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August 17, 2009

Mark Flanaga, Senior Vice President  
Merchandise Mart Properties Inc.  
222 Merchandise Mart Plaza, Suite 470  
Chicago, Illinois 60654

**Re:** Partial Site Selection Notice under Development Agreement, Amendment #1  
Approval of Predevelopment and Feasibility Plans Costs

Dear Mr. Falanga:

This letter is in reference to the Development Agreement between The County of Cuyahoga, Ohio and Merchandise Mart Properties, Inc., MMPI Cleveland Development LLC (the "Developer"), and Cleveland MMCC LLC dated April 16, 2009 (the "Development Agreement"), and the first phase Site Selection notice dated June 9, 2009. All capitalized terms used in this letter shall be interpreted as defined in the Development Agreement, unless otherwise defined here.

In a letter dated July 15, 2009, the Developer requested an increase in the amount of predevelopment costs for consultant services related to the Feasibility Plans that may be incurred under the first phase Site Selection Notice. That letter was accompanied by a not-to-exceed (NTE) budget for various consultants performing work on the Feasibility Plans in an amount of \$2,443,573 (the "Feasibility Plans NTE Budget"), which represents an increase of \$1,943,573 from the amount the County approved in its June 9, 2009 letter. County staff has reviewed the Feasibility Plans NTE Budget, and it is our understanding that the Feasibility Plans NTE Budget constitutes the total cost to conduct Feasibility Plans for all parcels of property that will comprise the Site.


Therefore, and as an amendment to the first phase Site Selection Notice dated June 9, 2009, the Developer may incur costs related to the Feasibility Plans in an amount not to exceed the Feasibility Plans NTE budget. In accordance with the Development Agreement, all such costs will be paid by the County on a reimbursement basis. Any request for reimbursement of funds under the Feasibility Plans NTE Budget must be accompanied by: 1) third-party invoices; 2) a detailed description of the work performed and any findings resulting there from; and 3) a progress report outlining the percentage of work completed and costs incurred including, without limitation, a detailed description of any use of the \$400,000 contingency in the Feasibility Plans NTE Budget.

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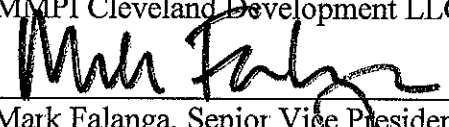
As with the June 9, 2009 notice, this amended first phase Site Selection Notice SHALL NOT begin the commencement of any time periods or deadlines referenced in the Development Agreement. And, as originally stated, it shall be the Developer's responsibility to secure access to the City Property and any other property that will comprise the Site.

Please sign and return the enclosed copy of this letter to me at the above address to acknowledge receipt and acceptance of the terms stated herein.

Sincerely,

  
James McCafferty, MSSA  
Cuyahoga County Administrator

The terms and conditions stated above are hereby acknowledged and accepted:

M/MP/ Cleveland Development LLC  
By:   
Mark Falanga, Senior Vice President

Date: 8/19/09