

**TURNER CONSTRUCTION COMPANY**  
**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES**

Project Name: Cleveland Medical Mart and Convention Center  
Subcontractor: DAVID V. LEWIN CORP.  
Contract Number: 17110PO  
SWO Number: PSA-008  
Date: 12/14/2010  
Work: Geotechnical Engineering Consultant

**NOTE: Instructions for Executing Subcontracts:**

The Subcontractor is to:

1. **Make no marks whatsoever on this Agreement, viz., erasures, additions, eliminations, interlineations, or marginal notes.**
2. Authorized representative shall initial wherever "Initialed" stamp appears.
3. Authorized representative shall sign where indicated, print name under signature including title.
4. Have signature witnessed.
5. Return all copies to Turner Construction Company, and be certain that they are not folded, rolled or unstapled.

After execution, one signed copy of the Professional Services Agreement will be sent to the Subcontractor.

PSA #008

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

Turner Issuing Office	<u>Cleveland</u>
Contract Name	<u>Cleveland Medical Mart and Convention Center</u>
Contract Number	<u>17110PO</u>

This Agreement ("Agreement") is made as of this 14th day of October, 2010, by and between TURNER CONSTRUCTION COMPANY, a New York Corporation, (hereinafter called TURNER) and DAVID V. LEWIN CORP. (hereinafter called "Provider"), with offices located at 812 Huron Road, Caxton Building, Suite 540, Cleveland, OH 44115-1126.

Telephone: 216.696.8151 Fax: 216.696.8154

Contact: Duane J. Schreiber, P.E. and TURNER CONSTRUCTION COMPANY ("Turner") a New York Corporation with offices located at: 1422 Euclid Avenue, Suite 1400, Cleveland, Ohio 44115

The parties agree as follows:

ARTICLE 1. THE PROJECT

The services to be provided under this Agreement are for the following Project ("Project"):  
Cleveland Medical Mart and Convention Center  
1 St. Clair Avenue  
Cleveland, Ohio

ARTICLE 2. PROVIDER'S RESPONSIBILITY

Provider accepts the relationship of trust and confidence established between it and Turner and agrees to furnish its best skill and judgment and to perform its Services in the most expeditious and economical manner consistent with the interests of Turner.

ARTICLE 3. SERVICES OF THE PROVIDER

Provider shall perform the following Services ("Services") in accordance with the terms of this Agreement and any applicable laws, codes, ordinances, rules or regulations:

Provider is provide Geotechnical Engineering Consultant services as directed by Turner's project superintendent.

ARTICLE 4. TIME OF PERFORMANCE

Provider is to provide Geotechnical Engineering Consultant services from November 2010 thru May 2012.

ARTICLE 5. PROVIDER'S COMPENSATION

Turner is to pay Provider a Not-to-Exceed amount of FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) in accordance with David V. Lewin Corporation's attached Schedule of Fees dated 8/31/10 (Attachment "A"). Invoices are to be submitted to Turner on a monthly basis to the attention of Pete Mitnick.

ARTICLE 6. MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto and Provider's compensation and time of performance of the Agreement shall be adjusted if they are materially affected by such modification or amendment.

Turner may terminate this Agreement at any time upon seven days' written notification to Provider.

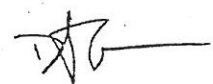
Provider may terminate this Agreement upon seven days' written notice if Turner is in breach of any of its provisions or if the Project is suspended for 60 days or more.

Initial:  
Turner: DAG  
Subctr: [Signature]

Schedule of Fees  
David V. Lewin Corporation

---

Clerical	\$ 35.00
Draftsman	\$ 42.50
Technician	\$ 49.00
Senior Technician	\$ 55.00
Laboratory Testing	\$ 55.00
Engineer or Geologist	\$ 70.00
Project Engineer	\$ 103.00
Principal Engineer - Consultations	\$ 135.00
Senior Consultant - Consultations	\$ 225.00
After hours and Saturdays - rate times 1.25	
Sundays - rate times 1.50	
Mileage	\$ 0.55
Out-of-pocket Expenses	Cost plus 15%
Piezometer	
Installation plus base reading	\$ 1,000.00
3 additional readings	Inc. Above
Additional readings	\$ 50.00
Inclinometer	
Installation plus base reading	\$ 3,500.00
3 additional readings	Inc. Above
Additional readings	\$ 300.00
Tiltmeter Plate	
Installation plus base reading	\$ 500.00
Additional readings	\$ 100.00



## LIST OF ADDITIONAL INSURED'S

- Merchandise Mart Properties, Inc.
- Cuyahoga County, *Ohio*
- City of Cleveland, *Ohio*
- MMPI Cleveland Development LLC, officers, board members, shareholders, members, partners, and employees
- *Cleveland MMCC LLC and Vornado Realty Trust and Vornado Realty L.P; and their respective owners, partners, directors, officers, members, shareholders, agents, employees, beneficiaries, lenders, successors and assigns, all as their interests may from time to time appear, are hereby added as Additional Insureds.*
- EA Group
- The Turner Corporation
- Turner Construction Company, it's officials, employees and agents, and any wholly owned Subsidiaries or parent organizations.
- All Enrolled Parties c/o Aon Risk Services, Inc.

Attachment B