

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2025-14

By: Councilwoman Mary K. Brown Sponsor: Mayor Cyril M. Kleem

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CLEVELAND BROWNS FOOTBALL COMPANY, LLC, TO AMEND THE CURRENT AGREEMENT RELATING TO THE LEASE OF 76 LOU GROZA BOULEVARD, TO EXECUTE ANY AND ALL DOCUMENTS RELATED THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Berea and the Cleveland Browns Football Company, LLC, (as the ultimate successor in interest to Cleveland Browns, Inc., a Delaware corporation) are parties to that certain Lease dated as of August 1, 1990, as amended by an Amendment to Lease dated as of November 7, 1991, a Second Amendment to Lease dated September 16, 1992, an Amendment to Leases dated as of April 26, 1996, an Assignment, Assumption and Amendment of Leases dated as of October 23, 1998, an Amendment to Lease dated as of June 9, 2015, and an Amendment to Lease dated as of September 27, 2019, for premises consisting of certain training and administrative office facilities and an adjacent indoor practice field located near the corner of Lou Groza Boulevard (formerly First Avenue) and Pearl Street in Berea, Ohio; and

WHEREAS, the term of the Lease will expire on August 1, 2040; but the Cleveland Browns Football Company, LLC. has the right (pursuant to Section 13.1 of the Lease, as amended by the Amendment to Lease dated September 27, 2019) to terminate the Lease at any time after the end of the 2038 NFL football season upon 365 days' prior written notice to the City; and

WHEREAS, the City and an entity affiliated with the Cleveland Browns Football Company, LLC have agreed to certain terms expanding the term of the lease; and

WHEREAS, in connection with the Expansion Terms, the Cleveland Browns Football Company, LLC. has agreed to eliminate their Termination Right and add certain extension options; and

WHEREAS, the City and the Cleveland Browns Football Company, LLC desire to amend the Lease accordingly pursuant to Section 15.8 thereof (the Indenture previously having been released pursuant to its provisions).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, Cuyahoga County, State of Ohio:

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2025-14

SECTION 1. This Council finds that the terms of the lease extension, as set forth in Exhibit "A", which is attached hereto and incorporated herein by reference, is in the best interests of the city by providing additional economic growth and job opportunities, and hereby authorizes and directs the Mayor to enter into an agreement and execute such documents as necessary to effectuate the lease extension with the Cleveland Browns Football Company, LLC.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that it is in the best interests of the City to extend the lease of this property at the earliest possible time in order to facilitate the redevelopment of the area. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: March 17, 2025

ATTEST: [Signature]
Clerk of Council

APPROVED:

March 17, 2025
[Signature]
President of Council

[Signature]
Mayor

APPROVED AS TO FORM:

[Signature]
Director of Law

AMENDMENT TO LEASE

This Amendment to Lease ("**Amendment**") is made and entered into as of the ____ day of February, 2025 (the "**Amendment Effective Date**"), by and between the **CITY OF BEREA**, a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Ohio (hereinafter referred to as "**Landlord**"), and **CLEVELAND BROWNS FOOTBALL COMPANY LLC**, a Delaware limited liability company (hereinafter referred to as "**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant (as the ultimate successor in interest to Cleveland Browns, Inc., a Delaware corporation) are parties to that certain Lease dated as of August 1, 1990, as amended by an Amendment to Lease dated as of November 7, 1991, a Second Amendment to Lease dated September 16, 1992, an Amendment to Leases dated as of April 26, 1996, an Assignment, Assumption and Amendment of Leases dated as of October 23, 1998, an Amendment to Lease dated as of June 9, 2015, and an Amendment to Lease dated as of September 27, 2019 (collectively, the "**Lease**"), for premises consisting of certain training and administrative office facilities and an adjacent indoor practice field located near the corner of Lou Groza Boulevard (formerly First Avenue) and Pearl Street in Berea, Ohio, as more particularly described in the Lease (being defined in the Lease, and also for purposes of this Amendment, as the "**Project**"); and

WHEREAS, Landlord and Tenant (as the ultimate successor in interest to Cleveland Browns, Inc.) also entered into that certain Lease for the outdoor practice fields (commonly known as PPN 362-24-003) dated November 21, 1989 (the "**Practice Field Lease**"); and

WHEREAS, the term of the Lease will expire on August 1, 2040; but Tenant has the right (pursuant to Section 13.1 of the Lease, as amended by the Amendment to Lease dated September 27, 2019) to terminate the Lease at any time after the end of the 2038 NFL football season upon 365 days' prior written notice to Landlord ("**Tenant's Termination Right**"); and

WHEREAS, Landlord and an entity affiliated with Tenant have agreed to certain terms in connection with the expansion of the Project (the "**Expansion Terms**"), which are contained in a separate agreement between Landlord and such entity; and

WHEREAS, in connection with the Expansion Terms, Tenant has agreed to eliminate Tenant's Termination Right and add certain Tenant extension options; and

WHEREAS, Landlord and Tenant desire to amend the Lease accordingly pursuant to Section 15.8 thereof (the Indenture previously having been released pursuant to its provisions).

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and obligations of the parties contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, and intending to be legally bound, the parties hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein or unless the context clearly requires a different meaning, the capitalized and non-capitalized words and phrases defined in the Lease which are used in this Amendment shall have the same meaning ascribed to them in the Lease.

2. **Elimination of Tenant's Termination Right.** Effective as of the Amendment Effective Date, in consideration of Landlord's agreement to the Expansion Terms, Section 13.1 of the Lease shall be deleted in its entirety and replaced with "*Intentionally Omitted*", and for the avoidance of doubt, the Lease shall terminate as of the Termination Date (currently August 1, 2040), unless otherwise extended or terminated early in accordance with the terms of the Lease and this Amendment to Lease.

3. **Tenant Extension Options.** Effective as of the Amendment Effective Date, Tenant shall have (i) the right to extend the Termination Date to August 1, 2045 by giving notice to Landlord by August 1, 2039 (the "**First Extension Option**"), and (ii) in the event Tenant exercises the First Extension Option, the further right to extend the Termination Date to August 1, 2050 by giving notice to Landlord by August 1, 2044.

4. **Ratification of Lease.** This Amendment shall be deemed to form a part of and shall be construed in connection with and as part of the Lease. Except as expressly amended hereby, all of the other terms, covenants and conditions contained in the Lease shall continue to remain unchanged and in full force and effect and are hereby ratified and confirmed. Landlord and Tenant hereby affirm that to the best of its knowledge on the date hereof no breach or uncured default has occurred with respect to the Lease and that the Lease is in full force and effect. To the extent that any terms of the Lease are inconsistent with the terms of this Amendment, this Amendment shall govern and control and the Lease shall be deemed to be amended to conform to the terms of this Amendment.

5. **Further Assurances.** The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as may be necessary or desirable to fully carry out this Amendment and to fully consummate and effect the transactions contemplated hereby.

6. **Binding Effect.** Each of the provisions of this Amendment shall extend to and shall, as the case may require, bind or inure to the benefit of Landlord and of Tenant, and also to each of their respective legal representatives, successors and permitted assigns.

7. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Amendment, but this Amendment shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

8. **Authority.** The Lease, as amended by this Amendment, may be further amended or altered only by written agreement executed by both parties, and this Amendment supersedes all prior agreements, whether written or oral, between the parties with respect to the specific subject matter hereof. Each party (the "**Representing Party**") hereby represents and warrants to the other

party that (a) the Representing Party has the legal power and authority to execute and deliver this Amendment; (b) the official(s) executing this Amendment has/have been duly authorized (including without limitation by any required legislative action) to execute and deliver the same and bind the Representing Party with respect to the provisions hereof; (c) the execution and delivery hereof by the Representing Party and the performance and observance by the Representing Party of the provisions hereof do not violate or conflict with the organizational or governing documents of the Representing Party or result in a breach of any provisions of or constitute a default under any other agreement, instrument or document binding upon or enforceable against the Representing Party; and (d) this Amendment constitutes a valid and binding obligation upon the Representing Party in every respect

9. **Counterparts.** This Amendment may be executed in multiple copies and multiple counterparts, each of which shall be deemed to be and form one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first set forth on the first page of this instrument.

LANDLORD:

CITY OF BEREA, OHIO

By: _____
Cyril Kleem, Mayor

And: _____
Andrea Morris, Director of Finance

TENANT:

**CLEVELAND BROWNS FOOTBALL
COMPANY LLC**

By: _____

Name: David A. Jenkins

Title: EVP, Chief Operating Officer

Approved as to Form:

Director of Law

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

On this _____ day of November, 2024, before me, a Notary Public in and for said County and State, personally appeared The Honorable Cyril Kleem, the Mayor, and Andrea Morris, the Director of Finance, respectively, of the CITY OF BEREA, OHIO who acknowledged that with due authorization and as such officers on behalf of the Landlord they did sign said instrument on behalf of the Landlord, and who acknowledged that the same is their free act and deed individually as such officers and the free act and deed of the Landlord.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

[Seal]

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

On this ____ day of November, 2024, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of CLEVELAND BROWNS FOOTBALL COMPANY LLC, who acknowledged that with due authorization and as such officer on behalf of the Tenant he/she did sign said instrument on behalf of the Tenant, and who acknowledged that the same is his/her free act and deed individually as such officer and the free act and deed of the Tenant.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

[Seal]

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Berea, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Amendment has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance
City of Berea, Ohio