in this Agreement, means "including, without limitation," and shall be construed as a term of illustration, and not a term of limitation. Whenever reference is made to a number of "days" in the computation of time hereunder, such reference shall mean "calendar days" unless otherwise indicated. Wherever any period of time is specified herein for the taking of any action or the giving of any notice, the period shall be computed by excluding the day upon which the period is specified to commence and including the last day of the period specified. Whenever the time for performance of an obligation occurs or expires on a day other than a Business Day, the time for performance thereof shall be extended to the next Business Day.

(e) Time. Time is of the essence in the performance of each and every term, condition and covenant contained in this Agreement.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which together shall form a single instrument. The execution of this Agreement by facsimile or other electronic form (e.g. PDF) of signature shall be binding and enforceable as an original; provided, that any party delivering a facsimile or electronic document shall thereafter execute and deliver to the other party an original instrument, as soon as reasonably possible thereafter.

(g) Reporting. The Escrow Agent is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4, if applicable. Following the Closing, Buyer shall cause to be filed a Form 1099 information return (or other applicable form) by the date required by Law. Seller shall cooperate with Buyer in connection with all real estate reporting requirements. This Section shall survive the Closing.

(h) Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that each of Seller and Buyer have contributed substantially and materially to the preparation of this Agreement.

(i) Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(j) Further Assurances. Subject to the express terms and conditions of this Agreement, each party shall take such actions and provide to the other such assurances as may be reasonably requested to consummate the transactions contemplated hereby, including providing such further documents or instruments reasonably requested by the other party as may be reasonably necessary to effect the purpose of this Agreement and carry out its provisions. The provisions of this Section shall not operate to expand or enlarge the specific obligations of either Buyer or Seller expressly set forth in this Agreement.

(k) Survival. The parties agree that, except as otherwise specifically provided herein, each of the covenants, representations and warranties set forth in this Agreement shall not merge with the deed and shall survive the Closing for a period of six (6) months.

16. **Tenant Leases**. The Property is currently encumbered by the 1996 Lease (as defined in the Master Agreement) under which Seller leases the Property, along with additional properties, to LHA. At Closing, Seller and LHA shall cause the 1996 Lease to be terminated as it affects the Property (it being acknowledged that the 1996 Lease may continue, as contemplated by the Master Agreement, with respect to other properties leased thereunder). Buyer acknowledges that the Property currently is encumbered by subleases (the "Leases") and at Closing, (a) LHA will assign the Leases to Buyer, pursuant to the terms of the Master Agreement, (b) any rent paid or payable by tenants under the Leases in connection with their occupancy of the Property shall be prorated, and (c) any security deposits held by LHA under the Leases shall be delivered to Buyer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Buyer and Seller have each caused this Agreement to be duly executed as of the Effective Date.

SELLER:

CITY OF LAKEWOOD, OHIO,
a municipal corporation and political subdivision in
and of the State of Ohio

By: _____
Name: _____
Title: _____

BUYER:

THE CLEVELAND CLINIC FOUNDATION,
a non-profit corporation

By: _____
Name: _____
Title: _____

The undersigned Escrow Agent hereby agrees to be bound by the provisions of this Agreement which are applicable to Escrow Agent.

FIRST AMERICAN TITLE INSURANCE COMPANY

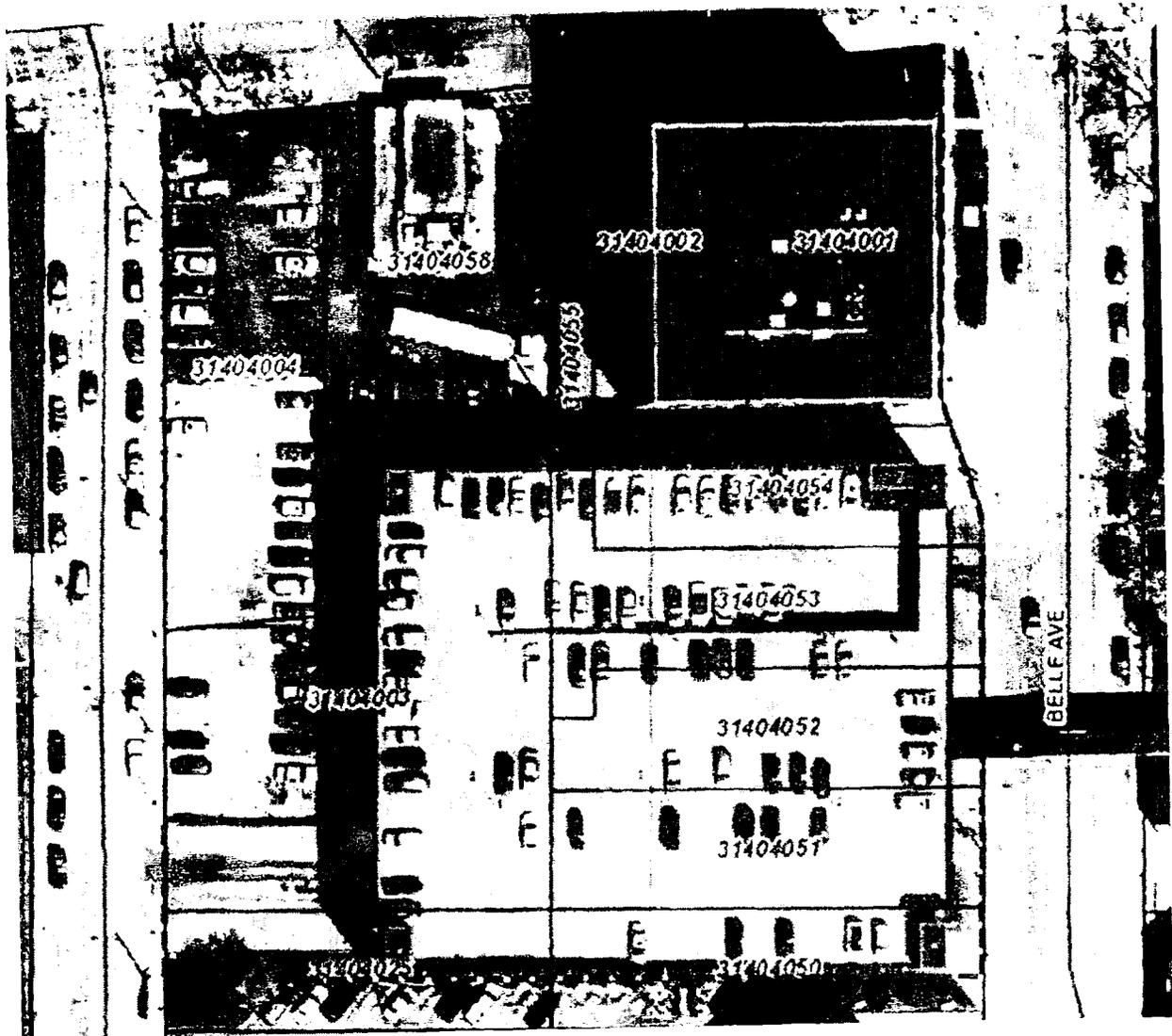
By: _____
Name: LeAnn Davis
Title: Underwriting Counsel and Commercial Escrow Officer

LIST OF SCHEDULES

- Schedule - 1(a) Legal Description of the Land
- Schedule - 4(a) Form of Deed
- Schedule - 4(b) Form of General Assignment

Schedule 1(a)

Depiction of the Land



Schedule 4(a)

Form of Deed

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the **CITY OF LAKEWOOD, OHIO**, a municipal corporation and political subdivision in and of the State of Ohio ("Grantor"), for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents absolutely grant, bargain, sell and convey unto **THE CLEVELAND CLINIC FOUNDATION**, an Ohio non-profit corporation ("Grantee"), whose tax mailing address is _____, the real property located in the City of Lakewood, County of Cuyahoga, State of Ohio, and more fully described on Exhibit A attached hereto and made a part hereof by reference (the "Land"), together with all buildings, fixtures and improvements thereon and all easements, rights and hereditaments appurtenant thereto (collectively, the "Improvements"; the Land and Improvements are collectively referred to herein as the "Property").

The Property is conveyed subject to the repurchase option described on Exhibit B attached hereto and made a part hereof by this reference. The Repurchase Option (as defined in Exhibit B), subject to the terms thereof, shall (i) run with the land, (ii) be binding upon Grantee and Grantee's heirs, personal representatives, successors and assigns, and (iii) inure to the benefit of and be enforceable by actions at law or in equity by Grantor or Grantor's successors. By accepting this Quitclaim Deed, Grantee agrees to be bound by the provisions of the Repurchase Option.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, forever.

[signatures appear on following page]

EXHIBIT B

Repurchase Option

If Grantee no longer wishes to own and operate the Cleveland Clinic Family Health Center which Grantee has constructed upon the Property, Grantor shall have the option to repurchase the Land and Improvements or only the Land (the "Repurchase Option") upon the following terms and conditions:

1. Grantee shall provide a written offer to Grantor to convey the Property to Grantor. Grantor shall have a period of thirty (30) days after the determination of Fair Market Value (defined below) pursuant to Section 7 below, to notify Grantee in writing that Grantor has elected (a) not to exercise the Repurchase Option; (b) to exercise the Repurchase Option as to the Land and Improvements, in which event the purchase price shall be the Fair Market Value of the Land and Improvements; or (c) to exercise the Repurchase Option as to the Land only, in which event the purchase price shall be the lesser of (i) the price paid by Grantee to acquire the Land and (ii) the Fair Market Value of the Land. The purchase price to be paid by Grantor pursuant to this Section 1 is hereinafter referred to as the "Option Price". If Grantee fails to respond within the thirty (30)-day period described above, Grantee shall be deemed to have elected not to exercise the Repurchase Option. In the event that Grantor has not elected (or has been deemed to have not elected) to exercise the Repurchase Option, (x) Grantee shall be free to market and sell the Property to a third party and this Repurchase Option shall terminate and be of no further force and effect upon the closing of any such sale, unless Grantee shall not have closed a sale of the Property to an unrelated third party within two (2) years of such election (or deemed election), in which event this Repurchase Option shall be reinstated and, thereafter, Grantee will be required to once again comply with the terms of this provision, and (y) Grantor agrees, at or upon the closing of any sale of the Property by Grantee to an unrelated third party, to execute and deliver to Grantee an instrument (in recordable form) evidencing the termination of the Repurchase Option.
2. If Grantor elects to exercise the Repurchase Option pursuant to Section 1(b), title to Property shall be conveyed to Grantor by quitclaim deed, subject only to (a) taxes and assessments, both general and special, that are a lien but are not then due and payable; (b) zoning ordinances, if any; (c) reasonable easements and covenants; (d) matters of record that are in existence on the date of this Quitclaim Deed; and (e) such other encumbrances as may be approved in writing by Grantor.
3. If Grantor elects to exercise the Repurchase Option pursuant to Section 1(c), title to the Land shall be conveyed to Grantor as provided in Section 2 above, and Grantor shall enter into a ground lease for the Improvements with Grantee or a third party purchaser of the Improvements upon commercially reasonable terms and at a rent not to exceed Fair Market Value (the "Ground Lease"). The Ground Lease shall, without limitation, contain provisions permitting the mortgaging of the tenant's interest in the Ground Lease along with market protections in favor of the tenant's lender.

4. If Grantor exercises the Repurchase Option, Grantor may, at its sole cost and expense, obtain as of the date of transfer of title an ALTA Owner's Fee Policy of Title Insurance (the "Title Policy") in the amount of the Option Price and issued by a title company specified by Grantor (the "Title Company") insuring fee simple indefeasible and marketable title to be vested in Grantor subject only to the matters set forth in Section 2.
5. If the Repurchase Option is so exercised, all funds and documents necessary to convey title to the Land and/or the Property and the Ground Lease, if applicable, shall be deposited in escrow with the Title Company within sixty (60) days following the exercise of the Repurchase Option. On the condition that the Title Company can and will issue the Title Policy as specified above, the Title Company shall complete the transaction within such sixty (60)-day period upon receipt of all funds and documents. If a defect in title appears which is not permitted hereunder, Grantee shall have thirty (30) days after actual notice of such defect to cause such defect to be removed. If the defect is not removed, then Grantor shall have the right, at its option, to either (a) proceed with the closing of the acquisition without reduction of the Option Price or (b) revoke the exercise of the Repurchase Option, whereupon all funds and documents deposited in escrow shall be returned to the depositing party and all escrow fees and other charges incurred in anticipation of transfer of title to Grantor shall be paid or satisfied by Grantee.
6. The Title Company shall charge Grantee and pay out of escrow all recording fees for documents to cure title defects, conveyance tax and transfer fee and one-half of the escrow fee. The Title Company shall charge Grantor the fee for filing the deed for record, the Title Policy premium, and the remaining one-half of the escrow fee. On the closing date, Grantee shall cause to be paid any real estate taxes and assessments, both general and special ("Taxes") relating to the Property which are then due and payable. Taxes relating to the period prior to the closing date which are not due and payable until after the closing date shall be prorated between the parties by the Title Company as of the closing date, based upon the latest available tax bill; any taxes paid in advance for any period following the closing date shall also be prorated by the Title company based upon actual Taxes paid. On the closing date, Grantee shall also cause to be paid any and all utility and related charges accruing during its ownership of the Property.
7. For the purposes of the Repurchase Option, "Fair Market Value" shall mean the fair market value of the Land, the Property or a ground leasehold estate, as applicable, as determined pursuant to the following procedure:
 - a. Within a ten (10) day period after Grantee notifies Grantor of its desire to market the Property to an unrelated third party, the parties shall confer and attempt to reach agreement as to Fair Market Value. In the event Grantor and Grantee cannot within the ten (10) day conference period reach a determination of Fair Market Value, then, within ten (10) days after such ten (10) day conference period, Grantor and Grantee will each select and retain an appraiser, with the qualifications set forth below. Each selected appraiser will be paid by the party employing the appraiser and will furnish each party a written appraisal within thirty (30) days of being retained. If the appraisals of the two (2) selected appraisers are within ten percent (10%) of each other, Fair Market Value will be

the average of the two appraisals and such amount shall be the Option Price (or the ground lease rent, as applicable). If the two (2) selected appraisers do not agree within ten percent (10%) on a Fair Market Value, then a third independent appraiser, with the qualifications set forth below, will be appointed within ten (10) days by the two (2) selected appraisers. The appointed appraiser will be paid equally by each party and will independently appraise the Land, the Property and the ground leasehold estate, as applicable, and submit a written appraisal within thirty (30) days to each party. Fair Market Value will be determined by averaging the two (2) most close in value appraisals of the three (3) appraisers and such amount will be the Option Price (or the ground lease rent, as applicable).

- b. If either party shall fail or refuse to select an appraiser when required under the provisions of Section 7(a), then the determination of Fair Market Value made by the appraiser selected by the other party shall be binding on both parties and shall be the Option Price (or the ground lease rent, as applicable). If the appraisers selected by the parties shall fail or refuse to agree upon the appointment of a third appraiser when required under the provisions of this Section, then each party will cause the appraiser selected by it to supply the name of one (1) independent appraiser, with the qualifications set forth below, and a representative of Grantor shall draw one (1) name of the two (2) provided, in the presence of a representative of Grantee. In the event the appraiser selected by only one (1) party supplies the name of an independent appraiser when required under the provisions of this Section, the independent appraiser named by such appraiser shall be the appointed third appraiser.
- c. Each appraiser referred to above shall be independent and shall be certified as an MAI appraiser and shall have had at least ten years' experience within the previous twenty years as a real estate appraiser working with commercial properties within the metropolitan area where the Property is located, with knowledge of market values and practices. The third appraiser shall be deemed "independent" if that appraiser has not previously acted in any capacity for either party in connection with the Property within the preceding two (2) years.

Schedule 4(b)

Form of General Assignment

GENERAL ASSIGNMENT

This General Assignment (the “**Assignment**”) is executed as of _____, 2016, by **CITY OF LAKEWOOD, OHIO**, a municipal corporation and political subdivision in and of the State of Ohio (“**Assignor**”), in favor of **THE CLEVELAND CLINIC FOUNDATION**, an Ohio nonprofit corporation (“**Assignee**”).

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement entered into as of the ___ day of December, 2015 (the “**Purchase Agreement**”).

B. Pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee, all its right, title and interest in the Warranties and Documents (as defined in the Purchase Agreement). This Assignment is being entered into to effectuate the assignment of such items.

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignors and Assignee hereby agree as follow:

1. Assignment. Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor’s right, title and interest in and to the Warranties and Documents. Assignee acknowledges that the Warranties and Documents shall be assigned to Assignee “as is” “where is” and “with all faults” and Assignor disclaims any representations, express or implied, with respect to the Warranties and Documents.

2. Further Assurances. Assignor agrees to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Assignment.

3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

4. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this General Assignment as of the date first written above.

ASSIGNOR:

CITY OF LAKEWOOD, OHIO,

a municipal corporation and political subdivision in
and of the State of Ohio

By: _____

Name: _____

Title: _____

ASSIGNEE:

THE CLEVELAND CLINIC FOUNDATION,

a non-profit corporation

By: _____

Name: _____

Title: _____

Exhibit H
850 Columbia Road Sale Agreement

850 COLUMBIA ROAD SALE AGREEMENT

THIS 850 COLUMBIA ROAD SALE AGREEMENT (this “**Agreement**”) is made and dated as of _____, 2015 (the “**Effective Date**”), by and between Lakewood Hospital Association, an Ohio nonprofit corporation (“**Seller**”), and The Cleveland Clinic Foundation, an Ohio nonprofit corporation (together with its respective successors and assigns, “**Purchaser**”).

RECITALS

WHEREAS, Seller is the owner of a professional medical services building that has tenants who provide health care services to residents of the City of Westlake, Ohio and its surrounding communities;

WHEREAS, contemporaneously with the execution of this Agreement, Seller, Purchaser, and the City of Lakewood, Ohio (the “**City**”) are entering into that certain Master Agreement regarding the future of health care services in the Lakewood community (the “**Master Agreement**”);

WHEREAS, this Agreement is an Ancillary Agreement required by the Master Agreement; and

WHEREAS, the Master Agreement provides that Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Property (defined below), all upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in reliance upon the representations and warranties contained herein, the parties hereto covenant and agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall have the following designated meanings:

“**Agreement**” has the meaning set forth in the introductory paragraph hereof.

“**Applicable Law**” means all statutes, laws, common law, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, board of fire underwriters and similar quasi-governmental agencies or entities, and any judgment, injunction, order, directive, decree or other judicial or regulatory requirement of any court or Governmental Authority of competent jurisdiction affecting or relating to the Person or Property in question.

“**Bill of Sale**” has the meaning set forth in Section 3.2(b) hereof.

“**Business Day**” means any day, other than a Saturday, Sunday or “legal holiday.”

“**Claim Notice**” has the meaning set forth in Section 5.3(d) hereof.

“**Closing**” has the meaning set forth in Section 3.1 hereof.

“**Closing Date**” means a date mutually agreeable to Seller and Purchaser for the Closing, not later than thirty (30) days following the Effective Date; provided, however, that Purchaser, by not less than five (5) days’ advance notice to Seller, may elect to accelerate the Closing to no later than December 31, 2015.

“**Deed**” has the meaning set forth in Section 3.2(a) hereof.

“**Escrow Agent**” shall mean Surety Title Agency, Inc., 526 Superior Ave, Cleveland, Ohio 44114.

“**Governmental Authority**” shall mean any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

“**Improvements**” means Seller’s right, title and interest in and to any buildings, structures, fixtures and improvements on the Land.

“**Land**” means Seller’s right, title and interest in and to the real property more particularly described on Exhibit A attached hereto, together with all and singular the rights and appurtenances pertaining to such property, including any right, title and interest in and to adjacent streets, alleys, easements and rights-of-way.

“**Leases**” means all real property leases pertaining to the Improvements or the Land.

“**Liens**” means all liens, charges, claims, security interests, title defects, title exceptions, and other encumbrances (but excluding encumbrances that will be released at Closing by payment and, with respect to recorded encumbrances, by an instrument sufficient to cause such encumbrances to be released of record under applicable law).

“**Losses**” has the meaning set forth in Section 5.3(b) hereof.

“**Master Agreement**” has the meaning set forth in the second WHEREAS clause above.

“**Permitted Exceptions**” means, collectively: (a) Liens of record, (b) exceptions for taxes and other governmental charges and assessments (including special assessments) that are not yet due and payable and any and all supplemental taxes, if any (c) local, county, state and federal laws, ordinances or governmental regulations now or hereafter in effect relating to the

Property, (d) any interests of tenants under the Leases and any tenants in possession, and (e) all matters set forth on Exhibit B to the Deed attached hereto.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, trust, union, association, court, agency, government, tribunal, instrumentality, or other entity or authority.

“**Personal Property**” means any of Seller’s right, title and interest in and to the tangible personal property, including any trade fixtures, equipment or similar property, located upon the Land or within the Improvements on the Closing Date.

“**Property**” means, collectively, the Land, the Improvements, the Personal Property and the Leases.

“**Purchase Price**” has the meaning set forth in Section 2.2 hereof.

“**Purchaser**” has the meaning set forth in the first paragraph hereof.

“**Seller**” has the meaning set forth in the first paragraph hereof.

“**Title Policy**” means an ALTA 2006 owner’s title insurance policy, in the amount of the Purchase Price, issued by the Escrow Agent, as agent for a national title underwriter acceptable to Purchaser, insuring that Purchaser has good and marketable title to the Land free and clear of all Liens other than Permitted Exceptions, with the standard pre-printed exceptions deleted and with customary endorsements as reasonably requested by Purchaser.

ARTICLE 2

THE TRANSACTION

2.1 Purchase and Sale of Property. On the terms and subject to the conditions contained in this Agreement, on the Closing Date, Purchaser shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Purchaser, free and clear of all Liens created by or through Seller, other than Permitted Exceptions, all of Seller’s right, title and interest in and to the Property.

2.2 Purchase Price. The aggregate purchase price (the “Purchase Price”) for the Property shall be cash in an amount equal to \$8,200,000. At Closing, Purchaser shall (i) pay to Seller \$6,800,000 in immediately available funds (after adjusting for prorations and Closing costs in accordance with the terms herein) (the “Initial Proceeds”) and (ii) deliver to Seller a negotiable promissory note in the amount of \$1,400,000 in a form reasonably acceptable to Purchaser (the “Note”). For consideration of certain transactions contemplated by the Master Agreement, Seller hereby directs Purchaser to pay the Initial Proceeds to the City.

ARTICLE 3

THE CLOSING

3.1 Place of Closing. The consummation of the transactions provided for in this Agreement including delivery of the Deeds for recording in the Official Records of Cuyahoga

County, Ohio (the "Closing") shall be an escrow closing through the Escrow Agent on the Closing Date, but subject to satisfaction of all of the conditions to Closing set forth in Article IV hereof, and elsewhere in this Agreement and the Master Agreement.

3.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser the following:

(a) a limited warranty deed in the form attached hereto as Exhibit B (a "Deed"), conveying to Purchaser all of Seller's right, title and interest in and to the Land and Improvements located thereon;

(b) a bill of sale, substantially in the form attached hereto as Exhibit C (a "Bill of Sale"), conveying to Purchaser all of Seller's right, title and interest in and to the Personal Property;

(c) an assignment and assumption of Seller's interest in the Leases (an "Assignment of Leases") duly executed by Seller in substantially the form of Exhibit D attached hereto;

(d) a signed counterpart of the closing statement provided by the Escrow Agent;

(e) [intentionally deleted];

(f) any other documents, instruments and writings (either executed counterparts or otherwise) required or reasonably requested by Purchaser or Escrow Agent to be delivered by Seller pursuant to this Agreement for the due transfer of the Property to Purchaser, free and clear of all Liens, other than Permitted Exceptions, each in form and substance reasonably satisfactory to Purchaser;

(g) to the extent requested by Escrow Agent, (a) evidence sufficient to establish (i) the legal existence of Seller and (ii) the authority of the respective signatories of Seller (or other entity signing on behalf of Seller), and (b) a certificate of good standing of Seller; and

(h) if and to the extent requested by Escrow Agent, an owner's title affidavit and a gap indemnity in a form reasonably acceptable to Escrow Agent in order for the Escrow Agent to be able to issue the Title Policy to Purchaser at Closing.

3.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver the following:

(a) the Purchase Price (after adjusting for prorations and Closing costs in accordance with the terms herein) consisting of (i) \$6,800,000 in cash in immediately available funds and (ii) the Note;

(b) a single counterpart of the closing statement provided by the Escrow Agent;

- (c) the Assignment of Leases duly executed by Purchaser;
- (d) [intentionally deleted];
- (e) any other documents, instruments and writings (either executed counterparts or otherwise) required or reasonably requested by Seller to be delivered by Purchaser pursuant to this Agreement for the due transfer of the Property to Purchaser, free and clear of all Liens, other than Permitted Exceptions, each in form and substance reasonably satisfactory to Purchaser.

3.4 Possession. Seller shall deliver possession of the Property, and Purchaser shall have the right to take possession of the Property, upon Closing, subject to the Leases and tenants in possession.

3.5 Closing Costs. Purchaser shall pay for the preparation of the Deeds, the Bills of Sale, the Assignment of Leases and other closing documents deemed necessary by Purchaser. Purchaser shall pay for any title insurance premiums (including any endorsements) and examination or search fees necessary or in connection with the issuance of the Title Policy, any mortgage or stamp tax, transfer taxes and fees, the costs of a land survey. Other costs associated with the Closing and transactions contemplated under this Agreement shall be allocated as provided elsewhere in this Agreement or the Master Agreement.

ARTICLE 4 **CLOSING CONDITIONS**

Purchaser's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction at or prior to the Closing of each of the following conditions:

- (a) Seller shall have performed all agreements and covenants required by this Agreement to be performed by it prior to or at the Closing Date in all material respects.
- (b) [intentionally deleted].
- (c) All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects.
- (d) No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any Governmental Authority of competent jurisdiction shall be in effect as of the Closing which restrains or prohibits the transfer of the Property or the consummation of any other transaction contemplated hereby.
- (e) Purchaser shall have received all of the documents required to be delivered by Seller under Section 3.2.
- (f) Escrow Agent shall have delivered the Title Policy to Purchaser (or a binding agreement to issue such Title Policy upon payment of the premium therefor).

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as follows as of the Effective Date:

(a) Due Incorporation. Purchaser is a nonprofit corporation and in good standing under the laws of the State of Ohio.

(b) Authorization, No Conflicts. Purchaser has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated thereby have been duly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes a valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

(c) Consents and Approvals. No consent, approval or authorization of, or declaration, filing, or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Purchaser in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(d) Engaging in Transaction. To Purchaser's knowledge, there are no circumstances or facts that would prevent Purchaser from engaging in the transactions contemplated in this Agreement.

5.2 Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser as follows as of the Effective Date:

(a) Authorization. (i) Seller has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder, (ii) the execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated thereby have been duly authorized by all requisite corporate action and (iii) this Agreement has been duly and validly executed and delivered by Seller and (assuming this Agreement constitutes a valid and binding obligation of Purchaser) constitutes a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(b) Consents and Approvals. No consent, approval or authorization of, or declaration, filing, or registration with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except for consents, approvals, authorizations, declarations, filings or registrations, which, if not obtained, would not, individually or in the aggregate, have a material adverse effect on the transactions contemplated by this Agreement.

(c) No Conflicts. The execution, delivery and compliance with, and performance of the terms and provisions of, this Agreement, and the sale of the Property, will not

(i) conflict with or result in any violation of its organizational documents, (ii) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Seller is a party in its individual capacity, or (iii) violate any existing term or provision of any order, writ, judgment, injunction, decree, statute, law, rule or regulation applicable to Seller or its assets or properties in any material respect.

5.3 Survival; Breach. The representations and warranties contained in this Agreement shall survive for a period of six (6) months after the Closing. The indemnity provisions of this Agreement shall survive Closing indefinitely.

ARTICLE 6 **PRORATIONS**

All real estate taxes, utilities and other amounts customarily prorated in real estate transactions similar to the transaction contemplated by this Agreement (based upon the most recent ascertainable bills if current bills and/or information are not available) shall be prorated at Closing such that all such amounts relating to the Property (a) which relate to periods prior to the Closing shall be the responsibility of Seller and (b) which relate to periods from and after the Closing shall be the responsibility of Purchaser. Any rent paid or payable by tenants under the Leases in connection with their occupancy of the Property shall be adjusted and prorated on a per diem basis on an if, as and when collected basis. Purchaser shall receive a credit for all prepaid Rents, if any, paid by the tenants with respect to the period after the Closing Date. The actual amounts of the security deposits held by the landlord under the Leases shall be a credit to Purchaser against the balance of the Purchase Price. Any such security deposits in form other than cash (including letters of credit) shall be transferred to Purchaser on the Closing Date by way of appropriate instruments of transfer or assignment. All prorations shall be final. At Closing, Seller shall have the right to net any amounts owed by Seller with respect to the foregoing against the Purchase Price.

ARTICLE 7 **MISCELLANEOUS**

7.1 Assignment.

(a) This Agreement will inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto and their respective successors and assigns, except as provided in subsections (b) and (c) below.

(b) Seller may not assign any of its duties or obligations hereunder without the prior written consent of Purchaser, which consent shall not be unreasonably withheld.

(c) Purchaser may assign any of its rights, duties or obligations hereunder in whole or in part without Seller's consent, provided that, notwithstanding any such assignment, Purchaser shall continue to be obligated and liable for all of Purchaser's obligations and liabilities under this Agreement.

7.2 Notices. All notices and other communications hereunder shall be delivered in accordance with the notice provisions set forth in the Master Agreement.

7.3 Expenses. Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses, including attorneys' and accountants' fees, in connection with this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

7.4 Brokerage Commissions and Fees. Purchaser warrants and represents that it has not engaged any real estate broker(s) in connection with the transactions contemplated by this Agreement, and agrees that should any claim be made for commissions or fees by any broker(s) claiming through Purchaser against Seller, Purchaser will indemnify and hold Seller free and harmless from and against any and all loss, liability and expenses in connection therewith. Seller warrants and represents that it has not engaged any real estate broker(s) in connection with the transactions contemplated by this Agreement, and agrees that should any claim be made for commissions or fees by any broker(s) claiming through Seller against Purchaser, Seller will indemnify and hold Purchaser free and harmless from and against any and all loss, liability and expenses in connection therewith. In connection with the foregoing, the parties understand and acknowledge that any real estate broker engaged by or representing Purchaser shall not be entitled to share any portion of the commission or fees that are being paid by Seller to its broker in connection with this Agreement and the transactions contemplated herein. Notwithstanding anything contained herein to the contrary, the provisions of this Section 7.4 shall survive Closing.

7.5 Master Agreement. To the extent there is any conflict with the terms of this Agreement and the terms of the Master Agreement, the terms of the Master Agreement shall govern.

7.6 Waiver. Unless otherwise set forth herein, any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof. Unless specified otherwise elsewhere in this Agreement, to be effective, such waiver shall be in writing, shall specifically refer to this Agreement and the term or condition being waived, and shall be executed by an authorized agent of such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. A waiver hereunder shall be effective without notice to any Person, in relation to such waiver.

7.7 Amendment. This Agreement may be modified or amended only in a writing duly executed by or on behalf of each of the parties hereto, which writing shall make specific reference to this Agreement.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9 Headings, Gender, Etc. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires, (a) words of any

gender shall be deemed to include each other gender, (b) words using the singular or plural number shall also include the plural or singular number, respectively, (c) references to “hereof,” herein,” “hereby” and similar terms shall refer to this entire Agreement, and (d) each reference to Seller shall be a reference to any of its subsidiaries and predecessors and each representation, warranty, covenant and other agreement made herein with respect to Seller shall be deemed made with respect to all such subsidiaries and predecessors. The language used in this Agreement 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 Person.

7.10 Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio, without regard to conflicts-of-laws principles thereof.

7.11 Third-Party Beneficiary. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, firm or legal entity of any kind, other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement; provided, however, notwithstanding the foregoing, the parties hereto agree that the City shall be a third-party beneficiary of all of the rights hereunder that inure to the benefit of the Seller including, without limitation, the right to have the Initial Proceeds delivered directly to the City as provided by Section 2.2.

7.12 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE WITH RESPECT TO ALL OF PURCHASER’S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, PROCEEDING TO CLOSING ON THE CLOSING DATE.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this 850 Columbia Road Sale Agreement to be duly executed as of the date first written above.

SELLER:

LAKESWOOD HOSPITAL
ASSOCIATION, an Ohio nonprofit
corporation

By: _____
Name:
Its:

PURCHASER:

THE CLEVELAND CLINIC
FOUNDATION, an Ohio nonprofit
corporation

By: _____
Name:
Its:

[Exhibit A – Legal Description of Land – to be inserted]

EXHIBIT B

Form of Deed

LIMITED WARRANTY DEED

[_____] a [_____] GRANTOR, of
[_____] hereby **GRANTS, WITH LIMITED WARRANTY
COVENANTS**, to _____, GRANTEE, of [_____] County of
[_____] State of _____, for the sum of Ten Dollars (\$10.00) and other good and
valuable consideration, the following described tract of land in Cuyahoga County, State of Ohio:

See **Exhibit A** attached hereto and made a part hereof.

SUBJECT TO the matters set forth in **Exhibit B** attached hereto.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXHIBIT B TO DEED

Permitted Exceptions

1. Liens and exceptions for taxes and other governmental charges and assessments (including special assessments) that are not yet due and payable and any and all supplemental taxes attributable to the period from and after the date hereof.
2. Easements, conditions, restrictions and leases of record.
3. The rights of tenants in possession.

EXHIBIT C

QUITCLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that concurrently with the execution and delivery hereof, _____, a _____ (“**Seller**”), is conveying to _____, a _____ (“**Purchaser**”), by that certain Limited Warranty Deed of even date herewith, that certain parcel of real property described on **Exhibit A** attached hereto (the “**Real Estate**”).

NOW, THEREFORE, in consideration of the receipt of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller does hereby CONVEY AND QUITCLAIM UNTO Purchaser all of Seller’s right, title and interest, if any, in any personal property, fixtures and improvements located on the Real Estate as of the date hereof (the “**Property**”).

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

The Personal Property is hereby conveyed and quitclaimed and this Bill of Sale is made, and is accepted by Purchaser on an “AS IS, WHERE IS” basis without covenants, representations or warranties of any kind, whether expressed or implied, and all warranties that might have existed or been applied under common law are hereby excluded.

[Remainder of page intentionally left blank; signature block continued on next page]

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF LEASES

This **ASSIGNMENT AND ASSUMPTION OF LEASES** (“Assignment”) is made and entered into as of the ___ day of _____, 2015 between Lakewood Hospital Association, an Ohio nonprofit corporation (“Assignor”) and The Cleveland Clinic Foundation, an Ohio nonprofit corporation (“Assignee”).

RECITALS

This Assignment is made with reference to the following facts:

A. Concurrently with this Assignment, Assignor is selling to Assignee, and Assignee is purchasing from Assignor, that real property and related improvements, fixtures and personal property described in Exhibit A attached hereto (the “Property”), pursuant to that certain 850 Columbia Road Sale Agreement dated as of the date hereof, (the “Agreement”).

B. In connection with such Agreement, 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”).

NOW, THEREFORE, in consideration of the purchase price paid by Assignee to Assignor for the Property 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 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 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. 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 Agreement.

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

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

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

6. 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:

LAKESWOOD HOSPITAL ASSOCIATION, an
Ohio nonprofit corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

THE CLEVELAND CLINIC FOUNDATION, an
Ohio nonprofit corporation

By: _____

Name: _____

Title: _____

[Exhibit A – Property – to be inserted]

[Exhibit B – Leases – to be inserted]

Exhibit I
Lease Amendment

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE (this “First Amendment”) is entered into as of December __, 2015 by and between **CITY OF LAKEWOOD, OHIO**, a municipal corporation and political subdivision in and of the State of Ohio (the “City”) and **LAKEWOOD HOSPITAL ASSOCIATION**, an Ohio nonprofit corporation (“Lessee”).

RECITALS

- A. The City and Lessee entered into that certain Amended and Restated Lease dated as of December 23, 1996 and recorded in Volume 97-02063, Page 16 of the Cuyahoga County, Ohio real property records (the “Lease”), pursuant to which the City leased to Lessee, and Lessee leased from the City certain real and personal property for the operation of the Hospital.
- B. The City and Lessee are parties to that certain Master Agreement dated as of December __, 2015 (the “Master Agreement”) by and among the City, Lessee and the Cleveland Clinic Foundation, an Ohio nonprofit corporation (“CCF”).
- C. As provided in the Master Agreement, the City, Lessee and CCF have agreed to permit the cessation of inpatient hospital operations and all other operations at the Hospital (the “Closure”) pursuant to the terms of the Master Agreement.
- D. The City and Lessee wish to amend certain provisions of the Lease as provided by the Master Agreement.

AGREEMENT

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

- 1. Defined Terms. Unless specifically defined herein, all capitalized terms used in this First Amendment shall have the meaning assigned to them in the Lease.
- 2. Statement of Intent. The Statement of Intent set forth on pages 1-3 of the Lease are hereby deleted in their entirety.
- 3. Definitions. Section 1.2 of the Lease is hereby amended as follows:
 - a. The definition of “Leased Real Premises” set forth in the Lease shall be deleted in its entirety and replaced with the following:

“Leased Real Premises” means the City’s real property interest in the FHC Site and in the Current Hospital Site, each as defined in the Master Agreement.

- b. The definition of "Termination Date" set forth in the Lease shall be deleted in its entirety and replaced with the following:

"Termination Date" means the earlier of (i) the date that is thirty (30) days after the FHC Commencement Date (as defined in the Master Agreement) and (ii) October 31, 2018; provided, however, if the FHC Commencement Date has not occurred by October 31, 2018, notwithstanding the good faith efforts by CCF to open the FHC, the Termination Date may be extended in additional three (3)-month increments by providing not less than thirty (30) days' notice to the City, but in no event shall the Termination Date be later than June 30, 2019.

- c. The following definitions shall be inserted:

"Emergency Department Services" means the operation of an emergency department on a 24 hours a day, 7 days a week, 365 days a year basis on the Leased Premises substantially similar to the emergency department being operated at the Leased Premises as of the date of the First Amendment.

"First Amendment" means that certain First Amendment to Amended and Restated Lease dated as of December ___, 2015 by and between the City and Lessee.

"Master Agreement" means that certain Master Agreement dated as of December ___, 2015, by and among the City, Lessee and CCF.

4. Extension of Lease. Section 2.5 of the Lease is hereby deleted in its entirety and replaced with the following: "Intentionally deleted."

5. Base Rent. Section 3.1 of the Lease is hereby deleted in its entirety and replaced with the following: "Intentionally deleted."

6. Additional Payments. Notwithstanding anything in the Lease to the contrary, Lessee shall, from and after the date hereof, make Additional Payments under the Lease in the amounts and on the dates set forth on Schedule 1 attached hereto (it being understood that, notwithstanding anything to the contrary contained in Section 3.2 or elsewhere in the Lease, Lessee's obligation to pay the Additional Payments shall not exceed \$2,887,500.00, regardless of the ultimate Termination Date).

7. Personal Property. Notwithstanding anything to the contrary contained in Section 4.4 or elsewhere in the Lease, Lessee shall not be required to obtain, maintain or replace worn out or obsolete movable furnishings, equipment or other personal property.

8. Maintenance. Notwithstanding anything to the contrary contained in Section 6.1 or elsewhere in the Lease, Lessee's obligation to maintain and repair the Leased Premises shall be limited to maintenance that is required (a) to keep the Leased Premises in suitable condition to

provide the Emergency Department Services and any other services being provided by Lessee at the Leased Premises and (b) to keep the remainder of the Leased Premises in “mothballed” condition, which shall mean preserving the structural stability of the building, exterminating or controlling pests, protecting the exterior from moisture penetration (which shall include repairing roof leaks but not requiring complete replacement of any roofing system), securing the building to prevent vandalism and break-ins, providing adequate ventilation to the interior, securing and preserving all utilities and mechanical systems (which shall include ordinary and regular maintenance but not capital replacements).

9. Release of Property. The FHC Site (as defined in the Master Agreement) is hereby released from the provisions of the Lease and, accordingly, removed from the definition of Leased Premises, effective on the closing of the FHC Site Sale Agreement (as defined in the Master Agreement), which closing shall be evidenced by the recording of a deed executed by the City conveying the FHC Site. The parties shall record a written release of the FHC Site on the closing of the FHC Site Sale Agreement.

10. Charitable Hospital Purpose. Section 9.2(c) of the Lease is hereby deleted in its entirety and replaced with the following: “Intentionally deleted.”

11. Community Advisory Committee. Section 9.2(i) of the Lease is hereby deleted in its entirety and replaced with the following: “Intentionally deleted.”

12. Governing Agreements and Composition of Governing Board. Section 9.2(j) of the Lease is hereby deleted in its entirety and replaced with the following: “Intentionally deleted.”

13. Operation of the Leased Premises. In furtherance of the Closure, Lessee shall not be required to fulfill any of the covenants set forth in Section 2.2 and in Section 9.11(a), (b), (d) and (e) of the Lease; provided, however, that Lessee shall, as it relates to or is necessary to provide the Emergency Department Services and any other services Lessee, in its sole discretion, elects to provide at the Leased Premises comply with the covenants set forth in Section 9.11(a) and (b).

14. Required Services/Emergency Department Services. Lessee shall provide the Emergency Department Services at the Leased Premises and shall not be required to provide any of the Required Services, as defined in the Lease. In furtherance thereof, Section 9.16 of the Lease is hereby deleted in its entirety and replaced with the following: “Intentionally deleted.”

15. Assignment and Subleasing. Section 11.1 of the Lease is hereby deleted in its entirety and replaced with the following:

Section 11.1. Subleasing, Assignment and Right to Use. Lessee may not assign this Lease or sublet the Leased Premises without the written permission of the City, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Section 11.1, Lessee shall be permitted to enter into (i) short-term subleases with current tenants of the FHC Site (as defined in the Master Agreement) without the City’s consent in order to facilitate the redevelopment of the FHC Site (including, without limitation,

granting licenses to CCF with respect to the emergency department parking lot for purposes consistent with the development of the FHC) and (ii) subleases with third-parties for portions of the FHC Site, provided that, in each case, such subleases terminate on or before the Termination Date.

16. Termination of and Substitution for Lease. Article XII of the Lease is hereby deleted in its entirety and replaced with the following: "Intentionally deleted."

17. Remedies, Etc. Section 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10 and 13.11 are hereby deleted in their entirety and replaced with the following: "Intentionally deleted." The terms of Article X of the Master Agreement shall apply to any dispute arising under the Lease.

18. Surrender of Leased Premises. Section 14.1 of the Lease is hereby deleted in its entirety and replaced with the following:

Section 14.1. Surrender of Leased Premises. On the Termination Date or earlier termination of this Lease, the Lessee covenants and agrees to surrender the Leased Premises to the City peaceably and promptly, together with all appurtenances thereto, in the condition required by Section 8 of the First Amendment. For the avoidance of doubt, Lessee shall not be required to surrender to Lessor any movable equipment, furnishings or other personal property in or on the Leased Premises and Lessee shall have removed all such items from the Leased Premises, as its sole cost and expense, on or before the Termination Date and repaired any damage caused by such removal.

19. Definitive Agreement and Indenture Obligations. Sections 14.13, 14.15 and 14.16 of the Lease each are hereby deleted in their entirety and each replaced with the following: "Intentionally deleted."

20. Disposition of Assets. Notwithstanding anything to the contrary contained in the Lease, Lessee (a) shall be permitted to transfer its assets to CCF upon its dissolution in accordance with the terms and conditions of the Master Agreement, (b) shall be permitted to transfer all movable equipment, furnishings and other personal property to CCF upon the termination of the Lease, and (c) shall not be required to return any movable equipment, furnishings, other personal property and Intangible Assets to the City on the Termination Date.

21. Indemnification. Notwithstanding anything contained herein to the contrary, the City and Lessee agree that Section 9.9 of the Lease shall remain in full force and effect through the pendency of the suit styled *Edward Graham, et al. v. City of Lakewood, et al.* pending in the Cuyahoga County Court of Common Pleas, Case No. CV-15-846212, any appeals concerning the same, and any other litigation which may arise as a result of this First Amendment and/or the Closure, including closing of the Hospital and the cessation of services or programs at the Hospital.

22. Termination of Lease. On or about the Termination Date, the parties shall execute and record with the Cuyahoga County, Ohio Recorder, a written termination and release of this Lease.

23. Successors and Assigns. This First Amendment shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

24. Conflicts. In the event of a conflict between the provisions of this First Amendment and the provisions of the Lease, the provisions of this First Amendment shall control. In the event of a conflict between the provisions of the Lease, as herein amended and modified, and the Master Agreement, the provisions of the Master Agreement shall control.

25. Ratification. Except as expressly amended or modified herein, all of the terms, covenants and conditions of the Lease, including and incorporating those as amended herein, shall remain unchanged and in full force and effect; and the Lease, as herein amended and modified, is hereby ratified and confirmed.

26. No Third Party Beneficiaries. This First Amendment is intended solely for the benefit of the parties hereto and not for the benefit of any other person or entity.

27. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

THE CITY:

CITY OF LAKEWOOD, OHIO, a municipal corporation and political subdivision in and of the State of Ohio

By: _____
Michael P. Summers, Mayor

LESSEE:

LAKEWOOD HOSPITAL ASSOCIATION, an Ohio nonprofit corporation

By: _____
Name: _____
Title: _____

The legal form and correctness of this instrument is hereby approved:

By: _____
Kevin M. Butler, Director of Law

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Michael P. Summers, the Mayor of **CITY OF LAKEWOOD, OHIO**, a municipal corporation and political subdivision in and of the State of Ohio, on behalf of the municipal corporation.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ of **LAKEWOOD HOSPITAL ASSOCIATION**, an Ohio nonprofit corporation, on behalf of the non profit corporation.

Notary Public

Schedule 1

Additional Payments

DATE		AMOUNT
MARCH 31, 2016		383,333.33
JUNE 30, 2016		383,333.33
SEPTEMBER 30, 2016		383,333.34
MARCH 31, 2017		383,333.33
JUNE 30, 2017		383,333.33
SEPTEMBER 30, 2017		383,333.34
JANUARY 31, 2018		130,555.89
FEBRUARY 28, 2018		130,555.89
MARCH 31, 2018		130,555.89
APRIL 30, 2018		65,277.44
MAY 31, 2018		65,277.44
JUNE 30, 2018		65,277.45
Total		2,887,500.00