

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made as of this 12th day of May, 2014, by and among the City of North Royalton, an Ohio municipal corporation (the "Lessor"), the YMCA of Greater Cleveland, an Ohio not-for-profit corporation ("Agent"), and Parma Community General Hospital, an Ohio not-for-profit corporation (the "Lessee").

WITNESSETH:

1. The Lessor, the Agent and the Lessee entered into that certain Lease Agreement as of December 28, 2010 (the "Original Lease") whereby the Lessor leased to Lessee, and Lessee rented from Lessor the Premises described in the Original Lease.

2. Pursuant to Section 3 of the Original Lease, the parties agreed that the Lessee would pay Base Rent and that "the balance of all construction and build-out costs shall be paid at the completion of construction by and through and as part of annual rent over the original term of this lease", and it is the intention of the parties to set forth the amount of Annual Rent (as such term is defined in the Original Lease).

3. Section 3 of the Lease Agreement is hereby amended to read in its entirety as follows:

3. RENT AND SECURITY DEPOSIT

The Lessee shall pay the following sums as rent for the use for the Premises: (i) the Lessee hereby agrees as of the date of this Agreement to pay to Lessor and Agent the sum of \$500,000.00, to be deposited in the Lessor and Agent's "Construction Project Fund," as a capital campaign contribution to be applied solely toward construction costs of the portion of the Premises to be used by Lessee (the "Base Rent") and such payment shall be used to pay debt service on the City's obligations issued to finance the costs of the Premises, attributable to the build-out of Lessee's portion of the building as summarized in the architectural drawings and costs attached hereto as Appendix A; (ii) The balance of all construction and build-out costs, after payment of the Base Rent, which has been agreed upon by the parties to be Seven Hundred Ninety Thousand Five Hundred Eighty-Two and no/100 Dollars (\$790,582.00), shall be paid as follows: (a) On or before May 1, 2014, Lessee shall pay to the City One Hundred Fifty Eight Thousand One Hundred Sixteen and no/100 Dollars (\$158,116), representing Lessee's proportionate share of the costs of the Premises attributable to the build-out of Lessee's portion of the building for the period from June 1, 2012 to and including May 31, 2014, and (b) Lessee shall pay to the City the balance, Six Hundred Thirty-Two Thousand Four Hundred Sixty-Six and no/100 Dollars (\$632,466.00), in equal monthly installments on the first day of each calendar month commencing June 1, 2014 and continuing to and including May 31, 2022., Lessee shall pay to the City in advance equal monthly installments in the amount of Six Thousand Five Hundred Eighty-Eight and 19/100 Dollars (\$6,588.19) as "Annual Rent." The Lessee shall pay this balance without notice, deduction, set-off, abatement or demand at the office of the Lessor, or at such other place as Lessor may from time to time designate.

Further, the Lessee shall pay to the Lessor/Agent any and all other sums due under this Lease when due and its pro rata share of all costs and expenses of Lessor/Agent to operate the Building (the "Additional Rent," attached hereto as Appendix B) without notice, deduction, set-

off, abatement or demand. From time to time, Base Rent, Annual Rent and Additional Rent are hereinafter collectively referred to as "Rent."

4. In all other respects, of the Operating Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor, the Agent and the Lessee have executed this First Amendment to Lease Agreement as of the day and date first above written.

City of North Royalton

YMCA of Greater Cleveland

By: _____
Robert Stefanik, Mayor
"Lessor"

By: _____
Glenn Haley, President
"Agent"

Parma Community General Hospital

By: _____
_____, Title
"Lessee"

Approved as to form:

Thomas A. Kelly, Director of Law

By: _____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Robert A. Stefanik, Mayor of the City of North Royalton, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such Mayor of the City of North Royalton.

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

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Glenn Haley, CEO of the YMCA of Greater Cleveland, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer of the YMCA of Greater Cleveland.

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

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____, the _____ of Parma Community General Hospital, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer of Parma Community General Hospital.

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

Notary Public