

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the date the last party executes this Agreement (the "Effective Date") by and between THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY ("Seller"), and RICHARD A. BARONE CHARITABLE FOUNDATION, an Ohio non-profit corporation ("Purchaser").

1. PREMISES. Seller shall sell, and Purchaser shall purchase, upon the terms and conditions of this Agreement, the real property with an address of 4645 Mayfield Road, South Euclid, Ohio, being Cuyahoga County Fiscal Officer's Permanent Parcel Nos. 703-06-001 (the "Caretaker's Parcel") and 703-06-019 (the "Mansion Parcel") and as more fully described in Exhibit A attached hereto, together with all buildings, improvements, fixtures, and appurtenances, but not including such items of Seller's personal property as set forth in Exhibit B attached hereto and incorporated herein by reference, which shall be removed on or before the expiration of the term of the Lease Agreement, as defined below in Section 9, and retained by Seller. The foregoing property being sold are hereinafter referred to as the "Premises."

2. PURCHASE PRICE. The Purchaser shall pay the sum of Seven Hundred Fifty-Five Thousand and 00/100 Dollars (\$755,000) for the Premises (the "Purchase Price") payable as follows:

- (a) Earnest money of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the "Initial Earnest Money Deposit") shall be deposited with the Title Company, as defined below, within three (3) Business Days after the Effective Date; and
- (b) An additional sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "Additional Earnest Money Deposit" collectively with the "Initial Earnest Money Deposit, the "Earnest Money") shall be deposited with the Title Company at the end of the Inspection Period, as defined below in Section 16;
- (c) The Earnest Money shall be deposited by the Title Company into an interest bearing account; and
- (d) The balance of the Purchase Price subject to credits for prorations, if any, called for herein, shall be deposited into escrow in readily available funds and paid to Seller on the Closing Date.

3. LIMITED WARRANTY DEED. Seller shall convey (or cause to be conveyed) fee simple title to the Premises to Purchaser, by good and sufficient limited warranty deed (the "Deed"), conveying title to Purchaser, free and clear of all liens and encumbrances whatsoever, except the following: (i) zoning ordinances, (ii) taxes and assessments (both general and special) not yet due and payable; (iii) matters that an accurate survey would reveal; and (iv) covenants, reservations, restrictions, easements, limitations, conditions and other matters of

record set forth in the Title Commitment as defined below and approved by Purchaser (the foregoing being each a "Permitted Encumbrance" and collectively "Permitted Encumbrances").

4. TITLE INSURANCE. Seller shall furnish to Purchaser an owner's fee policy of title insurance in the ALTA Form B-2006 (6/17/06) without any of the standard exceptions (the "Owner's Policy"), to be issued by Surety Title Agency, Inc. 1010 Leader Building, 526 Superior Avenue East, Cleveland, OH 44114-1401 Attn: Robert M. Greggo, Esq. (the "Title Company"). The Owner's Policy shall be in the amount of the Purchase Price, insuring title to the Premises, immediately upon the filing of the Deed for record, to be good in Purchaser as provided in Section 3 above. Seller shall cause the Title Company to issue to Purchaser a written title commitment for the Owner's Policy evidencing the results of a title examination and tax lien search ("Title Commitment") within five (5) days after execution of this Agreement. All costs of obtaining the title examination, Title Commitment and Owner's Policy shall be paid for as provided in Section 8 of this Agreement. Purchaser shall have until the last day of the Inspection Period, to notify Seller in writing of any objection which Purchaser may have to any exception reported in the Title Commitment or any survey of the Premises and which is not a Permitted Encumbrance ("Title Objection"). If Purchaser fails to make such objection by such date, all items shown on the Title Commitment shall be deemed to be Permitted Encumbrances and Purchaser shall take title to the Premises subject thereto.

5. TITLE DEFECTS. If the Title Company is unable to issue its Owner's Policy as provided herein due to any defects in the title or Title Objection, it shall notify both parties in writing of the reasons why it is unable to issue the Owner's Policy and/or the exceptions which it would require to be inserted in the Owner's Policy if it were issued. Seller then, within ten (10) days after the receipt of such notice (the "Title Cure Period"), shall take such appropriate steps as are necessary to secure the removal of such defect or Title Objection from the title; specifically, Seller shall be obligated to cure the same only if such defect or Title Objection are in the nature of mortgages, judgment liens, mechanic's liens, or tax or other governmental liens, federal or state. The Escrow Agent is authorized to pay such funds as are necessary for the discharge of such defects required to be cured by Seller. If the Title Company is unable to issue the Owner's Policy without such exceptions within the Title Cure Period, in addition to any other remedies available to Purchaser, Purchaser shall have the option, to be exercised by Purchaser in writing within five (5) days after the expiration of the Title Cure Period, of either (i) accepting title to the Premises subject to defect or Title Objection in the title without any reduction in the Purchase Price, or (ii) terminating this Agreement. If Purchaser elects to terminate this Agreement, the Escrow Agent shall return all funds and documents deposited with it to the party who so deposited the same and thereupon the parties shall be released from any further obligations hereunder each to the other, except that all title and escrow expenses shall be paid for by Seller.

6. ESCROW AGENT. This transaction shall be placed in escrow with the Title Company or other reputable title company of Purchaser's choice reasonably satisfactory to Seller in such capacity referred to as the "Escrow Agent", and this Agreement, together with the Escrow Agent's usual conditions of acceptance, shall serve as escrow instructions; provided, however, that in the event of any conflict between the provisions of this Agreement and the Escrow Agent's usual conditions of acceptance, the provisions of this Agreement shall govern.

Purchaser and Seller hereby designate the Escrow Agent as the "reporting person" for purposes of completing and filing IRS Form 1099 for this transaction.

7. CLOSING DATE. Subject to the terms and conditions of this Agreement, the Closing shall occur no later than January 29, 2014 (the "Closing Date"). If an earlier date is selected for the Closing, such Closing Date shall be selected by mutual consent of the parties. All documents necessary for the completion of this transaction shall be deposited with the Escrow Agent on the Business Day as defined below immediately prior to the Closing.

8. CLOSING ADJUSTMENTS. When all documents and funds have been deposited in escrow and the Title Company is in a position upon the filing of the Deed for record to issue its Owner's Policy as provided for herein, the Escrow Agent shall promptly file the Deed for record and complete this transaction (the "Closing") after making the adjustments and prorations hereinafter provided:

- (a) Seller shall pay the cost of the title commitment fee and one-half (1/2) the cost of the premium for the Owner's Policy and title examination, one-half (1/2) of any transfer taxes and conveyance fees, one-half (1/2) of the escrow fee, all broker's commissions, Seller's legal fees, and any other costs, expenses and/or prorations to be paid by Seller as provided herein.
- (b) Purchaser shall pay the cost of recording the Deed, one-half (1/2) the cost of the premium for the Owner's Policy and title examination, one-half (1/2) of the escrow fee, one-half (1/2) of any transfer taxes and conveyance fees, Purchaser's inspection fees, Purchaser's legal fees, and any other costs, expenses and/or prorations to be paid by Purchaser as provided herein.
- (c) Real estate taxes and assessments, both general and special, shall be prorated between the parties as of the Closing based upon the amounts shown on the last available tax duplicate. Subsequent to the preparation by the taxing authority of the rates and valuations for the Premises for the year in which the Closing occurs, and the final disposition of all tax complaints (if any) for the Premises for such year and all prior years, Seller and Purchaser shall recompute the proration of real estate taxes based upon the final rates and valuation and any amounts found due from either party shall be paid by the appropriate party to the other party outside of escrow.

9. LEASEBACK. Seller shall deliver possession of the Premises, in its present condition, subject to normal wear and tear and subject to the obligation of Seller with respect to the parking surfaces on the Premises set forth in Section 11 below, to Purchaser on the Closing Date. As a condition to Seller's obligation to consummate the transaction contemplate by this Agreement, the parties shall enter into a mutually satisfactory Lease Agreement attached hereto and marked as Exhibit C effective as of the Closing Date for Seller's lease of the Mansion Parcel substantially in the form attached hereto ("Lease Agreement").

10. UTILITIES. All utilities, including, but not limited to water, electricity and gas meters in the name of Seller shall be read promptly as of the date possession is actually delivered to Purchaser subject to the terms of the Lease Agreement and Seller shall pay the final bills for all utilities, including internet and cable television (if any), servicing the Premises in accordance with the Lease Agreement.

11. PARKING LOT. Seller, at Seller's sole cost, shall repair and repave the entire parking lot servicing the Premises, including replacing the drains, based upon the scope of work outlined in the proposal attached hereto and marked as Exhibit D.

Note: cost to
Library is \$50,000.

12. CONSERVATION EASEMENT. Purchaser, in its sole discretion, may encumber the Premises with a conservation easement as a means of protecting the historic structures located on the Premises. Upon request, Seller shall cooperate with Purchaser in Purchaser's efforts to obtain the conservation easement at no cost to Seller.

No preservation here.

13. PURCHASE OF THE PROPERTY "AS IS". Except as specifically provided to the contrary in this Agreement, Purchaser acknowledges and agrees that Seller has made no other representation or warranty whatsoever, expressed or implied, as to the condition, quantity, design, merchantability, fitness or quality of the Premises, and Purchaser shall rely on its own inspections and investigations with regard to such matters. Subject to the representations, warranties and covenants of Seller under this Agreement, Purchaser agrees to accept the Premises and all portions thereof on the Closing Date "AS IS", "WHERE-IS" and "WITH ALL FAULTS".

14. LEAD BASED PAINT DISCLOSURE. Seller and Purchaser have completed and executed the Lead Based Paint disclosure information attached hereto as Exhibit E.

15. REPRESENTATIONS AND WARRANTIES.

(a) Seller covenants, represents and warrants as follows:

- (i) that as of the Closing Date the Premises shall be free from mechanic's liens or the possibility of the rightful filing thereof;
- (ii) that from the date hereof until the Closing Date, Seller will neither do, nor commit, nor suffer to be done any act or thing which would adversely affect Seller's present title to the Premises;
- (iii) there are no actions, claims, proceedings, investigations, notices, orders, demands or requests pending, or to the knowledge of Seller, threatened, arising from or related to any generation, treatment, storage, disposal or release of any Hazardous Material at or from the Premises or alleging that Seller is required to perform any "response," "corrective," "removal," or "remedial" action, as defined in any Law, or to pay for the costs of any such action at the Premises. Hazardous Material means (i) any and all pollutants and contaminants, and any and all toxic, caustic, radioactive or

otherwise hazardous materials, substances or wastes that are regulated under any environmental law; (ii) petroleum and its derivatives and by-products, and any other hydrocarbons (including, without limitation, crude oil or any fraction thereof, gasoline, diesel fuel or other petroleum hydrocarbons), polychlorinated biphenyls and asbestos, regardless of whether any such substance or material is specifically listed or designated as a hazardous substance under any environmental law; and (iii) any radioactive material, including, without limitation, any source material, special nuclear material, by-product, low-level radioactive waste, high-level radioactive waste, spent nuclear and any other radioactive materials or radioactive waste, however produced; and (iv) any substance, material, chemical, pollutant, contaminant or waste listed in the United States Department of Transportation Hazardous Materials Table, 49 C.F.R. Part 172;

- (iv) Seller has not received any notification, written or otherwise, from any party or person challenging its ownership of the Premises, or any notification of any litigation affecting or pertaining to the Premises, except as disclosed on Schedule 15(a)(iv); This is our injunction.
 - (v) Seller has not received any written notice from any governmental body having jurisdiction asserting the existence of any violations of any applicable building, safety, fire or health laws with respect to the Premises;
 - (vi) There are no third party service maintenance or similar contracts related to the ownership, operation, maintenance or management of the Premises that would be binding on Purchaser following Closing Date; and
 - (vii) that Seller has full power and authority to execute and deliver this Agreement and all other documents now or hereafter to be executed and delivered pursuant to this Agreement (the "Seller's Documents") and to perform all obligations arising under this Agreement and the Seller's Documents.
- (b) If Purchaser is added as a party to the litigation disclosed on Schedule 15(a)(iv), including any related appeals (the "Litigation"), then Seller agrees to hold harmless the Purchaser from and against any and all liabilities, losses, costs, and expenses arising out of the Litigation, including reasonable attorney fees, provided that (i) Purchaser provides written notice and tenders its defense to Seller within ten (10) days after Purchaser is served with process in connection with the Litigation; (ii) Seller shall have the right to select counsel to represent and defend Purchaser from and against the claims asserted against Purchaser in the Litigation; (iii) Purchaser shall cooperate fully with Seller and defense

counsel selected by Seller in the defense of any claims asserted against Purchaser in the Litigation; and (iv) Seller shall have the exclusive right to control the defense of any claims asserted against the Purchaser in the Litigation, including, but not limited to, the right to settle such claims if Seller deems it prudent to do so.

(c) Purchaser covenants, represents and warrants as follows:

(i) that after the Closing Purchaser shall comply with the National Historic Preservation Act of 1966, as amended and National Register Federal Program Regulations; and

(ii) that Purchaser has full power and authority this Agreement and all other documents executed and delivered pursuant to "Purchaser's Documents") and to perform under this Agreement and the Purchaser's D

Since Telling had no federal money spent on it, it has no protection under these regulations: See: <http://www.nps.gov/history/nR/faq.htm#modify> Please correct me if I am wrong.

16. INSPECTION CONTINGENCY. Purchaser shall have the right during the forty-five (45) day period immediately after the Effective Date (the "Inspection Period") to cause the Premises to be inspected by an inspector or inspectors of Purchaser's choice. Such right to inspection shall include, without limitation, environmental site assessment of the Premises, land surveys, building inspection and assessment survey of asbestos containing materials, and inspection for pest infestation. No later than ten (10) days following the Effective Date, Seller shall deliver copies of any existing land surveys, environmental reports, asbestos surveys, accessibility surveys or "ADA" surveys, construction contracts, structural engineering reports, leases, guarantees and warranties, appraisals, plans, specifications, architectural drawings, civil engineering drawings, and site plans permits or other due diligence and inspection reports in Seller's possession or easily obtainable without cost to Seller. For purposes of such inspection, the Purchaser and such inspectors shall be given reasonable and convenient access to the Premises during such Inspection Period. Purchaser shall provide Seller prior notice of any scheduled inspections of the Premises and all inspections shall be performed during Seller's normal business hours and in a such manner that will not disrupt Seller's normal business operations. Seller or Seller's agent shall accompany Purchaser or Purchaser's representative during any inspections of the Premises. Purchaser shall be responsible for any injury or damage to the Premises or to Seller's employees, agents, licensees, invitees, guests, or other such persons caused by Purchaser's representatives during such entry. Purchaser shall promptly and at Purchaser's expense restore the Premises and repair any damage occasioned by such review and inspection to the condition the Premises was in prior to such review and inspection. Purchaser shall hold Seller, its officers, directors, agents and employees, harmless from and against any loss, cost, damage, claim, liability arising from or due to any such entry.

If Purchaser gives Seller written notice that Purchaser is not satisfied with the condition of the Premises at any time for any reason in Purchaser's sole discretion prior to the expiration of the Inspection Period, then Purchaser may terminate this Agreement by giving written notice thereof to the Seller and the Escrow Agent, in which event the Initial Earnest Money Deposit, including interest, and documents deposited by the parties with the Escrow Agent or each other shall

immediately be returned to the party who so deposited the same and the parties shall thereupon be released from any further obligations hereunder each to the other. Upon termination of this Agreement and at Seller's written request, Purchaser will provide to Seller copies of any reports, surveys, or environmental assessments obtained by Purchaser during the Inspection Period, except for those reports, surveys or environmental assessments that relate to the Purchaser's development or use of the Premises. In the event the Purchaser does not give such notice within the Inspection Period, this contingency shall be deemed removed and this Agreement shall be unconditional as to such inspection.

17. RISK OF LOSS. Seller shall keep the Premises insured against all risks and losses, to the full insurable value thereof, until Closing. Risk of loss to the Premises or any part thereof shall remain Seller's responsibility through the Closing. If the Premises or any part thereof are destroyed or damaged by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser within a reasonable time after such fire or other casualty. Thereafter, Seller shall restore, within ninety (90) calendar days following fire or other casualty, the damaged portion of the Premises to a condition substantially equivalent to that which existed immediately prior to such fire or casualty. If (i) the Seller is unable or chooses not to restore, within ninety (90) calendar days following such fire or casualty, the damaged portion of the Premises to a condition substantially equivalent to that which existed immediately prior to such fire or casualty; or (ii) if irrespective of the Seller's willingness to restore the Premises, the cost of repair of all such damage or destruction exceeds One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) to the main building on the Premises or Two Hundred Thousand and 00/100 Dollars (\$200,000.00) in the aggregate to the Premises, Seller shall notify Purchaser within five (5) days thereafter and Purchaser may elect to terminate this Agreement, by written notice delivered within five (5) days of Seller's notice to Purchaser. In such event, the Escrow Agent shall return all funds and documents deposited with it to the party who so deposited the same and thereupon the parties shall be released from any further obligations hereunder each to the other, except that expenses of the Escrow Agent shall be borne equally between Seller and Purchaser. If Purchaser chooses not to terminate this Agreement, or if Seller does not restore the damaged portion of the Premises as provided above, then the transaction shall proceed as contemplated herein, in which event Seller shall assign to Purchaser all of Seller's right, title and interest in the insurance proceeds to be paid on the claim of loss, and there shall be no reduction of the Purchase Price.

18. BROKERS. The parties acknowledge that that Seller has retained James R. Vanco of CBRE, Inc. ("Purchaser's Broker") as the real estate broker and agent for this transaction. Seller and Purchaser agree to execute an Agency Disclosure Statement a copy of which is attached hereto as Exhibit D. Each party hereto agrees to indemnify the other from and against all loss, cost, damage or expense arising out of or resulting from any act or acts of the indemnifying party which gives rise to any claim of any such broker or agent in connection with this transaction.

19. BREACH BY SELLER. In the event of a breach of this Agreement by Seller, Purchaser shall be entitled to a full and complete return of the Earnest Money, including interest, as liquidated damages. Purchaser and Seller acknowledge and agree that (i) the sole right of Purchaser shall be to recover and the sole liability of Seller shall be to pay to Purchaser the Earnest Money, including interest, as liquidated damages; and (ii) the payment of Earnest

Money, including interest, as liquidated damages pursuant hereto is fair and reasonable in light of all the circumstances existing on the date of this Agreement, including the parties' estimation of the possible range of damages to Purchaser in the event of any default or breach of this Agreement by Seller. Purchaser and Seller hereby agree that the damages that would be suffered by Purchaser in the event of such default by Seller would be impossible to determine accurately and that proof of the amount of such damages would be costly and inconvenient.

20. BREACH BY PURCHASER. In the event of the breach of this Agreement by Purchaser, the Escrow Agent shall pay to Seller the Earnest Money, including interest, as liquidated damages. Purchaser and Seller acknowledge and agree that (i) the sole right of Seller shall be to recover and the sole liability of Purchaser shall be to pay to Seller the Earnest Money, including interest, as liquidated damages; and (ii) the payment of Earnest Money, including interest, as liquidated damages pursuant hereto is fair and reasonable in light of all the circumstances existing on the date of this Agreement, including the parties' estimation of the possible range of damages to Seller in the event of any default or breach of this Agreement by Purchaser. Purchaser and Seller hereby agree that the damages that would be suffered by Seller in the event of such default by Purchaser would be impossible to determine accurately and that proof of the amount of such damages would be costly and inconvenient.

21. BINDING EFFECT. Upon execution by Purchaser and Seller, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, executors, administrators, successors and assigns.

22. NOTICES. All notices, requests, or other communications desired or required to be given under this Agreement shall be in writing and shall be sent by a party or by a party's attorney as set forth below via (a) certified or registered mail, return receipt requested, postage prepaid, (b) national prepaid overnight delivery service, or (c) personal delivery with receipt acknowledged in writing.

To the Seller: The Board of Trustees of the
Cuyahoga County Public Library
2111 Snow Road
Parma, Ohio 44134
Attn: Sari Feldman

With a copy to: Teresa Metcalf Beasley, Esq.
Calfee, Halter & Griswold LLP
The Calfee Building
1405 East Sixth Street
Cleveland, Ohio 44114

To the Purchaser: Richard A. Barone Charitable Foundation
c/o The Ancora Group
One Chagrin Highlands
2000 Auburn Drive
Suite 300
Cleveland, Ohio 44122

With a copy to: Carl J. Dyczek, Esq.
Walter|Haverfield LLP
1405 East Ninth Street
Suite 3500
Cleveland, Ohio 44114

23. MULTIPLE COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

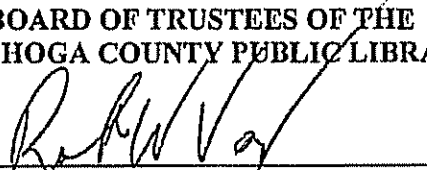
24. MISCELLANEOUS. This Agreement contains all of the terms and conditions agreed upon by Seller and Purchaser. This Agreement shall be governed by the laws of the State of Ohio. Whenever any period of time is specified herein for the taking of any action or the giving of any notice, the period shall be computed by excluding the day upon which the period is specified to commence and including the last day of the period specified. When any day or date specified, herein falls upon a day other than a Business Day the immediately following Business Day shall be used for the purposes of this Agreement. As used herein, the term "Business Day" shall mean any day that is not a Saturday, Sunday or legal holiday in the State of Ohio.

[Remaining Balance of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, this Agreement has been executed and accepted by Seller on the ____ day of September, 2013.

SELLER:

**THE BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC LIBRARY**

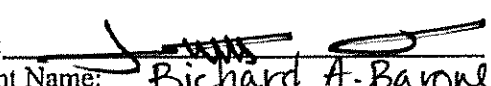
By: 
Robert W. Varley, President

By: _____
Edward H. Blakemore, Secretary

IN WITNESS WHEREOF, this Agreement has been executed and accepted by Purchaser on the 3 day of ~~September~~, 2013.
October

PURCHASER:

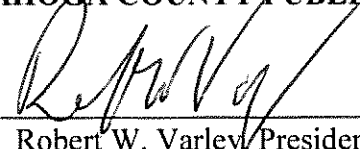
**RICHARD A. BARONE CHARITABLE
FOUNDATION,**
an Ohio non-profit corporation

By: 
Print Name: Richard A. Barone
Its: President

IN WITNESS WHEREOF, this Agreement has been executed and accepted by Seller on the ____ day of September, 2013.

SELLER:

**THE BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC LIBRARY**

By: 
Robert W. Varley, President

By: _____
Edward H. Blakemore, Secretary

IN WITNESS WHEREOF, this Agreement has been executed and accepted by Purchaser on the ____ day of September, 2013.

PURCHASER:

**RICHARD A. BARONE CHARITABLE
FOUNDATION,**
an Ohio non-profit corporation

By: _____
Print Name: _____
Its: _____

IN WITNESS WHEREOF, this Agreement has been executed and accepted by Seller on the ____ day of September, 2013.

SELLER:

**THE BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC LIBRARY**

By: _____
Robert W. Varley, President

By: Edward Blakemore
Edward H. Blakemore, Secretary

IN WITNESS WHEREOF, this Agreement has been executed and accepted by Purchaser on the ____ day of September, 2013.

PURCHASER:

**RICHARD A. BARONE CHARITABLE
FOUNDATION,**
an Ohio non-profit corporation

By: _____
Print Name: _____
Its: _____

Schedule 15(a)(iv)

Litigation

State Ex Rel. Diane Mullally, et al. vs. Cuyahoga County Public Library Board
Case No. 806775

The case was originally filed on May 7, 2013 and was dismissed on July 8, 2013. The plaintiffs filed an appeal and the same has been scheduled for mediation October 21, 2013.

EXHIBIT A
Legal Description of the Premises

Mansion Parcel

Situated in the City of South Euclid, County of Cuyahoga and State of Ohio and known as being part of Original Euclid Township Lot No. 71 and Tract No. 3, and being further bounded and described as follows:

Beginning at a point in the center line of Mayfield Road (80 feet wide) at its intersection with the easterly line of land conveyed to William Telling by deed recorded in Volume 133, Page 8, of Cuyahoga County Records, from which point of beginning an iron pin bears N 2°48'35" E 40.08 feet;

COURSE #1: Thence N 2°48'35" E along the easterly line of land so conveyed to William Telling, 600.00 feet to an iron pin, from which another iron pin bears S 2°48'35" W 24.31 feet;

COURSE #2: Thence S 89°10'20" W, being parallel with the center line of Mayfield Road as aforesaid, 342.77 feet to an iron pin in the westerly line of land conveyed to William Telling as aforesaid;

COURSE #3: Thence S 2°48'15" W along the westerly line of land so conveyed to William Telling, 436.94 feet to the northwesterly corner of a parcel of land conveyed to Dorothy B. Bonner by deed recorded in Volume 5235, Page 55, of Cuyahoga County Records;

COURSE #4: Thence S 87°11'45" E along the northerly line of land so conveyed to Dorothy B. Bonner, 53.89 feet to an iron pin at the northeasterly corner thereof;

COURSE #5: Thence S 29°48'15" W along the easterly line of land so conveyed to Dorothy B. Bonner, 159.64 feet to the center line of Mayfield Road as aforesaid;

COURSE #6: Thence N 89°10'20" E along said center line of Mayfield Road, 288.71 feet to the place of beginning, according to a survey made by Bauer Surveys Company and dated August 31, 1951, be the same more or less, but subject to all legal highways, and subject to the several easements and a right-of-way included in the deed to The Carolina Corporation recorded in Volume 6452, Page 10 of Cuyahoga County Records, and included in the grant of easement from Dorothy B. Bonner and James H. Bonner to Carolina Corporation dated October 26, 1951, and recorded by the Recorder of Cuyahoga County on October 30, 1951, and together with all easements pertinent to the above described premises.

Caretaker's Parcel

Situated in the City of South Euclid, County of Cuyahoga, State of Ohio, and known and described as follows:

Beginning at the intersection of the center line of Mayfield Road with the Westerly line of premises conveyed to William Telling by deed recorded in Volume 133, Page 8 of Maps Cuyahoga County Records;

Thence Northerly along the Westerly line of premises so conveyed to William Telling 40-08/100 feet to an iron pin in the Northerly line of Mayfield Road, 80-00/100 feet wide;

Thence continuing Northerly along the Westerly line of premises so conveyed to William Telling, 123-42/100 feet;

Thence Easterly at right angles with the Westerly line of said premises to William Telling 53-89/100 feet to an iron pin;

Thence Southerly parallel with the Westerly line of premises so conveyed to William Telling, 160-08/100 feet to the center line of Mayfield Road;

Thence Westerly along the center line of Mayfield Road 54-00/100 feet to the beginning, according to the survey of Charles W. Root, Registered Professional Engineer and Surveyor.

EXHIBIT B

PERSONAL PROPERTY

EXHIBIT C

LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made effective as of _____, 2014 (the "Effective Date"), by RICHARD A. BARONE CHARITABLE FOUNDATION, an Ohio non-profit corporation ("Landlord"), and BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY ("Tenant") on the terms and conditions set forth below.

RECITALS

1. Leased Premises. Upon and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property located in the City of South Euclid, County of Cuyahoga, State of Ohio, known as Cuyahoga County Fiscal Officer's Parcel No. 703-06-019, as further described in Exhibit A attached hereto and made a part hereof (the "Land"), the building and other improvements located thereon having an address of 4645 Mayfield Road, South Euclid, Ohio (collectively, the "Building"), except for the Office Space (as defined herein), together with all other rights, privileges, easements and appurtenances thereunto belonging (collectively, the "Leased Premises"). Landlord has not made any representations, warranties or guaranties, express or implied, oral or written, past, present or future, with respect to the physical condition or any other aspect of the Leased Premises, and Tenant expressly acknowledges that the Leased Premises are being leased and accepted in "AS IS" condition.

2. Lease Term. The term of this Lease (the "Term") shall commence on the Effective Date of this Lease and terminate on the date that Tenant has moved all of its operations located on the Leased Premises to the newly constructed public library facility located on Green Road, South Euclid, Ohio (the "New Facility") or on September 30, 2015 whichever occurs first. In the event that Tenant's New Facility is not complete by the end of the Term, then the Term of this Lease shall automatically extend, without any required approval by Landlord, on a month - to - month basis (the "Extension Term"). Tenant shall provide Landlord with sixty (60) days written notice of its intent to terminate this Lease.

3. Base Rent. Tenant shall pay Base Rent for the Leased Premises during each Lease Year of the Term equal to One and 00/100 Dollar (\$1.00). Base Rent and any other amounts due Landlord are hereinafter sometimes collectively referred to as "Rent. Rent shall be payable without deduction or offset, in advance, on or before the first day of each month to Landlord at the address set forth above, or at such other place as Landlord may from time to time designate.

4. Utilities: Taxes. (a) During the Term of this Lease all of the utilities serving the Leased Premises shall remain in the name of the Tenant and Tenant shall pay, as and when due, all water, sewer, power, heat, gas, electricity utility services used or consumed on the Leased Premises during the Term, such payment to be made directly to the supplying utility company. Landlord shall not be liable for any permanent or temporary interruption or termination of utility services nor shall any of Tenant's obligations under this Lease be affected by any such interruption or termination of utility services. Prior to the end of the Term of this Lease, including any Extension Term, Tenant shall cause all utilities, including, but not limited to, water, electricity and gas meters in the name of Tenant to be read by the appropriate utility companies as of the date possession of the

Leased Premises is delivered to Landlord, and Tenant shall pay the final bills for all utilities. During the Term of this Lease, and at Landlord's request, Tenant shall provide Landlord copies of any paid invoices for utilities, landscaping and snow removal.

(b) It is anticipated by the parties that during the Term of this Lease, there will be no real estate taxes levied, imposed or assessed on the Leased Premises ("Real Property Taxes"). On the Effective Date, Landlord shall file with the Cuyahoga County Fiscal Officer's office and the Ohio Department of Taxation an Application for Real Property Tax Exemption and Remission to exempt the Leased Premises from all Real Property Taxes. Tenant shall cooperate with Landlord in Landlord's efforts to obtain the real estate tax exemption for the Leased Premises. During the Term, including any Extension Term thereof, Tenant shall be responsible for all Real Property Taxes, if any, imposed or assessed against the Premises, or any part thereof. In this regard, Tenant shall timely pay, when due, all Real Property Taxes imposed or assessed against the Premises, or any part thereof, and shall promptly comply with all notices, orders and demands of any authority imposing the same. At such time, Landlord obtains an exemption from Real Property Taxes of the Leased Premises, Landlord shall immediately cause any refund or credit of Real Property Taxes attributable to a period for which Tenant paid Real Property Taxes, to be returned to the Tenant.

5. Maintenance and Repairs: Alterations. (a) Tenant shall be responsible for ordinary and routine maintenance of non-structural portions of the Building, including the heating, ventilation, air conditioning, electrical, plumbing, mechanical and other systems serving the Building (collectively the "Building Systems"). In addition, Tenant shall be responsible for the day-to-day maintenance of the current landscaping on the Land, and shall be responsible for the removal of any accumulations of snow and ice from any sidewalks and parking lots located on the Land. Tenant shall at all times keep the Leased Premises lighted and heated, in the same order, condition and repair, as of the commencement of the Term, and shall exercise and perform good maintenance practices. Tenant shall not make any alterations or improvements to the Leased Premises ("Alterations") without Landlord's express written approval, which approval shall not be unreasonably withheld or delayed in the case of interior, non-structural Alterations. In connection with the granting of such consent, Landlord shall have the right to elect whether or not such Alterations shall remain at the Leased Premises upon the expiration or earlier termination of this Lease, and, if Landlord so elects, Tenant shall remove such Alterations from the Leased Premises upon the expiration or earlier termination of this Lease and fully restore any damage caused by such removal in connection with Tenant's surrender obligations hereunder.

(b) Landlord shall be solely responsible for maintaining and repairing the structural elements and making any and all needed replacements of the roof, exterior walls, parking lot, foundation and structural portion of the Building and the replacement of any Building Systems (collectively the "Capital Replacements").

(c) On the Effective Date, Tenant shall create an escrow account to be held by Surety Title Agency, Inc. to be held in the name and for the benefit of Landlord in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) to be used exclusively by Landlord to pay for any Capital Replacements (the "Capital Account"). Except in the case of emergencies,

Landlord shall submit a written request to Tenant to withdraw funds from the Capital Account for the payment of any Capital Replacements. Landlord shall not withdraw funds from the Capital Account without Tenant's express written prior approval, which approval shall not be unreasonably withheld or delayed. Tenant shall not be required to replenish or replace any Capital Account funds that have been withdrawn by Landlord. Any funds remaining in the Capital Account at the end of the Term or any Extension Term of this Lease shall be returned to the Tenant.

(c) Notwithstanding the above, Tenant, at Tenant's sole cost, shall repair and repave the entire parking lot, including replacing certain storm drains within the first three (3) months of the Term, subject to weather conditions.

6. Use. (a) Subject in all respects to the terms and conditions otherwise set forth in this Lease, Tenant may use the Leased Premises for a public library and related general office purposes, and for no other purpose whatsoever. Tenant shall not use or occupy the Leased Premises, or permit or suffer the Leased Premises or any part thereof to be used or occupied, for any use inconsistent with the property's zoning, use any unlawful or illegal business, use or purpose, or in any manner to constitute a nuisance of any kind, or for any purpose or in any way in violation of any applicable laws, including, without limitation, any Environmental Laws (as defined below). Landlord shall not be liable for the loss of or any damage to any property of Tenant or of others located or stored in, upon or about the Leased Premises, whether by theft, vandalism, malicious mischief, unlawful entry or any other cause or reason. Without limiting the generality of the foregoing, at its expense, Tenant shall comply with all applicable laws, rules, regulations, and ordinances now or hereafter enacted with respect to use, occupancy and condition of the Leased Premises.

(b) Landlord shall have the right to use the office space located on the second floor of the Building (the "Office Space"). Such use by Landlord shall be limited to general office and the facilitation of meetings but in no event shall the Office Space be used as a residence for Landlord or any of Landlord's employees or staff, unless such use is approved by the City of South Euclid. Landlord is permitted to use the Office Space only during Tenant's normal business hours of operation and during such use Landlord, its employees, agents and invitees hereby agree to comply with Tenant's code of conduct which is attached hereto as Exhibit B. In the event that Landlord requires the use of the Office Space outside of Tenant's normal business hours of operation Landlord shall obtain Tenant consent to do so and such consent shall not be unreasonably denied or delayed.

7. Liens. Throughout the Term, Tenant shall not suffer or permit any mechanic's lien or other lien to attach to the Leased Premises as a result of any work performed by Tenant or its agents, and whenever and as often as any such lien or liens shall be filed or shall attach, Tenant shall, within thirty (30) days thereafter, pay or bond off such lien or liens or procure their cancellation in any manner prescribed or permitted by law. Tenant acknowledges and agrees that Tenant is not, and shall not be deemed to be, an agent of Landlord in connection with any construction, demolition or renovation activities undertaken by Tenant at the Leased Premises, and nothing contained in this Lease shall be construed as consent or permission by Landlord to subject Landlord's fee simple estate in the Leased Premises to any lien of contractors, suppliers, materialmen or other persons

performing services, or supplying labor or materials, in connection with any construction, demolition or renovation activities undertaken by Tenant. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that no act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

8. Insurance. (a) Tenant shall obtain and keep in force, at its sole cost and expense, commercial general liability insurance insuring the Tenant and the Landlord as an additional insured from and against any and all claims for damages resulting from injury or death to persons or injury to property occurring in and about the Leased Premises or arising out of the use, occupancy or maintenance of the Leased Premises. The amount of coverage shall be not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for property damage and injury or death to persons. Tenant shall keep all of Tenant's trade fixtures, equipment, furnishings and other personal property and contents located at the Leased Premises, and any Alterations performed by Tenant, insured against loss by fire (with extended coverage) in an amount equal to not less than one hundred percent (100%) of the full replacement cost thereof. Landlord shall also obtain and keep in force, at its sole cost and expense, commercial general liability insurance insuring the Landlord and Tenant as an additional insured from and against any and all claims for damages resulting from injury or death to persons or injury to property occurring in and about the Leased Premises or arising out of the use, occupancy or maintenance of the Leased Premises. The amount of coverage shall be not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for property damage and injury or death to persons. Landlord shall keep all of Landlord's trade fixtures, equipment, furnishings and other personal property and contents located at the Leased Premises, and any Alterations performed by Landlord, insured against loss by fire (with extended coverage) in an amount equal to not less than one hundred percent (100%) of the full replacement cost thereof.

(b) From time to time as Landlord may reasonably request, Tenant shall deliver to Landlord a certificate evidencing the existence and amount of the insurance required to be carried by Tenant hereunder. During the Term or any Extension Term of this Lease, no policy of insurance required to be obtained and maintained hereunder shall be cancelable or subject to reduction of coverage or other material modification except after thirty (30) days prior written notice to Landlord.

(c) Tenant shall keep the Building insured at Tenant's expense against loss or damage by fire or other casualty (with extended coverage) in an amount equal to not less than one hundred percent (100%) of the full replacement cost thereof, with an agreed amount endorsement. This casualty insurance policy shall include boiler and machinery coverage and such other coverages as Landlord or its mortgage lender may request from time to time. The proceeds of all such insurance shall be used by Tenant to rebuild and restore with all due haste following receipt of the insurance proceeds.

(d) Notwithstanding any contrary provision of this Lease, each of Landlord and Tenant hereby expressly waives any right of recovery against the other party for damage to the Leased Premises, the Building, and any personal property of Landlord or Tenant located in or about

the Leased Premises, or for injury or death of persons however caused, including the negligence of Landlord or Tenant, or their respective employees, agents, and invitees, to the extent such loss was required to be covered by any of the above insurance policies. If and to the extent that either Landlord or Tenant fails to obtain the required insurance pursuant to this Section 8, then such failure shall not invalidate any waiver and in addition, such failure to obtain the required insurance shall be deemed a default under this Lease. All insurance policies maintained by Tenant and Landlord as provided in this Lease shall contain an agreement by the insurer waiving the insurer's right of subrogation against Landlord and Tenant, respectively, and agreeing not to acquire any rights of recovery which the insured has expressly waived prior to loss. The provisions of this Section 8(d) shall survive the expiration or earlier termination of this Lease.

9. Fire or Other Casualty. If all or any portion of the Leased Premises are damaged or destroyed by fire, flood or any other casualty event (a "Casualty Event"), Tenant and Landlord each shall have the right, but not the obligation, to terminate this Lease exercisable by each delivering written notice to the other party no later than sixty (60) days after such Casualty Event, in which event all Rent and other charges payable under this Lease shall be apportioned as of the date of such Casualty Event. If either party elects to terminate this Lease, then Tenant shall pay the proceeds of the insurance to Landlord. If Tenant elects not to terminate the Lease, then Tenant shall have the obligation, to use the proceeds of the insurance to repair, reconstruct and restore the Leased Premises to their previous condition, and Tenant shall do so with reasonable diligence not to exceed one hundred fifty (150) days. If Tenant is delayed or prevented from performing such restoration because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, unseasonably adverse weather conditions, additional casualty or reasons of a like nature not being the fault of the Tenant, then the period of such delays shall be deemed added to the time herein provided for the repair, reconstruction and restoration of the Leased Premises to their previous condition and the Tenant shall not be liable for losses or damages caused by such delay.

10. Condemnation. If the Leased Premises or any portion thereof shall be permanently taken or condemned by any competent authority for any public or quasi-public purpose ("Condemnation"), then (i) this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and (ii) except as expressly set forth herein, all proceeds payable as a result of such Condemnation shall be payable to Landlord. If either party receives written notice of regarding any such Condemnation, then the receiving party shall provided the non-receiving party with immediate notice of such Condemnation. In the event such Condemnation is of the whole Leased Premises or of a material portion so that the remainder of the Leased Premises is, in a material respect, substantially unusable for Tenant's current use, then this Lease shall, at the option of Tenant, upon written notice to Landlord, given within 15 days after receipt of notice of such Condemnation, cease and terminate as of the date of such Condemnation. If the Condemnation does not render a material portion of the Leased Premises unusable for Tenant's current use, then this Lease shall continue in full force and effect and Rent shall be reduced by an equitable amount, taking into consideration the type of property taken (e.g. improvements, usable parking area or unusable landscape area, etc). In the event of a condemnation of a portion of the Leased Premises and such Condemnation does not result in the termination of this Lease, then Landlord shall repair and restore any damage to the Leased Premises resulting from the

Condemnation. Notwithstanding anything contained herein to the contrary, in the event of a taking under the power of eminent domain of the Leased Premises, whether whole or partial, all compensation awarded for such taking of the fee and leasehold estate, or consideration paid for a conveyance in lieu of condemnation, as damages or otherwise, shall belong to and be the property of Landlord, except that Tenant shall be entitled to recover from Landlord, such amounts as may be separately awarded to Landlord for the cost of removal of Tenant's equipment, trade fixtures and moving expenses.

11. Default. (a) If Tenant shall at any time be in default in the payment of any sums of money required to be paid by Tenant or in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of this Lease, or if Tenant shall commit waste, shall vacate the Premises, shall fail to continuously occupy the Premises for sixty (60) days, then Landlord, in addition to all other remedies given to Landlord at law or in equity, may by written notice to Tenant, terminate this Lease, or without terminating this Lease re-enter the Premises by summary proceedings or otherwise, and in any event may dispossess Tenant.

(b) In the event of such re-entry, Landlord shall use commercially reasonable efforts to relet the Premises, and in the event of a reletting may apply the rent therefrom first to the payment of Landlord's reasonable expenses incurred by reason of Tenant's default, and the reasonable expense of reletting the Premises (including the cost of any repairs) and then to the payment of rent and all other sums due from Tenant hereunder. Tenant shall remain liable for any deficiency, as it would otherwise become due and payable.

(c) All remedies available to Landlord are declared to be cumulative and concurrent. No termination of this Lease nor any taking or recovering of possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant for any past due rent, nor shall the bringing of any action for rent or other default be construed as a waiver of the right to obtain possession of the Premises.

(d) If Tenant shall fail to make any payment or perform any other act on his part to be performed under this Lease, Landlord may make such payment or perform such other act to the extent Landlord deems desirable. Any amounts so paid by Landlord or any expenses so incurred in doing any such act to make up any default on Tenant's part to fulfill Tenant's covenants herein written shall be paid by Tenant as a part of Tenant's Rent.

12. Subletting and Assignment. Tenant shall not assign, pledge, mortgage or encumber this Lease, whether by operation of law or otherwise, or sublease or permit the use of all or any part of the Leased Premises, without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion.

13. Surrender of Leased Premises; Holdover. At the expiration of the Term or Extension Term, or upon any earlier termination of this Lease for any reason, at its expense, Tenant shall: (i) surrender the Leased Premises in good condition and repair, reasonable wear and tear, casualty, loss, and taking by eminent domain excepted; (ii) remove Tenant's trade fixtures and other equipment and personal property owned by Tenant and located on the Leased Premises and any Alterations required to be removed by Landlord pursuant to Section 5 above; (iii) repair any damage

caused by such removal; and (v) execute and deliver any documents reasonably requested by Landlord to confirm the same.

14. Certificates: Inspection. Tenant shall, without charge, at any time and from time to time hereafter, within fifteen (15) days after written request by Landlord, certify by written instrument duly executed and acknowledged and approved by Tenant to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the existence of any default hereunder, to such certifying party's best knowledge and belief; (c) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party, to such certifying party's best knowledge and belief; and (d) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing the same. Landlord, its agents, prospective lenders, purchasers and tenants shall be permitted to inspect or examine the Leased Premises during Tenant's normal business hours upon reasonable written advance notice to Tenant and such inspection or examination of the Leased Premises shall be performed in a manner so as to not disrupt or impair Tenant's business operations.

15. Subordination to Mortgages. Tenant agrees that it shall execute and deliver all instruments that are satisfactory in form, content and format to Tenant which are necessary to effect the subordination of this Lease to the lien of any present or future mortgage or deed of trust granted by Landlord with respect to the Leased Premises.

16. Quiet Enjoyment. Subject to all covenants, conditions and restrictions of record and any other matters affecting the Leased Premises, Landlord warrants to Tenant that, upon Tenant's paying the rent and all other amounts and charges Tenant is required under this Lease to pay, and upon Tenant's performing and observing all covenants, agreements and conditions of this Lease that Tenant is required to perform and observe, Tenant shall quietly have, hold and enjoy the Leased Premises during the Term without hindrance or interruption by Landlord or any other person or persons lawfully claiming by, through or under the Landlord.

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

18. Notices. Every notice or payment required or permitted to be given under or in connection with this Lease shall be deemed to be sufficiently given or served if personally delivered or if sent by an overnight receipted courier or by certified or registered mail, postage prepaid, and addressed to the applicable party at the address set forth below:

TO LANDLORD: Richard A. Barone CHARITABLE FOUNDATION
c/o The Ancora Group
One Chagrin Highlands
2000 Auburn Drive
Suite 300
Cleveland, Ohio 44122

TO TENANT: The Board of Trustees of the
Cuyahoga County Public Library
2111 Snow Road
Parma, Ohio 44134
Attn: Executive Director

Either party may designate a different address, or a different person as addressee, by complying with the provisions of this Section 18. All such notices or other communications shall be deemed to have been sufficiently given and received for all purposes on the date of delivery, if sent by personal delivery; as of the third business day following the date of mailing, if sent by U.S. mail; and as of the next business day following the date of deposit with the overnight courier, if sent by overnight courier, except that notices of change in address shall be deemed given and received only upon actual receipt or refusal of delivery.

19. Governing Law; Severability. This Lease and its performance shall be governed, interpreted and regulated by and in accordance with the laws of the State of Ohio. If any portion of this Lease should be invalid or held invalid, the remainder of it shall be unaffected and remain in full force and effect. The provisions of this Lease shall apply to and be binding upon the heirs, successors, permitted assigns and legal representatives of both Tenant and Landlord.

20. Limitation of Landlord's Liability. (a) If Landlord should sell or otherwise transfer Landlord's interest in the Premises, Tenant agrees that Landlord shall thereafter have no liability to Tenant under this Lease or any modification or amendment thereof or extensions or renewals thereof and this Lease shall terminate. Landlord shall be liable under this Lease only while owner of the Premises. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds received at a judicial sale upon execution and levy against the right, title and interest of Landlord in the Premises and in the rents or other income from such property receivable by Landlord.

(b) For the purposes of this instrument, the term "Tenant Contamination" shall mean any Hazardous Substances (as defined below) released or placed in, on, under or from the Leased Premises by Tenant, its agents, employees or invitees. For the purposes of this instrument, the term "Hazardous Substances" shall mean any hazardous waste, hazardous or toxic substances, including without limitation, asbestos, PCBs, lead-based paint, petroleum and petroleum products, radioactive materials, pesticides, herbicides and any other substance, material or waste that is now or hereafter regulated by any federal, state or local governmental authority or that is now or hereafter listed, defined as or included in the definition of 'hazardous substances', 'hazardous wastes',

'hazardous materials', 'toxic materials' or 'toxic substances' under any applicable Environmental Laws now or hereafter in effect. As used throughout this Lease, the term "Environmental Laws" shall mean any law, regulation, rule, order or directive of any federal, state or local governmental authority now or hereafter in effect that relates to pollution or protection of public health and safety or to the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act, as amended. Tenant hereby agrees to defend Landlord from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of whatever kind and nature to the extent resulting from any of the following: (i) Tenant's negligent or wrongful acts or omissions, (ii) Tenant's breach of the terms and provisions of this Lease, (iii) any injury or damage to property or person caused directly or indirectly by an act or omission by Tenant with respect to the Leased Premises or this Lease, or (iv) any Tenant Contamination, regardless of cause, except for that caused solely and directly by Landlord's gross negligence or willful misconduct. The provisions contained in this Section 20 shall survive the expiration or earlier termination of this Lease.

21. No Broker. Landlord and Tenant each warrants and represents that no real estate broker or finder has shown the Leased Premises to Tenant or initiated the lease of the Leased Premises to Tenant.

22. Miscellaneous. This Lease shall be governed by Ohio law. This Lease shall not be recorded. At Tenant's request, Landlord shall execute and deliver to Tenant a memorandum of lease complying with applicable law (the "Memorandum of Lease") that may be prepared and filed of record by Tenant at its expense. Two or more duplicate originals of this Lease may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. The Lease may be executed in one or more counterparts and will be effective when at least one counterpart has been executed by each party thereto, and each set of counterparts shall constitute one duplicate original.

[Remaining Balance of Page Intentionally Left Blank. Signature Pages Follow.]

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

LANDLORD: RICHARD A. BARONE CHARITABLE FOUNDATION

By: _____

Print Name: _____

Its: _____

TENANT: BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY LIBRARY

By: _____
Robert W. Varley, President

By: _____
Edward H. Blakemore, Secretary

ACKNOWLEDGMENTS

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named RICHARD A. BARONE CHARITABLE FOUNDATION, by _____, its _____, who acknowledged that he did sign the foregoing instrument for and on behalf of said company and that the same is the free act and deed of said company and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, _____, this _____ day of _____, 2014.

Notary Public [SEAL]
My Commission Expires:_____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, by Robert W. Varley, its President, who acknowledged that he did sign the foregoing instrument for and on behalf of said board and that the same is the free act and deed of said board and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, _____, this _____ day of _____, 2014.

Notary Public [SEAL]
My Commission Expires:_____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above named BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, by Edward H. Blakemore, its Secretary, who acknowledged that he did sign the foregoing instrument for and on behalf of said board and that the same is the free act and deed of said board and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, _____, this _____ day of _____, 2014.

Notary Public [SEAL]
My Commission Expires:_____

Exhibit A

Legal Description of the Premises

Mansion Parcel

Situated in the City of South Euclid, County of Cuyahoga and State of Ohio and known as being part of Original Euclid Township Lot No. 71 and Tract No. 3, and being further bounded and described as follows:

Beginning at a point in the center line of Mayfield Road (80 feet wide) at its intersection with the easterly line of land conveyed to William Telling by deed recorded in Volume 133, Page 8, of Cuyahoga County Records, from which point of beginning an iron pin bears N 2°48'35" E 40.08 feet;

COURSE #1: Thence N 2°48'35" E along the easterly line of land so conveyed to William Telling, 600.00 feet to an iron pin, from which another iron pin bears S 2°48'35" W 24.31 feet;

COURSE #2: Thence S 89°10'20" W, being parallel with the center line of Mayfield Road as aforesaid, 342.77 feet to an iron pin in the westerly line of land conveyed to William Telling as aforesaid;

COURSE #3: Thence S 2°48'15" W along the westerly line of land so conveyed to William Telling, 436.94 feet to the northwesterly corner of a parcel of land conveyed to Dorothy B. Bonner by deed recorded in Volume 5235, Page 55, of Cuyahoga County Records;

COURSE #4: Thence S 87°11'45" E along the northerly line of land so conveyed to Dorothy B. Bonner, 53.89 feet to an iron pin at the northeasterly corner thereof;

COURSE #5: Thence S 29°48'15" W along the easterly line of land so conveyed to Dorothy B. Bonner, 159.64 feet to the center line of Mayfield Road as aforesaid;

COURSE #6: Thence N 89°10'20" E along said center line of Mayfield Road, 288.71 feet to the place of beginning, according to a survey made by Bauer Surveys Company and dated August 31, 1951, be the same more or less, but subject to all legal highways, and subject to the several easements and a right-of-way included in the deed to The Carolina Corporation recorded in Volume 6452, Page 10 of Cuyahoga County Records, and included in the grant of easement from Dorothy B. Bonner and James H. Bonner to Carolina Corporation dated October 26, 1951, and recorded by the Recorder of Cuyahoga County on October 30, 1951, and together with all easements pertinent to the above described premises.

Exhibit B

CUYAHOGA COUNTY PUBLIC LIBRARY

CODE OF CONDUCT

Welcome to Cuyahoga County Public Library

Mutual respect makes it possible for everyone to enjoy library materials and services. We appreciate your cooperation in contributing to a welcoming environment for all. This Code of Conduct is for the comfort, safety and protection of all Library customers and staff.

We do not permit conduct that disturbs others or interferes with any person's comfort or safety, such as:

- Disruptive behavior, noise or loud talking
- Disruptive use of cell phones (please use cell phones in designated areas)
- Viewing websites that are inappropriate in a public setting (see Internet Policy)
- Sleeping on the premises
- Solicitation or panhandling of Library staff and/or customers
- Blocking access to entrances, exits and/or materials
- Overcrowding at small tables or in seating areas
- Smoking, alcohol consumption or tobacco usage on premises
- The use of assistance animals that do not meet the definition provided by the Americans with Disabilities Act
- Photography and/or video recording of staff and/or customers without their permission
- Fighting and/or using abusive, profane, harassing, or threatening language
- Stealing, destroying, soiling, or vandalizing library facilities or property
- Violating local ordinances, state, and/or federal law
- Violating Library policies and/or guidelines
- Carrying or handling weapons of any kind, including in cars parked on library property.

Customers shall maintain a generally acceptable standard of personal hygiene.

Health or hygiene conditions that constitute a nuisance to other library customers or staff, such as strong or offensive body odor, are considered unacceptable. Customers must wear a shirt and shoes at all times. We also must insist that customers do not take Library materials into the restroom.

Please recognize that the Library is not responsible for lost or stolen items.

We recommend that customers do not leave personal belongings unattended.

Library staff cannot act in place of parents or caregivers.

Young children and vulnerable customers are not to be left unattended in Library facilities, even when caregivers are in other areas of the building. Customers of all ages are permitted to use library computers to access the Internet, and any restrictions of a child's access to the Internet are the responsibility of the parent or legal guardian (see Internet Policy).

Enjoy snacks responsibly.

Light snacks and covered beverages, such as those offered in library vending machines, are permitted in our branches. Please remember to discard or recycle cans, bottles and wrappers before you leave and tidy up your area so the next customer to visit will find a clean space.

We want everyone to enjoy their time at the Library. We reserve the right to restrict the use of Library facilities, premises and privileges to those who do not abide by the Code of Conduct. Failure to comply with a reasonable staff request may result in removal from Library premises, a ban from Library facilities, the suspension of Library privileges, and/or arrest and prosecution

EXHIBIT D

Perrin

ASPHALT • CONCRETE

525 DAN STREET AKRON OH 44310
330.253.1020 FAX: 330.253.1042

PROPOSAL

Tuesday, July 16, 2013

RFC Contracting, Inc.
13477 Prospect Road, Suite 105
Strongsville, OH 44149

Mr. Roger Riachi
440-572-9444

PROJECT: Telling Mansion
4645 Mayfield South Euclid

AREA APPROXIMATELY 600 SQUARE FEET

- Mill area to a depth of 4"
- Construct 3" of Item #301 asphalt base course rolled for compaction.

AREA APPROXIMATELY 12,000 SQUARE FEET

- Mill area to a depth of 2"

ENTIRE AREA APPROXIMATELY 34,300 SQUARE FEET

- Remove concrete parking blocks and haul off site.
- Clean entire area to be resurfaced of dirt and loose debris.
- Apply item #407 tackcoat to existing surface for adhesive purposes.
- Construct 2" of Item #448 surface course rolled for compaction.
- Stripe parking lot area per the owner's plans and specifications.

COST: \$47,500.00

- Install 6' 100% recycled rubber parking blocks.

COST: \$ 65.00 EACH

BUDGET - DRAIN REPAIR

- Drain repair.

COST: \$2,500.00 EACH

NOTE 1: IF SOFT AREAS ARE ENCOUNTERED, THERE WILL BE AN ADDITIONAL \$20.00 PER TON TO EXCAVATE BAD SOIL. IF ADDITIONAL STONE IS NEEDED, THE COST WILL BE \$25.00 PER TON INSTALLED.

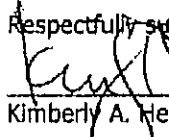
NOTE 2: DUE TO UNSTABLE FUEL COSTS THIS QUOTE IS ONLY GOOD FOR 10 DAYS.

NOTE 3: THE COST DOES NOT INCLUDE LANDSCAPE WORK REQUIRED TO BACKFILL EDGES FOR SUPPORT.

NOTE 4: THERE IS NO GUARANTEE AGAINST ASPHALT/CONCRETE CRACKING.

Respectfully submitted,

Acceptance of Proposal,



Kimberly A. Hengle

PAYMENT TERMS: Full payment must be received within 10 days of completion or 2% of the contract price will be added monthly for service charges (or a minimum of \$50.00).

EXHIBIT E

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) _____ Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) _____ Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) _____ Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

EXHIBIT F
Agency Disclosure Statement
(See attached)

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 4645 Mayfield Road, South Euclid, Ohio 44121
Buyer(s): Richard A. Barone Charitable Foundation
Seller(s): Cuyahoga County Public Library (CCPL)

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE

The seller will be represented by _____ and _____.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent (s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) James Vanco and real estate brokerage CBRE, Inc. will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Richard A. Barone Charitable Foundation

The Cuyahoga County Board of Trustees

BUYER/TENANT _____ DATE _____


ROBERT W. VARLEY, PRESIDENT _____

BUYER/TENANT _____ DATE _____

EDWARD H. BLAKEMORE, SECRETARY _____