



DIRECTIVE 2021-013

April 20, 2021

RE: JOINT USE AGREEMENT BETWEEN CUYAHOGA COMMUNITY COLLEGE DISTRICT, THE METROHEALTH SYSTEM, AND CCH DEVELOPMENT CORPORATION

Cuyahoga Community College District has been granted appropriations contained in House Bill 481 of 133rd General Assembly in the amount of seven hundred fifty thousand dollars. Cuyahoga Community College District will use the funds to improve the facility owned by CCH Development Corporation. As required by Ohio Administrative Code section 3333-1-03, Cuyahoga Community College District submitted a Joint Use Agreement for consideration and approval by the Chancellor.

The agreement conforms to Ohio Administrative Code as follows –

- The format of the agreement is appropriate
- The commitment extends no less than twenty years
- The value of use to Ohio higher education institutions is reasonably related to the amount of the appropriation

Agency staff reviewed the agreement and posted its recommendations to the Department's website for the purpose of providing a period of public comment before final approval by the Chancellor. The materials posted for comment and the joint use agreement are attached to this document.

Based on my review of staff recommendations, I hereby approve the Joint Use Agreement between Cuyahoga Community College District, The MetroHealth System, and CCH Development Corporation.

This directive will take effect immediately.


Randy Gardner
Chancellor

m/c

JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is made and entered into as of this 4th day of March 2021 by and among Cuyahoga Community College District (hereinafter referred to as the "College"), a public institution of higher education and an instrumentality of the State of Ohio, created under Chapter 3354.02 of the Ohio Revised Code, whose address is 700 Carnegie Avenue, Cleveland, Ohio 44115, The MetroHealth System, a county hospital organized under Chapter 339 of the Ohio Revised Code ("MetroHealth"), whose address is 2500 MetroHealth Drive, Cleveland, Ohio, 44109, and CCH Development Corporation, an Ohio non-profit corporation ("CCH").

WHEREAS, the 133rd General Assembly enacted Amended Substitute House Bill 481 which includes a specific appropriation of capital resources in the amount of \$750,000 (less the 1.5% administrative fee, the "Funds"), directed to the College for revitalization of the MetroHealth corridor.

WHEREAS, MetroHealth and College engage CCH, an Ohio non-profit development corporation, to deploy the Funds and cause the development of Economic Opportunity Center ("Facilities") for workforce training and up-skilling education, housing education, digital literacy training, and other programming developed by MetroHealth in connection with its Institute for HOPE (Health, Opportunity, Partnership, Empowerment).

WHEREAS, CCH is an affiliate of MetroHealth and a nonprofit hospital agency within the meaning of Section 140.01(C) of the Ohio Revised Code and has the authority to provide certain services to MetroHealth, and CCH is a corporation organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, whose mission is to promote, enhance, supplement, and assist in the performance and further the mission of MetroHealth by acquiring, developing, owning and managing real estate and related facilities and the pursuit of other real estate-oriented activities, including housing and other activities related to or for supporting MetroHealth and the purposes of better providing for the health and welfare of the community which MetroHealth serves through economic and community development.

WHEREAS, MetroHealth will provide the College with use of its Facilities for students and the community to the access center classes and programs, subject to the College making resources available to participate in such programs as stated in the Joint Use Agreement, in exchange for the capital funds all as set forth more definitively in this Agreement; and

WHEREAS, Ohio Administrative Code §3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education a joint use agreement that contains the requirements in (E)(1)-(11) for review and approval; and

WHEREAS, the College has demonstrated that the value of its use of MetroHealth Facilities are reasonably related to the amount of appropriation through the worksheet included in this Agreement as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed to between the parties as follows:

1. Term. The term of this Agreement will commence when the College has use of the facility and shall remain effective for twenty years (the "Term").
2. Termination. MetroHealth may terminate this Agreement prior to the expiration of the Term by providing notice of its intent to terminate the Agreement to the College at least six (6) months prior to the effective date of that termination.
3. Reimbursement of funds. In the event of termination of this Agreement or the College's right to use the facility is terminated, MetroHealth shall provide for reimbursement to the state should the institution's right to use the facility be terminated by the nonprofit organization or public body prior to the expiration of the twenty-year term, which reimbursement shall be calculated by dividing the funds contributed by the state of Ohio by twenty and multiplying that sum by twenty less the number of full years the facility is utilized by the institution.
4. Appropriation administrative fee. The College shall submit to the Controlling Board, a request for the release of Seven Hundred Fifty Thousand Dollars (\$750,000) of the appropriation (the "MetroHealth Revitalization Appropriation"). Seven Hundred Thirty-Eight Thousand Seven Hundred Fifty Dollars (\$738,750) of the appropriation will be for construction of the Facilities and Eleven Thousand Two Hundred Fifty Dollars (\$11,250) (1.5% of the appropriation) will be for actual administrative costs to the College. The parties anticipate that the appropriated funds will be released by the Controlling Board directly to the College. MetroHealth shall cause CCH to submit invoices and related documentation to the reasonable satisfaction of the College, after which the College shall transfer appropriate amounts to CCH, the fiscal agent for MetroHealth.
5. MetroHealth covenants that it shall use the MetroHealth Revitalization Appropriation for the improvements, repair and revitalization of the corridor, and other necessary appurtenances and work incidental thereto. MetroHealth represents and warrants that it shall lease the Project property for a term of not less than twenty (20) years, pursuant to a lease as described on Exhibit B hereto and hereby incorporated into this agreement. CCH owns the Project property to be located at 3335 W 25th St, Cleveland, OH 44109 and has sufficiently insured its facilities and the Project. The lease agreement shall be substantially in the form and on the terms as attached hereto as Exhibit C and hereby incorporated into this agreement.
6. Use of funds. The MetroHealth Revitalization Appropriation shall be used only for capital improvements and the costs and expenses related to such capital improvements as permitted by the appropriation. A capital construction budget to construct the Facilities was adopted and will

be implemented in part with the funds contemplated by this Agreement. The planned Project and the costs associated with it are set forth in Exhibit A which is attached hereto and hereby incorporated into this Agreement. Neither MetroHealth nor CCH shall utilize the MetroHealth Revitalization Appropriation for operational expenses.

7. Use of the facility or equipment by public institution. Each year of the twenty (20) year term, MetroHealth shall make the benefits set forth in Exhibit A incorporated and made a part hereof available to College.

8. Competitive bidding. In connection with the construction work contemplated by the Project and funded by the MetroHealth Revitalization Appropriation, CCH shall use or cause the use of competitive bidding procedures equivalent to those as described generally in Chapter 153 of the Ohio Revised Code involving publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders in connection with the Project.

9. Insurance for facility and hold harmless. MetroHealth shall indemnify and hold harmless the College for all costs (including without limitation, attorney fees, and other costs of defense), losses, liabilities, and claims that arise from or are attendant to the construction, operation and maintenance cost of the Project.

10. Compliance with federal, state, and local law. MetroHealth shall comply with all pertinent federal, state, and local laws, including without limitation state administrative provisions.

11. Notice. All mailings and notices relating to legal matters involving this Agreement in any way shall be in writing and addressed to the parties at the addresses set forth below or to such other address as either party shall have designated by notice given in accordance with the provisions of this paragraph. All mailings shall be addressed as follows:

Cuyahoga Community College
Office of the President
700 Carnegie Avenue
Cleveland, Ohio 44115

Copy to: General Counsel (same address)

MetroHealth Hospital
Office of the President/CEO
2500 MetroHealth Drive
Cleveland, OH 44109

12. Amendments. Any amendments to this Agreement require a prior written approval of the College and MetroHealth. Any amendments to this Agreement require the approval of the Ohio

Department of Higher Education and will be submitted to the Chancellor before any amendment takes effect

13. Assignment. This Agreement may not be assigned. Any attempted assignment would be null and void.

14. Entire Agreement. This Agreement sets forth the entire agreement of the parties concerning its subject matter and any and all other oral or written agreements, discussions, representations, promises, and understandings made or arrived at prior to or contemporaneously with this Agreement are hereby mutually revoked, withdrawn, rescinded, and rendered null and void by the parties.

15. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be constructed in all aspects as if such invalid or unenforceable provisions were omitted.

16. Governing Law. This Agreement shall be construed under Ohio law.


17. Policy and Procedures. The College acknowledges that the College's students will have to follow all rules of MetroHealth while in, on or using the Facilities.

MetroHealth acknowledges that its staff will follow all rules of the College while in or on College facilities.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

CUYAHOGA COMMUNITY COLLEGE DISTRICT

By: 

Title: Executive Vice President/Treasurer

Date: March 2, 2021

THE METROHEALTH SYSTEM

By: 

Title: President & CEO

Date: 3 | 3 | 21

Approved as to Form
The MetroHealth System
Office of General Counsel
By: 
Date: 3/1/2021

CCH DEVELOPMENT CORPORATION

By: 

Title: Executive Director

Date: March 3, 2021

EXHIBIT A
Joint Use Agreement Worksheet
The Ohio Department of Higher Education

Project: MetroHealth West 25th Street Corridor Revitalization
Date: January 15, 2021

Prepared for Joint Use Agreement between The MetroHealth System, Cuyahoga Community College District (“College”), and CCH Development Corporation, an Ohio non-profit corporation (“CCH”) for the capital funds to support the Project. The budget for the Project is estimated at \$750,000.

Section I: State appropriation information.

1. Amount of state appropriation provided: \$750,000
2. Estimated annual debt service on the appropriation: \$57,658.00
3. Term of the state bond, in years: 20 years

Section II: Estimated value of use of the facility.

Use of the facility*	Annual value of use	# of years
<u>5,502 square foot Economic Opportunity Center</u>	<u>\$61,878.38</u>	<u>20 years</u>
TOTAL ANNUAL VALUE OF USE	<u>\$61,878.38</u>	

Section III: Basis for values shown in Section II.

On a separate page, explain how each use listed in Section II was valued for this analysis.

Direction: The purpose of this worksheet is to enable a campus to demonstrate how the value of the uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the partner entity.

Example: A campus wishes to enter into a Joint Use Agreement with a 501(C)(3) entity for a state appropriation of \$5,000,000. The annual debt service paid by the state on this appropriation is about \$390,000 per year, for 20 years. To demonstrate that the value of the uses of the facility is reasonably related to the state appropriation, the sum of the campus’ educational uses of the facility should roughly equal \$390,000 per year for 20 years.

The MetroHealth in-kind contribution to the College is \$61,878.75 annually for 20 years. The value is derived on a cost basis, fair market value for a portion of the 5,502 square foot Economic Opportunity Center to be located at 3335 W 25th St, Cleveland, OH 44109 and a

portion of salary for MetroHealth staff support for College programming. The Economic Opportunity Center will house the College Access Center. The Access Center will meet residents where they are to connect them to education and workforce training leading to in-demand jobs and careers.

In accordance with the Memorandum of Understanding (MOU) between the College and MetroHealth (see attached), the College will have the right to use space in the MetroHealth Economic Opportunity Center to expand educational and workforce training opportunities and programming for residents in the neighborhood and surrounding communities near MetroHealth. It is anticipated that this space (called the Access Center or Economic Opportunity Center) will be available for use in the spring of 2022.

The MetroHealth System is designing and building the space to allow for flexible educational and workforce training based on the needs of the immediate community. It is well established that educational attainment is directly related to social determinants of health. The partnership between the College and MetroHealth will increase educational and workforce opportunities for residents and families in the immediate community and drive better health outcomes.

Who Will Use the Access Center?

The Access Center will be open to residents of the surrounding community near MetroHealth Medical Center, located at 2500 MetroHealth Drive, Cleveland, Ohio 44109, including patients, families, staff and employees of MetroHealth.

What Programming will be available in the Access Center?

A range of programming will be available in the Access Center to empower the diverse needs of individuals who will be utilizing these services. Programming will be based on education and training needed for in-demand jobs, and provide a human connection to meet individuals where they are in their educational and workforce journey. The College will develop and deploy programming, training and educational opportunities in the community to a population that might not otherwise access the College's programs of study. The College will provide MetroHealth with a monthly schedule related to programming. Examples of programming include:

- The Workforce Success Seminar: a one credit course designed to sharpen workforce and problem solving skills and connect individuals to the College resources and programs;
- Short-term certificate programs in Information Technology (IT), digital literacy, Health Information Technology, Advanced Manufacturing, Community Health Worker, Patient Access Specialist;
- Workshops in career planning, resume writing, financial literacy, financial aid and how to enroll in College or a workforce training program;
- Workshops on in-demand careers in IT, Healthcare, Advanced Manufacturing;
- Information on scholarships, financial aid and the application process.

The menu of opportunities and programs will evolve based on the needs of the community and in-demand career opportunities leading to available jobs. The College will create and provide materials and equipment, and provide necessary staff for the curriculum and the programming it provides at the Access Center in the W. 25th Street community, to residents who might not otherwise access the College's programs. The College will create an evaluation plan for continuous improvements and to assure measures of effectiveness. The College will provide data, analysis and other relevant information pertinent to understanding and interpreting the performance of the Access Center and its programs. The College will collaborate with MetroHealth on marketing and outreach for the Access Center and its programs.

Description of the Space

The 5,502 usable square feet of space will be flexibly designed to accommodate large group instruction, presentation and workshop as well as small group and individual study. MetroHealth and the College will cause the space to be equipped with technology and video to provide remote instruction as well as a computer lab to provide digital access.

The space will include 4 offices for MetroHealth and College staff. These offices will also allow for one-on-one meetings with instructors and students. A College staff person called an Access Center Liaison will be on location at the Access Center for 20 hours per week. The College will create and provide 20 hours of programming per week for 40 weeks per year to deploy the educational programming described above and provide educational support to Access Center users and program participants.

Expenses	Description	Formula	Cost per year
Facilities Use	Utilities, Parking, A/V and other indirect costs of using MetroHealth site	\$12.50 per square foot of space based on College minimum usage	\$26,478.38
Personnel	MetroHealth Workforce Development Advisor will provide staff support to serve as liaison between the College and MetroHealth	20% of staff salary at \$82,000 per year of the Workforce Development Advisor whom is specifically tasked with being a liaison between the Tri C Access Center and MetroHealth Human Resources	\$16,400
Personnel	MetroHealth Director of Education and Training will provide staffing support to serve as coordinator between the College and MetroHealth	20% of staff salary at \$95,000 per year of the Director of Education and Training whom is specifically tasked with building and managing collaborative relations with the Tri C Access Center and MetroHealth's neighborhood partner organizations.	\$19,000
Total			\$61,878.38

Detailed calculation for the facilities use(rent):

- 2,080 office hours in a year (40 hrs x 52 weeks)
- 800 hours of Tri-C programming (20 hrs x 40 weeks)
- $800/2,080 = 38.5\%$
- $5,502 \text{ sq ft} \times 38.5\% = 2,118.27 \text{ sq ft}$ (square footage used on an annual basis)
- $2,118.27 \text{ sqft} \times \$12.50 \text{ per sq ft} = \$26,478.38$

EXHIBIT B

Description of Project Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cuyahoga, STATE OF OH, AND IS DESCRIBED AS FOLLOWS:

Parcel A in the Lot Consolidation for CCH Development Corporation, being a part of Original Brooklyn Township Lot 67 and known as being all of Sublots 11, 12, 13, 32, 33 and part of Sublots 14, 15, 16, 34, 35, 36, 37 & 38 of the A. Stones Allotment as recorded in Volume 11, Page 24 and Part of Vacated West 23rd Place as shown by recorded in Volume 255, Page 59 of Cuyahoga County Plat Records, according to the plat recorded as Document No. 202005280053 of Cuyahoga County Records.

EXHIBIT C

MetroHealth Lease for Project Property
(Attached hereto)

**MULTI-PURPOSE LEASE
AGREEMENT**

This Multi-Purpose Lease Agreement (this “**Lease**”) is made to be effective as of _____, 2021 (the “**Effective Date**”) by and among **Metro Gateway LLC**, an Ohio limited liability company (“**Owner**”), and **The MetroHealth System**, a county hospital created under Chapter 339 of the Ohio Revised Code (“**MetroHealth**”).

WHEREAS, Owner is the lessee under that certain Ground Lease dated on or about the date hereof (the “**Ground Lease**”) with **CCH Development Corporation**, an Ohio non-profit corporation, as ground lessor (“**Ground Lessor**”), with respect to certain premises more particularly described therein (the “**Ground Lease Premises**”), a memorandum of which Ground Lease is recorded in the Cuyahoga County real property records as Instrument # _____;

WHEREAS, Owner is constructing a building containing multi-family housing and ground floor commercial space located on the West 25th Street in the City of Cleveland, Cuyahoga County, Ohio described on Exhibit A attached hereto, (the “**Building**”), which Building is part of the Ground Lease Premises and will include an approximately 5,000 square foot multi-purpose economic opportunity center (“**Space**”), which Space is delineated in Exhibit A attached hereto, to be constructed and completed for use by Ground Lessor and **Cuyahoga County Community College District**, a public institution of higher education and an instrumentality of the State of Ohio, created under Chapter 3354.02 of the Ohio Revised Code (“**TriC**” and with MetroHealth, herein collectively referred to as the “**Joint Users**”). The Joint Users, and their employees, agents, guests and invitees, shall use, occupy and operate the Space for workforce and career development educational and supportive services;

WHEREAS, Joint Users are parties to that certain Joint Use Agreement dated _____, 2021 (the “**Joint Use Agreement**”), with respect to the provision of certain State of Ohio funds, to be made available to and used by Owner for construction of and capital improvements with respect to the Space in accordance with this Lease and the terms of that certain loan agreement with CCH Development Corporation (the “**CCH Loan**”) dated as of _____, 2021;

WHEREAS, Joint Users are willing and able to manage the activities to be carried out in the Space; and

WHEREAS, Owner is willing and able to construct the Space to specifications mutually agreed upon with Joint Users, as further provided in the Ground Lease, the CCH Loan and in this Lease.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **CONSTRUCTION.** Owner agrees to construct and install the following improvements in the Space, in the manner mutually agreed upon by Owner and Joint Users, all as reflected in the floor plan for the Space, attached hereto as Exhibit A and incorporated herein by this reference (collectively, the “**Improvements**”):

a. Two (2) multi-purpose rooms (the “**Multi-Purpose Rooms**”) having dimensions of approximately fifty-eight (58) feet by twenty-nine (29) feet and twenty-nine (29) feet by twenty-three (23) feet, respectively, with adjoining restrooms for men and women, and a storage space in the larger multi-purpose room having dimensions of approximately twelve (12) feet by twenty-one (21) feet).

b. A kitchenette at a location to be mutually agreed upon by Owner and Joint Users containing a sink, counter space, wall cabinets, dishwasher, refrigerator, microwave, ice and water dispenser and trash container.

c. a conference room, two (2) or more offices, and, several work areas;

d. an information technology server closet and smaller storage closet;

e. exits to the exterior and to the Building lobby;

f. Outlets, drops and power conduits to service the two (2) Multi-Purpose Rooms with enough power for the full range of audio-visual, cable and digital and wireless equipment;

g. Ceiling lighting sufficient for the Use (defined below) of the Space; and

h. AND – additional build out, windows, HVAC controls, and tenant fixturing.

2. OPERATIONS. Owner hereby permits Joint Users to manage the activities to be conducted in the Space for the Term (defined below) and otherwise to operate the Space in accordance with the terms and conditions of this Lease.

a. Joint Users shall be obligated to manage and operate the Space which will be separately managed from the residential areas of the Building.

b. Joint Users will pay no rent, common area charges, or any Building expenses in connection with its use of the Space as described herein throughout the Term. Joint Users will pay for all utilities used within the Space as separately metered to the Space and paid directly to the invoicing utility provider or to Owner based on actual metered usage by Joint Users.

c. Owner will pay all real estate taxes charged for the Space, if any.

3. PROGRAMMING.

a. Joint Users shall have full responsibility for arranging and scheduling programming and managing the day-to-day operations in the Space, which shall include workforce and career development related training, community development education, classroom teaching, job fairs, community events and other related educational and community programming.

b. Joint Users shall control access to the Space and be responsible for the safety of the persons using the Space.

c. Joint Users will not charge any users rental for the Space, but may charge for the cost of the programming organized by Joint Users in the Space. Joint Users may also charge for services such as janitorial and set-up for such programming in the Space.

4. MAINTENANCE AND REPAIR.

a. Owner shall maintain and keep in good order and repair the infrastructure and interior structural elements of the Space and exterior and all structural components of the Building, including the restroom and kitchen fixtures, HVAC equipment, service and distributions components, plumbing, sprinkler/fire suppression, electrical, plumbing and other mechanical systems, roof, foundation, windows, doors, walls and floors (exclusive of floor coverings) as required pursuant to the Ground Lease. Owner shall provide reasonable and customary heating, cooling, electrical, gas and water utility services on a 24/7 basis, to the Space throughout the Term. Owner shall not be responsible for any repairs necessitated by the willful act or gross negligence of TriC, MetroHealth or their employees, agents, guests or invitees.

b. Owner may enter the Space from time to time to perform maintenance, repairs, or replacements to the Space and the Improvements therein. If Owner enters the Space for such purposes, Owner will provide reasonable prior notice commensurate with the circumstances and will use its good faith efforts to not unreasonably interfere with Joint Users' use of the Space during such entry.

c. Joint Users shall be responsible for promptly notifying Owner of any needed repairs.

d. Joint Users will be responsible for ordinary and routine maintenance, security and janitorial services of the Space required during the Term.

e. Owner shall not be responsible for any damage or inconvenience caused by the interruption in use of electricity, air-conditioning, heating, or plumbing occasioned by fire, accident, necessary maintenance, alterations, repairs, or other causes beyond Owner's control; provided, that good faith efforts are taken to avoid or minimize such interruptions, and to promptly make all repairs or replacements necessary to restore services.

5. USE.

a. Joint Users shall use the Space for such educational and community activities relating to workforce and career development as it deems reasonably appropriate (the "Use").

b. Joint Users shall comply with all requirements of all laws, ordinances, orders, administrative provisions and regulations of the federal, state, county and municipal governments applicable to the Use within the Space.

c. Joint Users shall be responsible for the operation of the Space, including the supervision of programming and Use of the Space.

d. Joint Users shall not use the Space for partisan political purposes.

e. Joint Users shall not place or store equipment or any other items outside of the

Space.

f. Joint Users shall not make any alterations or improvements to the Space that impairs or could impair the Building and its structural elements, without the prior written consent of Owner, which consent shall not be unreasonably withheld, conditioned or delayed.

g. Joint Users shall not place or install any sign or graphics on or in the Space that is visible from the exterior without the prior written consent of Owner which consent shall not be unreasonably withheld, conditioned or delayed.

h. Joint Users shall comply and shall cause all employees and invitees of Joint Users to comply, with all reasonable rules and regulations of Owner while in the Space.

i. Joint Users shall not handle, store, manufacture, or discharge any Hazardous Materials in or about the Space. Cleaning supplies and similar materials are excepted only if used in a manner and disposed of in strict accordance with environmental laws. "**Hazardous Materials**" are any substances or materials defined as hazardous materials under any federal, state or local law. Joint Users covenants that neither it nor its agents or employees will use, treat, store, possess or release any Hazardous Materials in the Space, in violation of any present or future federal, state or local laws, ordinances, rules, and regulations.

j. The Space is not Common Area for the Building or the Building tenants, generally. Owner and its employees, property managers and agents, shall have no right to use and access the Space for Owner's purposes, or for Building purposes or programming unrelated to the Joint Users' rights and programming as set forth herein.

6. TERM.

This term of this Lease shall commence on placed in service date for the Building in which the Space is located; provided that, the Space is complete and an occupancy certificate is issued for use of the Space (the "**Commencement Date**") and expire at 11:59pm on the day immediately preceding the twentieth (20th) anniversary of the Commencement Date (the "**Term**"). Notwithstanding the foregoing, Joint Users have the right to terminate this Lease upon at least six (6) months' advance written notice to Owner, in which case this Lease shall terminate on the last day of such sixth (6th) month (or such later date provided by Joint Users) and the parties shall thereafter have no obligations accruing hereunder except for any matters expressly surviving such termination.

If the Ground Lease is terminated, for any reason, or expires during the Term of this Lease, all obligations of Owner shall cease, but this Lease shall nonetheless continue as a direct Lease with the successor ground lessee or the fee owner of the property and the tenancy and rights of Joint Users and each of them, and their successors and assigns, to use and occupy the Premises for the term and uses as specified here, shall not be impaired or disturbed in any way.

7. NOTICE.

Notices and other communications hereunder to either party shall be in writing and shall be given or made by hand or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight delivery service, addressed or delivered to such party as follows:

If to Joint Users: c/o MetroHealth Hospital
Office of the President/CEO
2500 MetroHealth Drive
Cleveland, Ohio 44109

c/o Cuyahoga Community College
Office of the President
700 Carnegie Avenue
Cleveland, Ohio 44115

If to Owner: c/o The NRP Group LLC
1228 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115
Attention: General Counsel

Either party may change its address for notices by written notice to the other party as provided herein

8. INSURANCE AND INDEMNIFICATION.

a. Joint Users shall carry and maintain commercial general liability insurance insuring against liability for personal injury or death of persons and loss or damage to property occurring in, on and about the Space in forms and amounts reasonably required by Owner. Joint Users shall have Owner, and any other parties as may be required under the Ground Lease, as additional insureds on such policy. Such policy shall require thirty (30) days' notice to Owner prior to cancellation.

b. Owner shall carry and maintain property casualty insurance insuring against loss or damage by fire and other insurable casualty to the Building in the amount and form required under the Ground Lease.

c. Joint Users will defend, indemnify and hold harmless Owner from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of any kind or nature resulting from any accident, occurrence, condition, injury or death to any person or damage to the Space during the Term to the extent caused by Joint Users or its invitees, contractors, employees or agents, or arising as a result of a Joint User's violation of this Lease. This Section 8.c shall survive the expiration or earlier termination of this Lease.

d. Owner will defend, indemnify and hold harmless Joint Users from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of any kind or nature resulting from any accident, occurrence, condition, injury or death to any person or damage to the Space during the Term to the extent caused by Owner or its contractors, employees or agents, or arising as a result of Owner's violation of this Lease. This Section 8.d shall survive the termination or expiration of this Lease.

9. DEFAULT.

If either party hereunder shall fail to perform any of the terms, conditions, obligations or covenants of this Lease to be observed or performed by such party and such failure continues for more

than thirty (30) days after written notice from the non-defaulting party, then the non-defaulting party shall have the right, but not the obligation, to cure such event of default and be reimbursed by the defaulting party for the non-defaulting party's costs and expenses associated with such cure within thirty (30) days after receipt of a written invoice therefor. In the event a default is not cured by the defaulting party within thirty (30) days of such written notice, then the non-defaulting party shall have the right to pursue an action for damages and such other rights and remedies as available at law or in equity, except that Joint Users rights to use the Space for the Term shall not be terminated or extinguished.

10. DAMAGE, DESTRUCTION OR CONDEMNATION.

Owner and Joint Users agree that if at any time the Space (or any part thereof) is damaged, destroyed or taken for public or quasi-public use or condemned under eminent domain, then either party shall have the right to terminate this Lease within thirty (30) days after the happening of such damage, destruction or taking.

11. MISCELLANEOUS.

a. Owner represents and covenants that this Lease is a "Permitted Transfer" under the Ground Lease, and therefore, Ground Lessor's consent is not required in connection with Owner entering into this Lease with Joint Users.

b. Joint Users shall not assign this Lease except as may be required by the State of Ohio.

c. Joint Users will deliver up and surrender to Owner possession of the Space upon the expiration or termination of this Lease in as good condition and repair as existed at the Commencement Date (loss by fire or other casualty, permitted alterations and improvements, and ordinary wear, tear and decay only excepted) with all of Joint Users' furnishings, equipment and other property removed.

d. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Ohio.

e. This Lease may be executed in multiple counterparts, each of which may be deemed an original and all of which, when taken together, shall constitute one instrument. A counterpart sent by electronic mail (including a PDF by e-mail) or facsimile shall constitute the same as delivery of the original of such executed counterpart.

[Signatures Follow]

IN WITNESS WHEREOF, MetroHealth and Owner have duly executed this Management Agreement as of the date and year first above written.

METROHEALTH:

The MetroHealth System, a county hospital created under Chapter 339 of the Ohio Revised Code

By: _____
Print name: _____
Title: _____

OWNER:

Metro Gateway LLC
an Ohio limited liability company

By: NRP Metro Gateway LLC, an Ohio limited liability company, its managing member

By: NRP Manager LLC, a Florida limited liability company, its manager

By: _____
Noam Magence, Secretary

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of The **MetroHealth System**. This is an acknowledgement clause. No oath was taken in connection with the signing.

Notary Public
My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Noam Magence, Secretary of NRP Manager LLC, Manager of NRP Metro Gateway LLC, Managing Member of **Metro Gateway LLC**. This is an acknowledgement clause. No oath was taken in connection with the signing.

Notary Public
My Commission Expires: _____

EXHIBIT A

Depiction/Description of Space

The Premises depicted on A-2 which is to be constructed on the real property described as:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Cuyahoga,
STATE OF OH, AND IS DESCRIBED AS FOLLOWS:

Parcel A in the Lot Consolidation for CCH Development Corporation, being a part of Original Brooklyn Township Lot 67 and known as being all of Sublots 11, 12, 13, 32, 33 and part of Sublots 14, 15, 16, 34, 35, 36, 37 & 38 of the A. Stones Allotment as recorded in Volume 11, Page 24 and Part of Vacated West 23rd Place as shown by recorded in Volume 255, Page 59 of Cuyahoga County Plat Records, according to the plat recorded as Document No. 202005280053 of Cuyahoga County Records.

