

ORDINANCE NO. 106-24

AN ORDINANCE APPROVING A PETITION FOR SPECIAL ASSESSMENTS FOR A SPECIAL ENERGY IMPROVEMENT PROJECT AND A SUPPLEMENTAL PLAN FOR THE MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT UNDER CHAPTER 1710 OF THE OHIO REVISED CODE; AUTHORIZING THE MAYOR AND/OR DIRECTOR OF FINANCE TO ENTER INTO ANY AND ALL DOCUMENTS NECESSARY IN CONNECTION WITH THE PETITION AND SUPPLEMENTAL PLAN; TO AUTHORIZE AND LEVY SPECIAL ASSESSMENTS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF MEDINA IN COOPERATION WITH THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC. DBA MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT; AND TO APPROVE A COOPERATIVE AGREEMENT AND A SPECIAL ASSESSMENT AGREEMENT IN CONNECTION WITH SUCH IMPROVEMENTS AND SPECIAL ASSESSMENTS

WHEREAS, the City of Medina created the Medina County Energy Improvement District ("District") under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City of Medina Energy Special Improvement District, Inc., to govern the District, and property owners within the District are permitted to make certain "energy efficiency improvements" to their properties, which constitute a "special energy improvement project", and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code, with Section 1710.01(G) of the Revised Code providing that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments; and

WHEREAS, Legacy Hotel of Medina, LLC, an Ohio limited liability company (the "Petitioner"), is the owner of 100% of the fee simple interest in the property described on **Exhibit A** attached hereto (the "Property"), and Petitioner has caused the completion of an energy assessment of the Property; and

WHEREAS, the Petitioner will implement the Authorized Improvements (defined below), and be subject to the Special Assessments (defined below); and

WHEREAS, the energy assessment has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Section 1710.01(K) of the Revised Code, which Petitioner has determined to proceed with implementing in conjunction with financing to be secured by and repaid through special assessments; and

WHEREAS, Petitioner has submitted to this Council the Petition for Special Assessments for Special Energy Improvement Projects (the "Petition") seeking (i) the addition of the Property to the District and (ii) approval of an amendment to the District's comprehensive plan for special

energy improvement projects to include the Legacy Hotel & Event Center Project (the "Special Energy Improvement Project") and requesting that the Special Energy Improvement Project be undertaken by the District and that the costs thereof be specially assessed against the Property specially benefited thereby, and

WHEREAS, a complete list and description of the Special Energy Improvement Project is on file with the Clerk of this Council and is attached as **Exhibit B** to this Resolution, which provides the following information for the Special Energy Improvement Project:

1. Identification of the parcel number and name of the Property/building to be improved;
2. A description of the nature of the Special Energy Improvement Project for the particular parcel;
3. The estimated amount of the special assessment to be levied against the Property (the "Special Assessments") and the number of years the Special Assessments will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law).

WHEREAS, the total dollar cost of the Special Energy Improvement Project, including accrued interest and the associated closing costs, is estimated to be \$4,580,000.00, each semi-annual special assessment payment represents the payment of a portion of the principal of and interest, the program administration fee and the lender servicing fee due with respect to each semi-annual payment and the total amount to be assessed against the property pursuant to this Ordinance is \$9,115.993.98; and

WHEREAS, the cost of the Special Energy Improvement Project will be funded through bonds issued by the Development Finance Authority of Summit County (the "Issuer") and the bonds will be repaid over time from the Special Assessments paid by the Petitioner; and

WHEREAS, the Special Assessments for the Special Energy Improvement Project are to be paid in semi-annual payments to be collected with first-half and second-half real property taxes in calendar years 2026 through 2043, and

WHEREAS, the plans and specifications for the Special Energy Improvement Project are on file with the Clerk of this Council; and

WHEREAS, the Petitioner, pursuant to the Petition, has (a) waived all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Medina City Charter and the Medina Codified Ordinance and (b) consents to the immediate imposition of the Special Assessments upon the Property specially benefited by Special Energy Improvement Project; and

WHEREAS, this special assessment process is a voluntary process with one hundred percent of the cost of the Special Energy Improvement Project being assigned to the specially benefited Property and this Ordinance accepts and approves the petition from Petitioner, determines to proceed with the Special Energy Improvement Project, and levies the final costs of

the Special Energy Improvement Project, as certified by the Petitioner, against the benefited Property;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO, THAT:

- SEC. 1:** Each capitalized term not otherwise defined in this Ordinance or by reference to another document shall have the meaning assigned to it in the Petition.
- SEC. 2:** This Council approves the Petition and the Supplemental Plan attached to the Petition as Exhibit B thereto, both of which are now on file with the Clerk of Council
- SEC. 3:** The Mayor and/or Director of Finance are each authorized to enter into any and all agreements necessary in connection with the Petition and Supplemental Plan.
- SEC. 4:** It is hereby declared necessary, and a vital and essential public purpose of the City, to improve the Property by providing for special energy improvement projects on the Property in the form of the Special Energy Improvement Project, including any and all costs and expenses in connection with or otherwise related thereto as described in the Petition, all of which is described in the plans, specifications, profiles, and estimates of costs included in the Petition and on file in the office of the Clerk of the Council.
- SEC. 5:** The plans and specifications and total cost of the Special Energy Improvement Project, as included in the Petition, and now on file in the office of the Clerk of the Council are approved. The Special Energy Improvement Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Special Energy Improvement Project included in the Petition
- SEC. 6:** This Council declares that its intention is to proceed or to cooperate with the District to proceed with the acquisition, installation, equipment, and improvement of the Special Energy Improvement Project described in the Petition. The Special Energy Improvement Project shall be made in accordance with the provisions of the plans, specifications, profiles, and estimates of cost approved by Section 4 of this Ordinance.
- SEC. 7:** Pursuant to Section 1710.02(GH4) of the Revised Code, this Council determines that the Special Energy Improvement Project to be constructed and implemented on the Property is not required to be owned exclusively by the City for its purposes, for uses determined by this Council, as the legislative authority of the City, as those that will promote the welfare of the people of such participating political subdivision; to improve the quality of life and the general and economic well-being of the people of the City; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban

areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources. This Council accordingly authorizes the board of directors of the District to act as its agent to sell, transfer, lease, or convey the Special Energy Improvement Project to be constructed and implemented on the Property. The consideration the board of directors of the District must obtain from any sale, transfer, lease, or conveyance of the Special Energy Improvement Project on the Property is any consideration greater than or equal to \$1.00.

SEC. 8: Pursuant to and subject to the provisions of the valid Petition signed by the owner of 100% of the fee simple interest in the Property, the entire cost of the Special Energy Improvement Project shall be paid by the Special Assessments levied against the Property and to be paid by the owner of the fee simple interest in the Property, which is the benefited property. The provisions of the Petition are ratified, adopted, approved and incorporated into this Ordinance as if set forth in full in this Ordinance. The portion of the costs of the Special Energy Improvement Project allocable to the City will be 0%. The City does not intend to issue securities in anticipation of the levy or collection of the Special Assessments.

SEC. 9: The Director of Finance of the City (the "Director of Finance") or the Director of Finance's designee has caused to be prepared and filed in the office of the Clerk of the Council the estimated Special Assessments and the cost of the Special Energy Improvement Project in accordance with the method of assessment set forth in the Petition. The estimated Special Assessments and cost of the Special Energy Improvement Project are hereby adopted.

SEC. 10: This Council accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Ohio Revised Code, Chapter 1710 of the Ohio Revised Code, and the Charter of the City of Medina, Ohio, and consents to the immediate imposition of the Special Assessments upon the Property. This waiver encompasses, but is not limited to, waivers by the Owner of the following rights:

- (i) The right to notice of the adoption of a resolution of necessity under Sections 727.13 and 727.14 of the Ohio Revised Code;
- (ii) The right to limit the amount of the Special Assessments under Sections 727.03 and 727.06 of the Ohio Revised Code;
- (iii) The right to file an objection to the Special Assessments under Section 727.15 of the Ohio Revised Code;
- (iv) The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Sections 727.16 and 727.17 of the Ohio Revised Code;
- (v) The right to file any claim for damages under Sections 727.18 through 727.22 of the Ohio Revised Code and Section 727.43 of the Ohio Revised Code;

- (vi) The right to notice that bids or quotations for the Project may exceed estimates by 15%;
- (vii) The right to seek a deferral of payments of Special Assessments under Section 727.25 of the Ohio Revised Code;
- (viii) The right to notice of the passage of the assessing ordinance under Section 727.26 of the Ohio Revised Code; and
- (ix) Any and all procedural defects, errors, or omissions in the Special Assessment process.

SEC. 11: The list of Special Assessments to be levied and assessed on the Property in an amount sufficient to pay the costs of the Special Energy Improvement Project, which is \$9,115,993.98, including other related financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to pay costs of the Special Energy Improvement Project in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and District administrative fees and expenses, which costs were set forth in the Petition and previously reported to this Council and are now on file in the offices of the Clerk of Council, is adopted and confirmed, and that the Special Assessments are levied and assessed on the Property. The interest portion of the Special Assessments, which shall accrue at the annual rate of 7.75%, together with amounts used to pay administrative expenses, has been determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds been issued by the District.

The Special Assessments are assessed against the Property commencing in tax year 2025 for collection in 2026 and shall continue through tax year 2042 for collection in 2043; provided, however, if the proceedings relating to the Special Assessments are completed at such time that the County Auditor of Medina County, Ohio (the "County Auditor") determines that collections shall not commence in 2026, then the collection schedule may be deferred by one year. The semi-annual installments of the Special Assessments shall be collected in each calendar year equal to a semi-annual amount of Special Assessments as shown in Exhibit C, attached hereto and incorporated into this Ordinance. The Special Assessments may be levied and collected before the Special Energy Improvement Project is commenced.

The Special Assessments shall be allocated in proportion to the benefits which may result from the Project among the parcels constituting the Property as set forth in the Petition and the List of Special Assessments attached hereto as Exhibit C and incorporated herein.

SEC. 12: This Council finds and determines that the Special Assessments are in proportion to the special benefits received by the Property as set forth in the Petition and are not in excess of any applicable statutory limitation.

- SEC. 13:** The Owner has waived its right to pay the Special Assessments in cash, and all Special Assessments and installments of the Special Assessments shall be certified by the Clerk of Council to the County Auditor as provided by the Petition and Section 727.33 of the Ohio Revised Code to be placed by him or her on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.
- SEC. 14:** The Special Assessments will be used by the City to pay the cost of the Special Energy Improvement Project in cooperation with the District in any manner, including assigning the Special Assessments actually received by the City to the District or to another party the City deems appropriate, and the Special Assessments are appropriated for such purposes. The Director of Finance or the Director of Finance's designee shall keep the Special Assessments on file in the office of the Director of Finance.
- SEC. 15:** This Council hereby approves the Cooperative Agreement by and among the Issuer, City, the District, the Owner, and U.S. Bank Trust Company, National Association (the "Cooperative Agreement"), a copy of which is on file with the Clerk of Council. The Mayor or the Mayor's designees are hereby authorized to sign and deliver, in the name and on behalf of the City, the Cooperative Agreement, in substantially the form as is now on file with the Clerk of this Council. The Cooperative Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor or the Mayor's designees, on behalf of the City, all of which shall be conclusively evidenced by the signing of the Cooperative Agreement or amendments to the Cooperative Agreement.
- SEC. 16:** The City is hereby authorized to enter into such other documents, instruments, or agreements that are not inconsistent with this Ordinance and that are approved by the Mayor or the Mayor's designees, on behalf of the City, all of which shall be conclusively evidenced by the signing of such agreements or any amendments to such agreements. The Mayor or the Mayor's designees are hereby authorized to sign and deliver, in the name and on behalf of the City, any such additional documents, instruments, or agreements.
- SEC. 17:** In compliance with Section 319.61 of the Revised Code, the Clerk of Council is directed to deliver a certified copy of this Ordinance to the County Auditor within 15 days after its passage.
- SEC. 18:** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

SEC. 19: In accordance with Article III, Section 11 of the Charter of the City, this Ordinance provides for improvements petitioned for by the owners of a majority of the foot frontage of the property benefited and to be specially assessed therefor, and, therefore, shall be in full force and effect immediately upon its passage and signature by the Mayor

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property owned by Legacy Hotel of Medina, LLC located at the mailing address of 257 S. Court Street, Medina, Ohio with Medina County Auditor Parcel ID No. 028-19A-21-402.

Exhibit "A"

File No: TTA3542

Situated in the City of Medina, County of Medina, and State of Ohio and being known as the whole of Medina City Lot 9423, as shown by the plat as recorded in Document No. 2024PL000016 of Medina County Recorder's Records, containing 1.4795 acres of land, more or less but subject to all legal highways and all covenants and agreements of records. This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. #S-8007 by Cunningham & Associates, Inc. in May 2024.

Permanent Parcel No. 028-19A-21-402



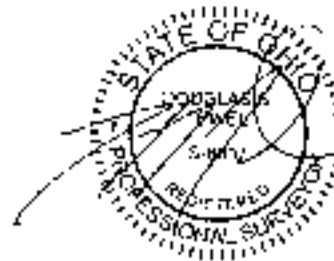
Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44756
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for MCL 9423
Project No. 22-137
May 17, 2024

Situated in the City of Medina, County of Medina, State of Ohio and being known the whole of Medina City Lot 9423, as shown by plat as recorded in Document No. 2024P1600016 of Medina County Recorder's Records, containing 1.4795 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in May 2024.

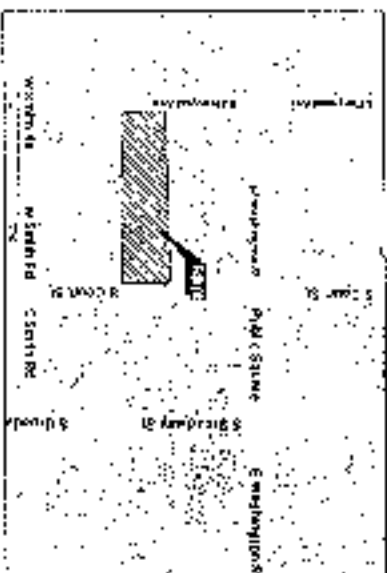


BEING A REPLAT OF A PART OF MEDINA CITY LOT 364, 365 AND 367 AND THE WHOLE OF MEDINA CITY LOT 941.3
SITUATED IN THE CITY OF MEDINA, COUNTY OF MEDINA AND STATE OF OHIO

ACKNOWLEDGMENTS

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APPENDIX

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Calculus I: Proof
Effective/Revised
Version: 4.000101

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Q. Was the defendant's mother present at the time of the shooting?

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Calculus

1. The first step in the process of developing a new product is to identify a market need. This is often done through market research, which can involve surveys, focus groups, and other techniques. Once a need is identified, the next step is to develop a concept for a product that meets that need. This is often done through brainstorming and prototyping. The final step is to develop a business plan for the product, which includes details about the manufacturing process, distribution, and marketing strategy.

Stacy & the author = 100%

PROJECT NO. 22-132 SHEET 1 OF 2

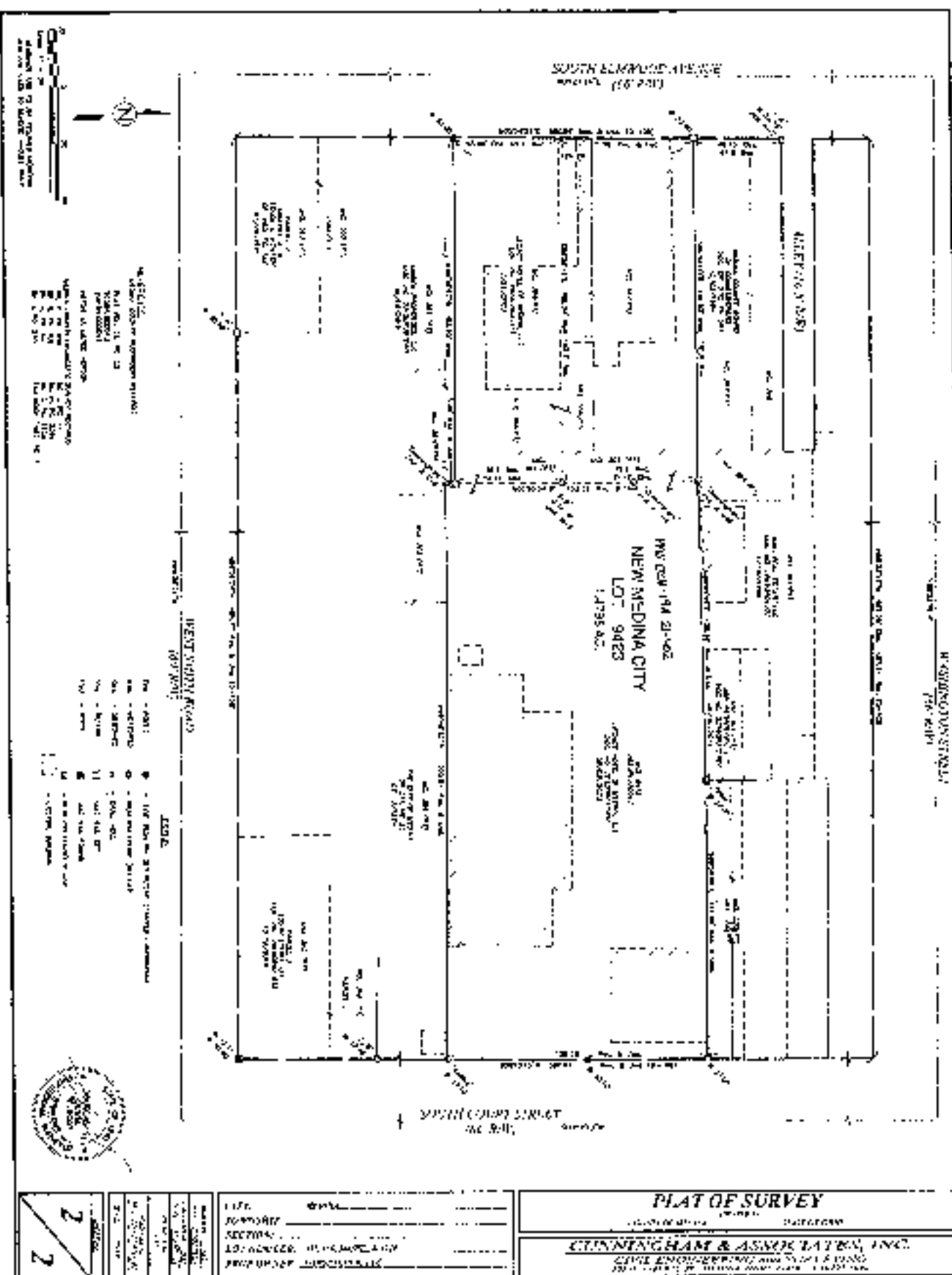


EXHIBIT B
PETITION AND SUPPLEMENTAL PLAN

[See attached.]

**PETITION FOR SPECIAL ASSESSMENTS FOR
SPECIAL ENERGY IMPROVEMENT PROJECTS**

A PETITION TO THE CITY OF MEDINA, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS AGAINST REAL PROPERTY OWNED BY THE PETITIONER TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS, THE FINANCING OF WHICH WILL SPECIALLY BENEFIT SUCH REAL PROPERTY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The Mayor and City Council of the City of Medina, Ohio

As of the date of this Petition, Legacy Hotel of Medina, LLC, an Ohio limited liability company (the "Petitioner") is the owner of 100% of the fee simple interest in the real property described on **Exhibit A** attached to this Petition (the "Property"). Petitioner agrees to forever indemnify and hold harmless the City of Medina and the City of Medina Energy Special Improvement District, Inc. dba Medina County Energy Improvement District from all claims, liability, cost, and expense associated in any way with this Petition.

The Board of Directors of the City of Medina Energy Special Improvement District, Inc., an Ohio nonprofit corporation (the "Corporation") dba Medina County Energy County Energy Improvement District (the "District"), initially created within the boundaries of the City of Medina, Ohio, has approved a project plan (the "Project Plan") for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Project Plan is attached to this Petition as **Exhibit C**. The Corporation's Articles of Incorporation, as amended are attached to this Petition as **Exhibit D**.

Pursuant to the Project Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Project Plan, the Project Plan may be amended from time to time by supplemental plans (the "Supplemental Plans") (the Project Plan and every Supplemental Plan together constituting the "Plan") to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has received or will receive the Supplemental Plan attached to this Petition as **Exhibit B**, including the description of the special energy improvement projects proposed to be constructed or installed on the Property (the "Authorized Improvements"), and related materials in support of the expansion of the District to include the Property.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area

proposed to be assessed for the Authorized Improvements, hereby (a) petitions the City Council (the "Council") of the City of Medina, Ohio (the "City") to (i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan by the Supplemental Plan to include the Authorized Improvements and (b) requests that (i) the Authorized Improvements be undertaken by the District, and (ii) the total cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the financing of the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in the Supplemental Plan and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in the Supplemental Plan. The Petitioner acknowledges that the estimated special assessment is in proportion to the benefits that may result from the financing of the Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the approval of the Authorized Improvements identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the "Special Assessments") to pay the costs of the Authorized Improvements, in the amount set forth on **Exhibit B**. The Petitioner hereby certifies, represents, and warrants to the Corporation and the City that the actual costs of the Authorized Improvements have been ascertained. The Petitioner further agrees that it will be solely responsible for any costs of the Authorized Improvements in excess of the amount set forth on **Exhibit B**.

In the event that at any time following the date of this Petition the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Medina County, Ohio, then the Petitioner hereby requests that the Special Assessments be allocated among the resulting parcels in proportion to the acreage of the existing parcels that is contained in each resulting parcel that contains a proportion of an existing parcel. The Petitioner hereby certifies, represents, and warrants to the District and the City that the portion of the Special Assessments allocated to each resulting parcel as described above are in proportion to, and do not exceed, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements identified in this Petition.

In consideration of the City's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages; the costs incurred in connection with the preparation, levy and collection of the Special Assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations

issued or incured to provide a loan or to secure an advance of funds to the owner of the Property or otherwise to pay costs of the Authorized Improvements in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, program administration fees, financing servicing fees, and District administrative fees and expenses; an amount to reflect interest on unpaid Special Assessments which shall be treated as part of the cost of the Authorized Improvements for which the Special Assessments are made at an interest rate which shall be determined by the Corporation to be substantially equivalent to the fair market rate that would have been borne by notes or bonds if notes or bonds had been issued by the District or another issuer of notes or bonds to pay the costs of the Authorized Improvements, together with all other necessary expenditures.

In consideration of the Authorized Improvements, the Petitioner, for itself and its grantees and other successors with respect to the Property, agree to pay promptly all Special Assessments as they become due, and agree that the determination by Council of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Authorized Improvements, the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be subject to the Special Assessments for the actual costs of the Authorized Improvements set forth in **Exhibit B** in the deed to the transferee or in a separate instrument recorded with respect to the Property, the existence of any outstanding Special Assessment for the Authorized Improvements and to require that transferee covenant to disclose that information in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (a) for the acquisition by the transferee of the Property subject to any outstanding Special Assessment and the transferee's assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (a) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in the Supplemental Plan attached as **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property through the financing of the Authorized Improvements identified in this Petition. The Petitioner further consents to the levying of the Special Assessment against the Property by the Council. The Petitioner acknowledges that these Special Assessments are fair, just and equitable and being imposed at the Petitioner's specific request. The Petitioner intends to consolidate the parcels described in **Exhibit A** into a single tax parcel after the date of this Petition and hereby consents to the Special Assessments being levied solely on such consolidated tax parcel.

The Petitioner hereby waives notice and publication of all resolutions, legal notices, and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and

the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710 and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, the Petitioner each specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessment under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessment under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), further agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to the Council promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are final Special Assessments and the Petitioner, without limitation of the other waivers contained in this Petition, also waive any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the final assessments may be levied at such time as determined by the City and regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the resolution or ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the County Auditor of Medina County, Ohio as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days from the passage of the resolution or ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized Improvements shall be payable in thirty-six (36) semi-annual installments, with collection commencing on the earliest date permitted by said County Auditor, but in no event sooner than the semiannual installment payment of first-half real property taxes for tax year 2025 due with respect to the Property.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until the Petitioner shall notify the Secretary of the Corporation that said designation is no longer in effect or that Petitioner has made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which Authorized Improvements shall be acquired, installed, equipped and improved or the proceedings relating to the acquisition, installation, equipment, and improvement of the Authorized Improvements, the jurisdiction of the City acting in connection with the acquisition, installation, equipment, and improvement of the Authorized Improvements, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Authorized Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio. The Petitioner each represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

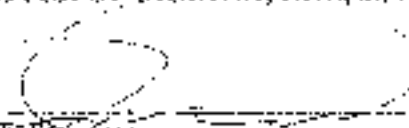
The Petitioner acknowledges and understands that the City and the Corporation will be relying upon this Petition in taking actions pursuant to it and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, any successors, assigns, or affiliates of the Petitioner, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

The Petitioner further deposes and states that this Petition and actions provided for herein impose burdens and obligations upon the Property and provide for Special Assessments to be levied upon the Property in accordance with this Petition, and that this Petition is available for inspection at the office of the Clerk of Council of the City.

IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by its undersigned duly authorized signatory.

PETITIONER:

LEGACY HOTEL OF MEDINA, LLC, an Ohio limited liability company

By: 

Name: Jason T. Stevenson

Title: CEO

Address for notices to Legacy Hotel of Medina, LLC: 3991 N. Jefferson Street
Medina, Ohio 44256

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

The foregoing Petition was acknowledged before me this 22nd day of April, 2024, by Jason T. Stevenson, the CEO of Legacy Hotel of Medina, LLC, an Ohio limited liability company, on behalf of such company, who acknowledged that he/she did sign the foregoing instrument in the capacity indicated and that the same is his/her free act and deed individually and in such capacity.

This is an acknowledgement clause. No oath or affirmation was administered to the signer.



CATHERINE MARIE DANKS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 5, 2025

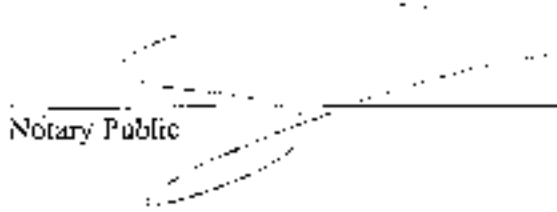

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property subject to this Petition and owned by Legacy Hotel of Medina, LLC is further described below:

The Land is described as follows:

Parcel One/Permanent Parcel No. 028-19A-21-397

Situated in the City of Medina, County of Medina, and State of Ohio and being known as the whole of Medina City Lot 9415, as shown by the plat as recorded in Document No. 2023PL000045 of Medina County Recorder's Records, containing 0.9491 acres of land, more or less but subject to all legal highways and all covenants and agreements of records. This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. #3-0097 by Cunningham & Associates, Inc. in May 2023.

Permanent Parcel No. 028-19A-21-397

Address commonly known as: 245-257 South Court Street, Medina, OH 44256

Parcel No. Two/Permanent Parcel No. 028-19A-21-253

Situated in the City of Medina, County of Medina and State of Ohio: Known as being a part of Lots 366, 367 and 364 of said City bounded and described as follows: Beginning at an iron pin in the west line of Lot 367, 47.8 feet south from a pin at the south side of a 16.5 alley, and extending east in Lots 367 and 364, 181.8 feet to a stone, thence south and 36.0 feet east from the west line of Lot 364, 71.2 feet to an iron pin; thence west in Lots 364 and 366, 182.2 feet to an iron pin in the west line of Lot 366; thence north along the west line of Lots 366 and 367, 71.2 feet to an iron pin and the place of beginning, be the same more or less, but subject to all legal highways. As surveyed on May 11, 1949 by Wayne Anderson and A. W. Nettleton, Registered Surveyors Nos. 599 and 1577. Being the same land as conveyed by Charles J. Wess to Amelia Quinkleman by quit-claim deed, dated August 26, 1938, and recorded in Vol. 139, Page 355 of Medina County Records of Deeds.

Permanent Parcel No. 028-19A-21-253

Address commonly known as: 226 South Elmwood Avenue, Medina, OH 44256

Parcel No. Three/Permanent Parcel No. 028-19A-21-252

Situated in the City of Medina, County of Medina and State of Ohio: Known as being the middle part of Lot 366 and the west part of the south part of Lot 364 on the Medina Township side of said City, and bounded and described as follows: Beginning at a point in the west line of Lot 366, 5 feet north of the southwest corner thereof; thence north along the west line of said Lot, 55 feet, thence east parallel with the south line of said Lot, 184 feet to land in said Lot 364 now or formerly owned by Mark Hazen; thence south along the west line of said Hazen's land 55 feet; thence west parallel with the south line of said Lots, 184 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 028-19A-21-252

Address commonly known as: South Elmwood Avenue, Medina, OH 44256

EXHIBIT B

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT PROJECT PLAN SUPPLEMENT TO PLAN FOR LEGACY HOTEL & EVENT CENTER

As more fully provided by the City of Medina Energy Special Improvement an Ohio nonprofit corporation (the "Corporation") dba Medina County Energy County Energy Improvement District (the "District") Project Plan (together with all previously approved supplemental plans, the "Plan"), has undertaken the administration of a property assessed clean energy ("PACE") program (the "Program"). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, Legacy Hotel of Medina, LLC (the "Property Owner") has requested and consented to certain special assessments by the District with respect to certain real property owned by the Property as described further on Attachment A (the "Property"). A proposed schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as Attachment A.

In the event that at any time following the date of this Supplement to the Plan the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Medina County, Ohio, then the Property Owner requested in the Petition that the Special Assessments be allocated among the resulting parcels in proportion to the acreage of the existing parcels that are contained in each resulting parcel that contains a portion of an existing parcel. The Property Owner further certified, represented, and warranted to the District and the City (as defined herein) in the Petition that the portion of the Special Assessments allocated to each resulting parcel as described above are in proportion to, and do not exceed, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements identified in this Supplement to the Plan.

The Property Owner hereby certifies, represents, and warrants to the City of Medina, Ohio (the "City") and the District that the actual costs of the Authorized Improvements have been ascertained. The Authorized Improvements applicable to the Property will include: building envelope, electrical and lighting, plumbing and domestic hot water improvements resulting in energy efficiency savings, HVAC and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Authorized Improvements are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as Attachment B. The Property Owner hereby acknowledges and agrees that the special benefit to be provided to the Property under this Supplemental Plan is the consummation of financing to pay the costs of the Authorized Improvements, which shall be conferred immediately upon the consummation of the financing, and that the benefits are in proportion to and do not exceed the amount of the special assessments to be levied to pay the costs of the financing.

The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Clerk of Council of the City.

The undersigned Property Owner of the Property to be located within the District acknowledges that the District and the City are subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* The undersigned Property Owner agrees to the disclosure of certain Property Owner information by the District or the City to the extent required by law.

BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN, AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

PROPERTY OWNER:
LEGACY HOTEL OF MEDINA, LLC,
an Ohio limited liability company

By: _____
Name: Jason T. Stevenson
Title: CEO

Address for notices to Legacy Hotel of Medina, LLC:

3991 N. Jefferson Street
Medina, Ohio 44136

SUPPLEMENTAL PLAN—ATTACHMENT A

Description of the Property

The Land is described as follows:

Parcel One/Permanent Parcel No. 028-19A-21-397

Situated in the City of Medina, County of Medina, and State of Ohio and being known as the whole of Medina City Lot 9415, as shown by the plat as recorded in Document No. 2023PL000045 of Medina County Recorder's Records containing 0.9491 acres of land, more or less but subject to all legal highways and all covenants and agreements of records. This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewell P.S. #5-8007 by Cunningham & Associates, Inc. in May 2023.

Permanent Parcel No. 028-19A-21-397

Address commonly known as: 245-257 South Court Street, Medina, OH 44256

Parcel No. Two/Permanent Parcel No. 028-19A-21-253

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Permanent Parcel No. 028-19A-21-253

Address commonly known as: 226 South Elmwood Avenue, Medina, OH 44256

Parcel No. Three/Permanent Parcel No. 028-19A-21-252

Situated in the City of Medina, County of Medina and State of Ohio: Known as being the middle part of Lot 366 and the west part of the south part of Lot 364 on the Medina Township side of said City, and bounded and described as follows: Beginning at a point in the west line of Lot 366, 5 feet north of the southwest corner thereof; thence north along the west line of said Lot, 55 feet, thence east parallel with the south line of said Lot, 184 feet to land in said Lot 364 now or formerly owned by Mark Hazen; thence south along the west line of said Hazen's land 55 feet; thence west parallel with the south line of said Lots, 184 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 028-19A-21-252

Address commonly known as: South Elmwood Avenue, Medina, OH 44256



1. The first step is to identify the problem.
 2. The second step is to define the problem.
 3. The third step is to analyze the problem.
 4. The fourth step is to develop a solution.
 5. The fifth step is to implement the solution.
 6. The sixth step is to evaluate the solution.
 7. The seventh step is to monitor the solution.
 8. The eighth step is to maintain the solution.
 9. The ninth step is to improve the solution.
 10. The tenth step is to document the solution.

[illegible]

As a result of the above, the authors have concluded that the use of the proposed model for the analysis of the data obtained from the tests of the specimens of the type of the *U* and *U*₀ is not correct. The authors have also concluded that the use of the proposed model for the analysis of the data obtained from the tests of the specimens of the type of the *U*₀ is not correct. The authors have also concluded that the use of the proposed model for the analysis of the data obtained from the tests of the specimens of the type of the *U*₀ is not correct.



CREATING MEDINA CITY LOT NUMBER

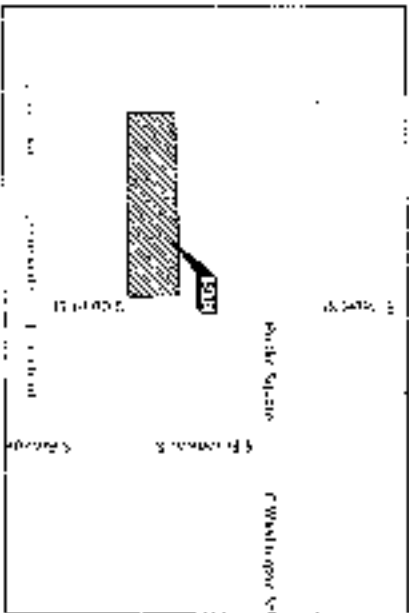
BEING A REPLAT OF PART OF MEDINA CITY LOTS 364, 366, AND 367 AND THE WHOLE OF MEDINA CITY LOT 343, SITUATED IN THE CITY OF MEDINA, COUNTY OF MEDINA AND STATE OF OHIO

PREPARED BY
CUNNINGHAM & ASSOCIATES, INC.
 CIVIL ENGINEERS AND SURVEYORS
 209 N. LEXINGTON AVENUE, NEW YORK, N.Y. 10017

REFERENCE

1. THE RECORD MAP OF THE CITY OF MEDINA, OHIO, SHOWING THE LOTS 364, 366, AND 367 AND THE WHOLE OF LOT 343, AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1900, AND AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1901.

2. THE RECORD MAP OF THE CITY OF MEDINA, OHIO, SHOWING THE LOTS 364, 366, AND 367 AND THE WHOLE OF LOT 343, AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1900, AND AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1901.



APPROVALS

APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF MEDINA, OHIO, ON _____ 19____.

APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF MEDINA, OHIO, ON _____ 19____.

APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF MEDINA, OHIO, ON _____ 19____.

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APPROVED BY THE BOARD OF SUPERVISORS OF THE CITY OF MEDINA, OHIO, ON _____ 19____.

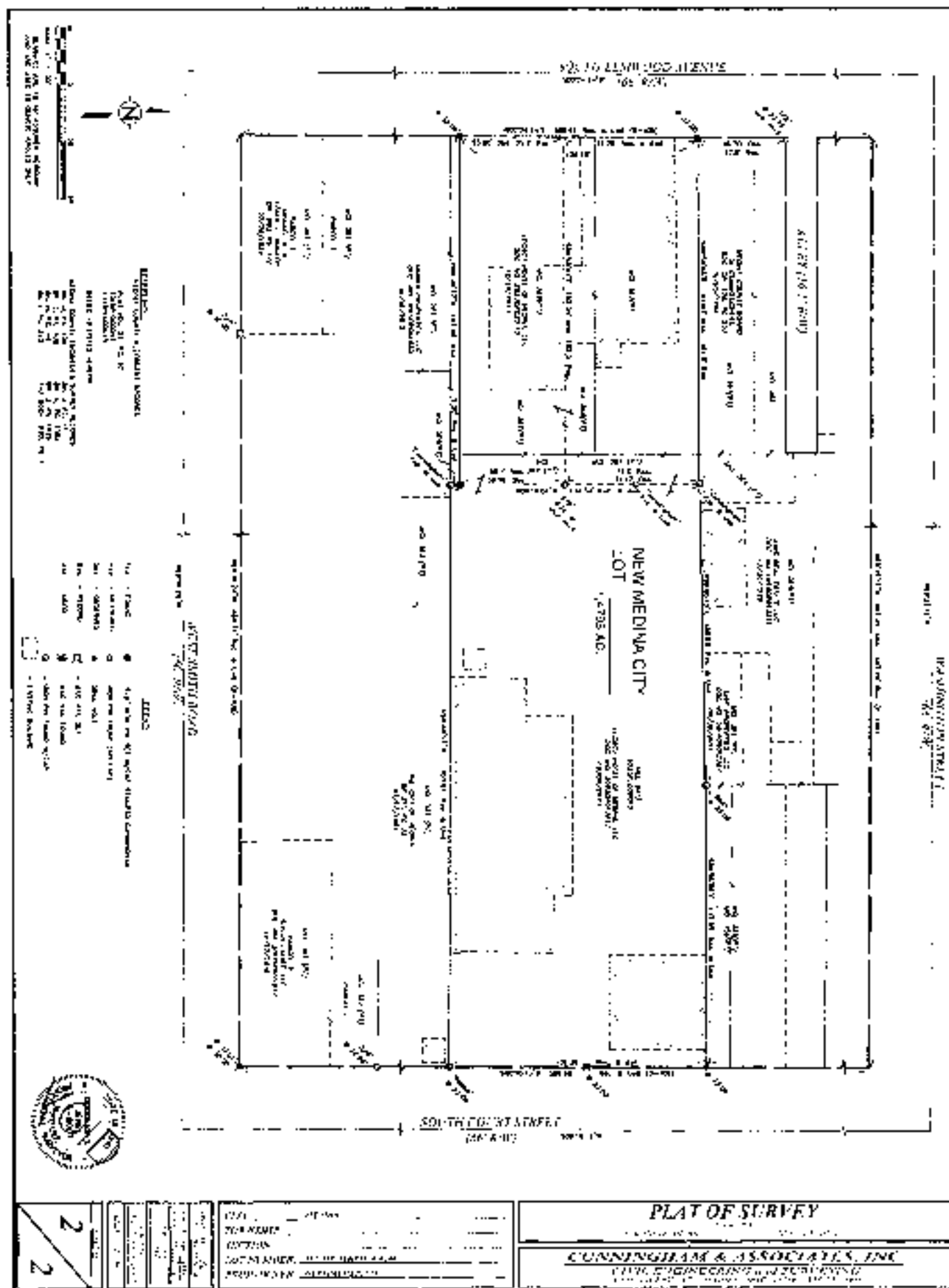


REMARKS:

1. THE CITY OF MEDINA, OHIO, HAS BEEN RE-PLATED TO BE A WHOLE LOT OF 343, AND THE WHOLE OF LOT 343, AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1900, AND AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1901.

2. THE CITY OF MEDINA, OHIO, HAS BEEN RE-PLATED TO BE A WHOLE LOT OF 343, AND THE WHOLE OF LOT 343, AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1900, AND AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1901.

3. THE CITY OF MEDINA, OHIO, HAS BEEN RE-PLATED TO BE A WHOLE LOT OF 343, AND THE WHOLE OF LOT 343, AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1900, AND AS SHOWN ON THE MAP OF THE CITY OF MEDINA, OHIO, DATED 1901.



Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs:	\$9,115,993.98
Estimated semi-annual special assessments:	\$253,222.06
Number of semi-annual special assessments:	36
First annual installment due:	January 31, 2026

Special Assessment Date*	Total Special Assessment Amount**
January 31, 2026	\$253,222.06
July 31, 2026	253,222.06
January 31, 2027	253,222.06
July 31, 2027	253,222.06
January 31, 2028	253,222.06
July 31, 2028	253,222.06
January 31, 2029	253,222.06
July 31, 2029	253,222.06
January 31, 2030	253,222.06
July 31, 2030	253,222.06
January 31, 2031	253,222.06
July 31, 2031	253,222.06
January 31, 2032	253,222.06
July 31, 2032	253,222.06
January 31, 2033	253,222.06
July 31, 2033	253,222.06
January 31, 2034	253,222.06
July 31, 2034	253,222.06
January 31, 2035	253,222.06
July 31, 2035	253,222.06
January 31, 2036	253,222.06
July 31, 2036	253,222.06
January 31, 2037	253,222.06
July 31, 2037	253,222.06
January 31, 2038	253,222.06
July 31, 2038	253,222.06
January 31, 2039	253,222.06
July 31, 2039	253,222.06
January 31, 2040	253,222.06
July 31, 2040	253,222.06
January 31, 2041	253,222.06
July 31, 2041	253,222.06
January 31, 2042	253,222.06

July 31, 2042	253,222.06
January 31, 2043	253,222.06
July 31, 2043	253,222.06

* Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Exhibit 2 are subject to adjustment by the Medina County Auditor.

** Pursuant to Ohio Revised Code Section 727.36, the Medina County Auditor may charge and collect a fee in addition to the amounts listed in this Exhibit 2

SUPPLEMENTAL PLAN—ATTACHMENT B

Description of Authorized Improvements

[Attach Energy Savings Certification]

[illegible]

EXHIBIT C

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT PROJECT PLAN

[See Attached]

**2024 PLAN FOR THE IMPROVEMENTS, SERVICES AND OPERATION
OF THE MEDINA COUNTY ENERGY SPECIAL IMPROVEMENT
DISTRICT**

**Presented and Adopted at the Annual Meeting, November 30, 2023
Amended and Approved at ESID Meeting of April 23, 2024**

I. Overview.

This Plan is a revision to the Initial Plan for the Improvements, Services and Operation of the Medina County Energy Special Improvement District ("the Plan") which was developed in accordance with the requirements of Revised Code Chapter 1710 of the Ohio Revised Code and was approved by Ordinance passed by City of Medina in 2019. The public improvements and public services to be provided hereunder will be in addition to, and not in lieu of, any public improvements or public services provided by any participating political subdivision. The geographical area of the District may extend to any parcel of property within the boundaries of any participating municipality or township, provided that the parcel of property is approved to be added to the energy special improvement district ("ESID") by the vote of a majority of the members of the Board of Directors, and so long as each such additional parcel includes a proposed special energy improvement project.

The board regularly reviews the expansion of the District's financing activity to support energy projects throughout City of Medina upon request and the identification and approval of qualified projects. The District enters into Energy Project Agreements and Loan Agreements with property owners and the appropriate Cities, Villages, Townships and the associated ESID to provide the project financing.

The District shall undertake such energy improvement projects and render such related services as its Board of Directors shall authorize and approve, and for the purpose of paying the costs of such projects and services, participate in the process of levying special assessments in accordance with the applicable provisions of Revised Code Chapters 1710 and 727.

The District shall offer energy efficiency programs and renewable energy programs to property owners within the District. These programs may include options such as energy audits, the installation of efficiency equipment, and retrofit of buildings with high-efficiency materials, renewable energy installations including wind, solar energy, biomass, or any other current or future technology contemplated by Revised Code Chapter 1710 or any other similar law. The District may enter into arrangements and contracts with businesses, municipal or investor owned utilities or other entities to provide energy efficiency and alternative and advanced energy services to businesses and individuals. These programs may include options such as energy audits, the installation of efficiency equipment, and retrofit of buildings with high-efficiency materials, renewable energy installations including wind, solar energy, biomass, or any other current or future technology and authorized under Revised Code Chapter 1710 or any similar law.

II. Operation of the District.

The District is created by legislative action taken by participating political subdivisions (municipal corporations and townships) and is governed by a Board of Directors of a nonprofit corporation, the City of Medina Energy Special Improvement District Corporation ("the Corporation"). The District shall initially operate through the donated services and facilities of its members. The Corporation, acting for the District, may hire employees, acquire professional services and occupy facilities upon the approval of the Board of Directors if the costs of such employees, services and facilities are specified in a subsequent amendment of this Plan. The Board of Directors shall seek contributions from its members to provide for necessary liability and other insurance until such time as the District has identified an ongoing source of funds for its operation.

Upon the first meeting of the members of the District, who shall be members of the Corporation, the members shall select members of the Board of Directors of the Corporation, in addition to the members of the Board of Directors selected by the mayor and council of the participating political subdivisions. The Board shall adopt a Code of Regulations which shall address all other matters of operation that are not otherwise dictated by the Articles of Incorporation or provided for as a matter of law. At its July 11, 2019 meeting, the Board adopted a Code of Regulations.

The members of the Board of Directors shall elect a Chair, Vice-Chair, Secretary, and Treasurer of the Board. These officers shall serve at the Board's pleasure. A Director may be elected to more than one office, except that the Director elected as Treasurer shall not be elected to any other office of the Board. Officers serve for a two-year term. The officers elected at the November 1, 2022 meeting who will serve through the November, 2024 meeting are as follows: Chair – Kimberly Marshall; Vice-Chair – Bethany Dentler; Treasurer – Scott Miller; Secretary – Grant Aungst.

Elections occurred again at the November, 2023 Board Meeting to name new officers to replace vacancies on the board. The officers elected at the November 30, 2023 meeting who will serve through the November, 2024 meeting are as follows: Treasurer – Brett Thomas; Secretary – Matt Springer. Other officers previously elected will continue serving through the November 2024 meeting.

III. Adding Members to the District

Upon approval by a majority of the members of the Board, parcels of property within the area of the participating political subdivisions may be added to the District and the owner of that parcel shall become a member of the District with all of the rights of members as provided under law. If a property owner not within the area of one of the District's participating political subdivisions submits an application to become a member, and a majority of the Board approves the application, the Corporation and the property owner shall jointly submit a petition to the political subdivision in question to bring the parcel into the District. In all cases, the parcel shall have a plan for a special energy improvement project on the parcel.

For the 2024 Plan, the District will continue to market the PACE Energy Efficiency Program to small commercial businesses and seek their interest in joining the District. Marketing efforts will target sectors such as schools, medical facilities, contractors and engineers, banks, economic development agencies, vendors, energy services companies, municipalities and townships, chambers of commerce, improvement districts and others. Advertisement of the program will include development of a program brochure, material for website, social media, newsletters, case studies and more. The Board will evaluate adding a residential PACE program as soon as feasible.

IV. Plan for Public Improvements and Public Services

The 2019-2020 Plan called for a special energy improvement project within the City of Medina. In 2019-2020, the Better Buildings Northwest Ohio program provided funding for energy efficiency improvements to one building. In 2020, 2021, and 2022, other projects were identified and are in process. The District works with property owners to secure the building owners' consent and petition the property owner to join the District.

The District may undertake educational activities to advise property owners throughout the participating political subdivisions and in areas in which political subdivisions may elect to join the District about the benefits of participation in the District.

The District shall update its Plan as necessary to reflect the additional activities and additional energy special improvement projects it intends to undertake.

As owners of parcels desiring the assistance of the District in undertaking special energy improvement projects are identified, considered and approved by the Board, such parcels will be added to the District and the owners of the parcels will become members entitled to the rights of membership under law and the Articles of Incorporation.

As authorized pursuant to R.C. 1710.06, the District may enter into contracts with the participating political subdivisions for the sale, lease, lease with an option to purchase, conveyance of other interests in, or other contracts for the acquisition, construction, maintenance, repair, furnishing, equipping, operation, or improvement of any special energy improvement project by the special improvement district, between a participating political subdivision and the special improvement district, and between the special improvement district and any owner of real property in the special improvement district on which a special energy improvement project has been acquired, installed, equipped, or improved. Further, in accordance with the statute, the District may aggregate the renewable energy credits generated by one or more special energy improvement projects within District, upon the consent of the owners of the credits and for the purpose of negotiating and completing the sale of such credits.

V. Plan to Secure Financing to Fund Public Improvements & Public Services

The District will enter into loan agreements with eligible funding entities.

Exhibit A: Addendum to 2019-2020 Plan

Project 2020-1: Medina Township – Sanitary Engineer Lighting Upgrade

Property Owner: Board of County Commissioners of Medina County, Ohio

Parcel Number: 026-06B-17-001

Parcel Address: 3935 Weymouth Road, Medina, OH 44256

Project Description: Replacement of 4 lighting units with LED lighting

Cost: \$466.68

Proposed Payment Schedule for Special Assessments: 1 year (2 payments of \$233.34)

Date Approved by ESID Board: February 10, 2020

** Project not yet started*

Project 2020-2: Brunswick Hills Township – Sanitary Engineer Lighting Upgrade

Property Owner: Board of County Commissioners of Medina County, Ohio

Parcel Number: 001-02C-02-012

Parcel Address: 1400 Substation Road, Brunswick, Ohio, 44212

Project Description: Replacement of 2 lighting units with LED lighting

Cost: \$385.86

Proposed Payment Schedule for Special Assessments: 1 year (2 payments of \$192.93)

Date Approved by ESID Board: February 10, 2020

** Project not yet started*

Project 2020-3: City of Brunswick - Sanitary Engineer Lighting Upgrade

Property Owner: City of Brunswick, State of Ohio

Parcel Number: 003-18B-03-141, 003-18B-03-115

Parcel Address: 15 Carpenter Road, Brunswick, OH 44212

Project Description: Replacement of 1 lighting unit with LED lighting

Cost: \$116.67

Proposed Payment Schedule for Special Assessments: 1 year (2 payments of \$58.34)

Date Approved by ESID Board: February 10, 2020

** Project replaced by 2021-01*

Project 2020-4: Montville Township – Sanitary Engineer Lighting Upgrade

Property Owner: Board of County Commissioners of Medina County, Ohio

Parcel Number: 030-11A-12-035

Parcel Address: 6190 Highland Green, Medina, OH 44256

Project Description: Replacement of 2 lighting units with LED lighting

Cost: \$560.00

Proposed Payment Schedule for Special Assessments: 1 year (2 payments of \$280.00)

Date Approved by ESID Board: February 10, 2020

** Project not yet started*

Addendum approved by ESID Board on February 10, 2020

** Updated on November 30, 2023*

Exhibit B: Addendum to 2021 Plan

Project 2021-1 (replaces Project 2020-3 from 2020 Plan):

City of Brunswick Lighting Upgrade

Property Owner: City of Brunswick, State of Ohio

Parcel Number: 003-18B-430-10

Parcel Address: 4095 Center Road, Brunswick, OH 44212

Project Description: Replacement of 1 lighting unit with LED lighting (4 bulbs)

Cost: \$35.96

Proposed Payment Schedule for Special Assessments: 1 year (1 payment of \$35.96, maximum)

Date Approved by ESID Board: April 15, 2021

* *Project completed*

Addendum approved by ESID Board on April 15, 2021

** Updated on November 30, 2023*

Exhibit C: Addendum to 2021 Plan

Project 2021-2:

Village of Spencer – Energy Efficiency Upgrades to Manufacturing Plant

Property Owner: The Spencer Manufacturing Company (dba Spencer Forge)

Parcel Number: 037-27A-031-72

Parcel Address: 225 N. Main Street, Spencer, OH 44275

Project Description: Energy efficiency projects (HVAC, roof, windows, lighting)

Cost: \$500,000 Estimated

Proposed Payment Schedule for Special Assessments: __ (TBD) __ years (# TBD) payments of
(\$ TBD)

Date Reviewed by ESJD Board (approved for presentation to Village): September 28, 2021

* *Project not yet started*

Addendum approved by ESJD Board on November 22, 2021

* *Updated on November 30, 2021*

Exhibit D: Addendum to 2024 Plan

Project 2024-1:

City of Medina – Energy Efficiency Project for Construction of Legacy Hotel of Medina

Property Owner: Legacy Hotel of Medina, LLC

Parcel Numbers: 028-19A-21-344, 028-19A-21-397, 028-19A-21-252, 028-19A-21-253
(to be consolidated prior to closing, parcel ID TBD)

Parcel Address: 257 S Court Street, Medina, Ohio 44256

Project Description: Energy efficiency projects (HVAC, roof, windows, lighting) for construction of a hotel and attached event venue.

Cost: \$4,580,000 in PACU loan included in project total of \$22,902,279

Proposed Payment Schedule for Special Assessments: 18 years (# 36) payments of (\$ 253,232.06)

Date Originally Approved by ESID Board: November 30, 2023

Date of Amended Addendum Approved by ESID Board: April 23, 2024

Addendum approved by ESID Board on November 30, 2023

Amended addendum approved by ESID Board on April 23, 2024

EXHIBIT D

**ARTICLES OF INCORPORATION
CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT**

[See Attached]



Filing Form Cover Letter

Please return the approval certificate to:

Name (Individual or Business Name):

Medina County Economic Development Corporation

To the Attention of (if necessary)

Bethany Dantler

Address: 144 N. Broadway Street, Suite 202

City: Medina

State: Ohio

ZIP Code: 44256

Phone Number: 330-722-9215

E-mail Address: bdantler@medinacounty.org

☐ Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.

☐ Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"

Type of Service Being Requested: (PLEASE CHECK ONE BOX BELOW)

☒ **Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.

☐ **Expedite Service 1:** By including an Expedite fee of \$100.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.

☐ **Expedite Service 2:** By including an Expedite fee of \$200.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.

☐ **Expedite Service 3:** By including an Expedite fee of \$300.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.

☐ **Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.

OFFICE OF THE
Ohio Secretary of State



Toll Free: (877) 505-FULL (877-767-3453)

Central Office: (614) 466-3210

Ohio Department of Public Safety

Business Services Division

File online or for more information: sos.oh.gov/businessforms.aspx

Mail this form to one of the following:

Regular filing (non-expedited)
P.O. Box 670
Columbus, OH 43216

Expedite filing (Two business day processing time)
Requires an additional \$100 fee

P.O. Box 1330
Columbus, OH 43216

For state income tax information, contact the IRS at 1-800-829-1040.

Initial Articles of Incorporation (Nonprofit, Domestic Corporation)

Filing Fee: \$99

(114-ARN)

Form Must Be Typed

Please check the box if this nonprofit corporation is being formed for the following purpose:

- ☐ Community Improvement Corporation (Economic Development or Land Reutilization) - Please see Ohio Revised Code Chapter 1724 or the instructions at the end of this form for more information.

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

See Exhibit A attached to and incorporated herein these Articles by reference.

**** Note:** for Nonprofit Corporations. The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

**** Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. **

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

City of Medina Energy Special Improvement District, Inc.

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

Bethany Dentler

(Name of Statutory Agent)

144 N. Broadway Street, Suite 202

(Mailing Address)

Medina

(Mailing City)

OH

(Mailing State)

44255

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators

Scott Miller

(Signature)

Kimberly Marshall

(Signature)

Bethany Dentler

(Signature)

Acceptance of Appointment

The Undersigned,

Bethany Dentler

(Name of Statutory Agent)

, named herein as the

Statutory agent for

City of Medina Energy Special Improvement District, Inc.

(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

Bethany Dentler

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

City of Medina Energy Special Improvement District, Inc.

Signature

Kimberly Marshall

By (if applicable)

Kimberly Marshall

Print Name

City of Medina Energy Special Improvement District, Inc.

Signature

Bethany Dentler

By (if applicable)

Bethany Dentler

Print Name

City of Medina Energy Special Improvement District, Inc.

Signature

Scott Miller

By (if applicable)

Scott Miller

Print Name

EXHIBIT A
ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.

THIRD: The purpose for which the Corporation is formed shall be:

PURPOSE

(A) To govern the City of Medina Energy Special Improvement District, Inc., a special improvement district (the "District") created pursuant to Ohio Revised Code ("ORC") Chapter 1710. The District's purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing within the District special energy improvement projects. The District will be authorized to provide special energy improvement projects pursuant to ORC Chapter 1710 that will benefit property and the environment within the boundaries of the District. The District will be authorized to take any other actions pursuant to ORC Chapter 1710 that may be taken by a special improvement district organized for the purpose of developing and implementing plans for special energy improvement projects. The City of Medina ("City") is a "participating political subdivision," as that term is defined in ORC Section 1710.01(E), that will be authorized to levy a special assessment on each property within the territorial boundaries of the City within the District to pay for such improvements, based on the benefits those special energy improvement projects confer.

(B) To engage in any lawful act, activity, or business not contrary to, and for which a nonprofit corporation may be formed under, the laws of the State of Ohio.

(C) To have and exercise all powers, rights, and privileges conferred by the laws of the State of Ohio on nonprofit corporations or on special improvement districts, including, but not limited to, buying, leasing, or otherwise acquiring and holding, using or otherwise enjoying and selling, leasing or otherwise disposing of any interest in any property, real or personal, of whatever nature and wheresoever situated, and buying and selling renewable energy credits, stocks, bonds, or any other security of any issuer as the Corporation by action of its Board may, at any time and from time to time, deem advisable.

(D) The reasons for establishing the District include enhancing the value of properties within the District and improving the environment. The District will enhance the public health, safety, peace, convenience, and welfare by developing and assisting in developing special energy improvement projects that reduce the territory's carbon footprint, promote the District as a location for green technology job creation, benefit property within the District, and improve the environment.

FOURTH:
RESTRICTIONS

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or other private persons,

except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III of these Articles of Incorporation and to make distributions to its members as authorized by ORC Chapter 1702, including any distribution upon dissolution of the Corporation.

FIFTH:
MEMBERS

The members of the Corporation ("Members") shall be those persons or organizations described in the Code of Regulations. The annual meeting of Members shall be determined by the Board of Directors ("Board") as described in the Code of Regulations.

SIXTH:
BOARD OF
DIRECTORS

The Corporation shall be controlled and managed under the direction of the Board. The Board shall consist of at least five (5) individuals (individually a "Director").

(A) One Director shall be the City's municipal executive--its Mayor--or an employee of the City who is involved with the City's planning or economic development functions and who shall be appointed by and serve at the pleasure of the Mayor.

(B) One Director shall be a person appointed by and serving at the pleasure of the City's Council (the "Council"), the City's legislative authority.

(C) The remaining Directors shall be Members or executive representatives of Members elected by the Members as described in the Code of Regulations of the Corporation.

The Board of Directors of the Corporation from time to time shall constitute the Board of Directors of the Corporation under ORC Chapter 1710.

SEVENTH:
TERRITORY

The territory within the District shall be described generally as that portion of the City consisting of property owned by each property owner within the City that has petitioned the City for the development of a special energy improvement project, as that term is defined in ORC Section 1710.01(D). As provided in ORC Section 1710.02(A), the territory in the District may be noncontiguous if at least one special energy improvement project is designated for each parcel of real property included in the District. As further provided in Section 1710.02(A), additional territory may be added to the District for the purpose of developing and implementing plans for special energy improvement projects if at least one special energy improvement project is designated for each parcel of real property included within such additional territory and the addition of territory is authorized by the plan for the District under Chapter 1710. The addition of such territory shall be authorized in the plan for the District.

The following is a listing of properties that are initially included in the District, which are identified by owner and parcel number:

Owner: County of Medina

Parcel No.: 028-19A-12-141.

EIGHTH:
CERTAIN
TRANSACTIONS

No person shall be disqualified from being a Director of the Corporation because he or she is or may be a party to, and no Director of the Corporation shall be disqualified from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action, or other transaction shall be void or voidable for the reason that any Director or officer or other agent of the Corporation is a party to the contract, action, or transaction, or otherwise has any direct or indirect interest in the contract, action or transaction or in any other party to the contract, action, or transaction, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in the authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of Directors at the time the contract, action, or transaction is authorized and the Directors or the Members of the committee, in good faith reasonably justified by the facts, authorize the contract, action, or transaction by at least a majority vote of the disinterested Directors or disinterested Members of the committee, even though such disinterested Directors or Members are less than a quorum; or

The material facts as to such interest and as to the contract, action, or transaction are disclosed or are otherwise known to the member at the time the contract, action, or transaction is authorized and the member authorizes the contract, action, or transaction; or the contract, action, or transaction (i) is not less favorable to the Corporation than an arm's length contract, action, or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee of the Board which authorizes the contract, action, or transaction.

NINTH:
DISSOLUTION

Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be conveyed to any person or organization as shall be selected by the affirmative vote of a majority of the Board.

TENTH:
AMENDMENT

Any provision of these Articles of Incorporation may be amended only (a) by the affirmative vote of a majority of the Members of the Corporation at any meeting at which a quorum is present, and (b) after receipt of approval of such amendment by resolution of the legislative authority of each participating political subdivision, and (c) upon filing the approved amendment and resolution with the Ohio Secretary of State; provided that such amendment shall be consistent with the applicable provisions of ORC Chapters 1702 and 1710.

EXHIBIT C**LIST OF SPECIAL ASSESSMENTS AND
SCHEDULE OF SPECIAL ASSESSMENTS****LIST OF SPECIAL ASSESSMENTS**

<u>Name</u>	<u>Assessed Properties Description</u>	<u>Portion of Benefit and Special Assessment</u>	<u>Amount of Special Assessments</u>
Legacy Hotel of Medina, LLC	Parcel Number <u>028-19A-21-402</u>	100%	\$9,115,993.98

SCHEDULE OF SPECIAL ASSESSMENTS
FOR MEDINA COUNTY PARCEL NO.:

028-19A-21-402*

The following schedule of Special Assessment charges shall be certified for collection in 16 semi-annual installments to be collected with property taxes in calendar years 2026 through 2043:

Special Assessment Date*	Total Special Assessment Amount**
January 31, 2026	\$253,222.06
July 31, 2026	253,222.06
January 31, 2027	253,222.06
July 31, 2027	253,222.06
January 31, 2028	253,222.06
July 31, 2028	253,222.06
January 31, 2029	253,222.06
July 31, 2029	253,222.06
January 31, 2030	253,222.06
July 31, 2030	253,222.06
January 31, 2031	253,222.06
July 31, 2031	253,222.06
January 31, 2032	253,222.06
July 31, 2032	253,222.06
January 31, 2033	253,222.06
July 31, 2033	253,222.06
January 31, 2034	253,222.06
July 31, 2034	253,222.06
January 31, 2035	253,222.06
July 31, 2035	253,222.06
January 31, 2036	253,222.06
July 31, 2036	253,222.06
January 31, 2037	253,222.06
July 31, 2037	253,222.06
January 31, 2038	253,222.06
July 31, 2038	253,222.06
January 31, 2039	253,222.06
July 31, 2039	253,222.06
January 31, 2040	253,222.06
July 31, 2040	253,222.06
January 31, 2041	253,222.06
July 31, 2041	253,222.06
January 31, 2042	253,222.06
July 31, 2042	253,222.06

January 31, 2043	253,222.06
July 31, 2043	253,222.06

* As identified in the records of the Auditor of Medina County, Ohio as of May ____, 2024.

** Pursuant to Chapter 123 of the Ohio Revised Code, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Auditor of Medina County, Ohio, Ohio under certain conditions.

*** The Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each Special Assessment payment. If imposed, this special assessment collection fee will be added to the payment amounts listed above.

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION LEVYING SPECIAL ASSESSMENTS
FOR THE PURPOSE OF ACQUIRING, INSTALLING, EQUIPPING,
AND IMPROVING CERTAIN PUBLIC IMPROVEMENTS
IN THE CITY OF MEDINA, OHIO IN COOPERATION WITH
THE CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT DBA MEDINA
COUNTY ENERGY IMPROVEMENT DISTRICT

I, Anthony P. Capretta, the duly elected, qualified, and acting Auditor in and for Medina County, Ohio hereby certify that a certified copy of Ordinance 166-24 duly adopted by the Council of the City of Medina, Ohio on May 28, 2024 levying special assessments for the purpose of acquiring, installing, equipping, and improving certain public improvements in the City of Medina, Ohio in cooperation with the City of Medina Energy Special Improvement District, Inc., including a List of Special Assessments and Schedule of Special Assessments, which Special Assessment charges shall be certified for collection in 36 semi-annual installments to be collected with first-half and second-half real property taxes in calendar years 2026 through 2043, was filed in this office on _____, 2024.

WITNESS my hand and official seal at Medina, Ohio on _____, 2024

[SEAL]

Auditor
 Medina County, Ohio

[County Auditor's Receipt]

COOPERATIVE AGREEMENT

among

DEVELOPMENT FINANCE AUTHORITY OF SUMMIT COUNTY

and

CITY OF MEDINA, OHIO

and

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC. DBA MEDINA
COUNTY ENERGY IMPROVEMENT DISTRICT

and

LEGACY HOTEL OF MEDINA, LLC

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

Dated as of
1, 2024

S[Principal Amount]
Development Finance Authority of Summit County
Jobs & Investment Fund Program
Taxable Development Revenue Bonds, Series 2024A
(City of Medina - Legacy Hotel & Event Center PACE Project)

ROETZEL & ANDREWS
A LEGAL PROFESSIONAL ASSOCIATION
Bond Counsel

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions	5
Section 1.1. Use of Defined Terms	5
Section 1.2. Definitions	5
Section 1.3. Interpretation	11
Section 1.4. Captions and Headings	12
ARTICLE II Representations and Covenants.....	13
Section 2.1. Representations of the Issuer	13
Section 2.2. Representations of the City	13
Section 2.3. Representations of the Trustee.....	14
Section 2.4. Representations of the District.....	14
Section 2.5. Representations of the Developer.....	14
Section 2.6. Covenant to Pay Special Assessments.....	15
Section 2.7. Maintenance and Repair of Development; Covenant to Maintain Insurance, Damage and Use of Proceeds of the Development.....	15
ARTICLE III Cooperative Arrangements	18
Section 3.1. Cooperative Arrangements	18
Section 3.2. Issuance of Series 2024A Bonds	18
Section 3.3. Bond Reserve Deposit	19
Section 3.4. Limitation on Obligations	19
ARTICLE IV Assignment of Assigned Special Assessments.....	21
Section 4.1. Assignment of Assigned Special Assessments.....	21
Section 4.2. Enforcement of Obligations of City and Issuer	21
ARTICLE V Additional Agreements and Covenants.....	23
Section 5.1. Right of Inspection.....	23
Section 5.2. Indemnification.....	23
Section 5.3. Litigation Notice	24
Section 5.4. Developer to Maintain its Existence	24
ARTICLE VI Provisions Relating to Trustee.....	26
Section 6.1. Duties of Trustee.....	26
Section 6.2. Trustee's Liability	26
Section 6.3. Reliance by Trustee	26
ARTICLE VII Events of Default and Remedies	27
Section 7.1. Events of Default	27
Section 7.2. Remedies on Default.....	28
Section 7.3. No Remedy Exclusive	28

Section 7.4.	Agreement to Pay Legal Fees and Expenses	28
Section 7.5.	No Waiver.....	29
Section 7.6.	Notice of Default	29
ARTICLE VIII Miscellaneous		30
Section 8.1.	Term of Agreement	30
Section 8.2.	Notices	30
Section 8.3.	Extent of Covenants; No Personal Liability	30
Section 8.4.	Binding Effect.....	30
Section 8.5.	Amendments and Supplements.....	31
Section 8.6.	Execution Counterparts.....	31
Section 8.7.	Severability	31
Section 8.8.	Limitation of Rights.	31
Section 8.9.	Governing Law	31
Exhibit A	Required Amounts	A-1
Exhibit B	Petition and Plan	B-1

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into as of _____ 1, 2024 among the DEVELOPMENT FINANCE AUTHORITY OF SUMMIT COUNTY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the "Issuer"), the CITY OF MEDINA, OHIO, a municipal corporation duly organized and validly existing under the laws of the State (the "City"), the CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC. DBA MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT, a nonprofit corporation and special improvement district duly organized and validly existing under the laws of the State (the "District"), LEGACY HOTEL OF MEDINA, LLC, an Ohio limited liability company (the "Developer"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, a national banking association duly organized and validly existing under the laws of the United State of America and authorized to exercise corporate trust powers in the State (the "Trustee"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

Recitals:

- A. The Developer has submitted the Petition and the Plan to the District in order to facilitate the completion of the Series 2024A Project, which Series 2024A Project constitutes a "port authority facility" under the Act and a "special energy improvement project" under the Special Improvement District Act.
- B. The Developer has completed the Series 2024A Project and, in furtherance of thereof, subject to the terms and conditions of this Agreement:
1. the District and the City have approved the Petition and the Plan;
 2. the Issuer has agreed to finance a portion of the costs of the Project Costs; and
 3. in furtherance of the Plan, the Council of the City has passed the Assessing Ordinance levying the Special Assessments upon the Project Site in order to provide funds necessary to pay a portion of the Project Costs.
- C. In order to finance the Costs of the Series 2024A Project:
1. the District and the Developer have requested, and the Issuer has agreed, to issue and sell the Series 2024A Bonds to finance the Costs of the 2024A Project originally paid by the Developer,
 2. to pay Bond Service Charges on the Series 2024A Bonds when due, (i) the Developer has agreed to pay Special Assessments levied by the City when due and (ii) the City has agreed to assign and pay the Assigned Special Assessments in accordance with this Agreement; and

3. to secure the payment of Bond Service Charges, the Issuer has pledged the Assigned Special Assessments to the Trustee under the Indenture.

D. The Issuer, the City, the District and the Developer each believe that Provision of the Series 2024A Project will promote redevelopment of the Series 2024A Project area, eliminate and prevent the recurrence of blight, and create jobs and employment opportunities in the City, and each of the Cooperative Parties has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

E. The Issuer and the Medina County Port Authority have entered into a Jurisdictional Cooperative Agreement dated as of _____, 2024 (the "Jurisdictional Cooperative Agreement") pursuant to which the Medina County Port Authority has requested the assistance of the Issuer with financing a portion of the Project Costs.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, and subject to the terms and limitations of this Agreement, the Cooperative Parties agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer, but shall be payable solely out of the Pledged Revenues available to the Issuer and any obligation of the City to pay Assigned Special Assessments to the Issuer hereunder shall never constitute a general debt of the City or give rise to any pecuniary liability of the City but shall be payable solely from the Assigned Special Assessments):

{balance of page intentionally left blank}

ARTICLE I

Definitions

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. Definitions. As used herein:

"Act" means Sections 4582.21 through 4582.60, Ohio Revised Code, as enacted and amended from time to time.

"Administrative Amounts" includes the Issuer Fee, the Trustee Fee, the District Fee, the reasonable expenses of the Issuer, the City, the District and the Trustee, including but not limited to attorneys' fees, in pursuing remedies hereunder or under the Indenture, and expenses incurred to comply with continuing disclosure obligations, and any amounts (other than amounts required to pay Bond Service Charges on the Series 2024A Bonds) required to be paid hereunder.

"Agreement" or "Cooperative Agreement" means this Cooperative Agreement as amended and supplemented from time to time.

"Assessing Ordinance" means Ordinance No. ~~106~~ 2024 passed by the Legislative Authority of the City on ~~May 28~~ , 2024, as amended by Ordinance No. , 2024 passed by the Legislative Authority of the City on _____, 2024, levying the Special Assessments on the Project Site in accordance with the Plan.

"Assigned Special Assessments" means the Net Special Assessments received by the City from the County Treasurer and assigned by the City to the Issuer hereunder and pledged by the Issuer to the Trustee pursuant to the Indenture to secure Bond Service Charges on the Series 2024A Bonds.

"Available Amount" means, for each Interest Payment Date, the aggregate of Assigned Special Assessments and any applicable Capitalized Interest Payments to be applied to interest in accordance with the Indenture which are on deposit with the Trustee as of the June 1 or December 1 immediately preceding that Interest Payment Date.

"Bond Legislation" means, when used with reference to the Series 2024A Bonds, Resolution No. 2024-__ adopted by the Legislative Authority of the Issuer on _____, 2024 providing for the issuance of the Series 2024A Bonds and approving this Agreement, the Series 2024A Supplemental Indenture, and related matters, as amended and supplemented from time to time.

"Bond Reserve Deposit" means, with respect to the Series 2024A Bonds, the Bond Reserve Deposit as defined in the Series 2024A Supplemental Indenture.

“Bond Service Charges” means Bond Service Charges as defined in the Indenture.

“Business Day” means a day that is not a (i) Saturday, (ii) Sunday, or (iii) day on which the Trustee is closed or banks in New York, New York are closed.

“Capitalized Interest Payments” means such term as defined in the Series 2024A Supplemental Indenture.

“Certificate of Award” means the Certificate of Award delivered by the Issuer in accordance with the Bond Legislation.

“City” means the City of Medina, Ohio, a municipal corporation organized and existing under the laws of the State and its Charter.

“Closing Date” means the date of delivery of the Series 2024A Bonds

“Construction Manager” means the Developer, in its capacity as Construction Manager under the Construction Manager Agreement.

“Construction Manager Agreement” means the Construction Manager Agreement dated as of _____, 2024 among the Issuer, the Trustee and the Construction Manager under which the Construction Manager agrees to undertake Provision of the Series 2024A Project, as amended and supplemented from time to time.

“Cooperative Parties” means the City, the Issuer, the Developer, the District and the Trustee

“Costs” means the costs permitted in Section 1710.07 of the Special Improvement District Act.

“County” means the County of Medina, Ohio, a county organized and existing under the laws of the State.

“County Auditor” means the Auditor of the County.

“County Treasurer” means the Treasurer of the County.

“Deficiency Amount” means, for each Interest Payment Date, the amount by which the Required Amount exceeds the Available Amount.

“Developer” means Legacy Hotel of Medina, LLC, an Ohio limited liability company.

“Development” means the improvements on the Project Site, including the Series 2024A Project.

“Development Lender” means any financial institution or other lender providing financing for the construction or the purchase of any portion of the Development.

"Development Lender Documents" means any applicable loan agreement, financing agreement or other financial arrangement between a Development Lender and the Developer providing construction financing, permanent financing or other financing for the Development.

"District" means the City of Medina Energy Special Improvement District, Inc. dba Medina County Energy Improvement District, a nonprofit corporation and special improvement district duly organized and validly existing under the Special Improvement District Act

"District Fee" means an annual administrative fee of the District equal to 0.25% of the annual amount of the Special Assessments, to be paid in accordance with Exhibit A attached hereto.

"Environmental Laws" means all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, CERCLA and Chapter 3734 of the Ohio Revised Code.

"Event of Default" means any of the events described as an Event of Default in Section 7.1 hereof.

"Extraordinary Expenses" means the Trustee's Extraordinary Expenses as defined in the Indenture.

"Force Majeure" means, without limitation, the following: (i) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; embargoes; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or (ii) any cause, circumstance or event not reasonably within the control of the Developer; provided that inability to obtain necessary financing shall not constitute an event of Force Majeure.

"Governing Documents" means, as to a corporation, the articles of incorporation and code of regulations or bylaws of such corporation, as to a limited liability company, the articles of organization and operating agreement of such limited liability company, and as to a statutory trust, the trust agreement and other organizational documents relating to such statutory trust.

"Hazardous Materials" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. §§9601 *et seq.*) ("CERCLA"), the

Hazardous Materials Transportation Act, as amended (49 U.S.C. §§1801, *et seq.*), Resource Conservation and Recovery Act (42 U.S.C. §§6901 *et seq.*) ("RCRA"), or any other applicable Environmental Law and in the regulations adopted pursuant thereto.

"Holder" or "Holder of a Bond" means, as to Series 2024A Bonds, such terms as defined in the Indenture.

"Indenture" means the Amended and Restated Trust Indenture dated as of October 1, 2017 between the Issuer and the Trustee, as amended and supplemented from time to time by any supplemental indentures, including the Series 2024A Supplemental Indenture.

"Interest Payment Date" means such term as defined in the Series 2024A Supplemental Indenture.

"Interest Rate for Advances" means, to the extent lawfully chargeable, the rate of interest which is 2% in excess of the rate announced from time to time by the Trustee or U.S. Bank National Association in its capacity as a lending institution as its "prime rate" or "base rate."

"Issuer" means the Development Finance Authority of Summit County, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

"Issuer Fee" means, with respect to the Series 2024A Bonds, an annual administrative fee of the Issuer equal to 0.600% of the Outstanding principal amount of the Series 2024A Bonds, to be paid in accordance with Exhibit A attached hereto.

"Legislative Authority" means (i) when used with reference to the Issuer, the Board of Directors of the Issuer, (ii) when used with reference to the City, the Council of the City and (iii) when used with reference to the District, the Board of Directors of the District.

"Net Proceeds" means, when used with respect to any insurance proceeds, the gross proceeds thereof less the payment of all expenses, including reasonable attorneys' fees, incurred in connection with the collection of such gross proceeds.

"Net Special Assessments" means the Special Assessments paid to the City by the County Treasurer after deduction of any administrative fees by the County Treasurer.

"Notice Address" means:

- | | | |
|-----|-------------------|--|
| (a) | as to the Issuer: | Development Finance Authority of Summit
County
One Cascade Plaza, 17 th Floor
Akron, Ohio 44308
Attn: President |
|-----|-------------------|--|

- with a copy to:
- Roetzel & Andress
222 South Main Street
Akron, Ohio 44308
Attn: Justin P. Markey, Esq.
- (b) as to the City: City of Medina, Ohio
132 N. Elmwood Avenue
Medina, Ohio 44256
Attn: Mayor
- (c) as to the District: City of Medina Energy Special Improvement
District, Inc. dba Medina County Energy
Improvement District
- (d) as to the Developer: Legacy Hotel of Medina, LLC
3991 N. Jefferson Street
Medina, Ohio 44256
Attn: Jason T. Stevenson, CEO
- (e) as to the Trustee: U.S. Bank Trust Company, National Association
Global Corporate Trust Services
1350 Euclid Avenue
CN-0H-RN11
Cleveland, Ohio 44115
Attn: David Schlabach, Vice President

or such additional or different address, notice of which is given under Section 8.2 of this Agreement.

"Operative Documents" means, collectively, this Agreement, the Plan, the Indenture, the Construction Manager Agreement, the Special Assessment Agreement, any Purchase Agreement, and any agreement, instrument or document delivered thereunder.

"Outstanding" means such term as defined in the Indenture.

"Owner" means, initially, the Developer, and each other Person who holds all or any part of a fee simple estate in and to all or any part of the Project Site.

"Person" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Petition" means the Petition attached hereto as Exhibit B as approved by the City in the Assessing Ordinance.

"Plan" means the Project Plan set forth in the Petition, which Plan may be amended from time to time in accordance with the Special Improvement District Act, this Agreement and its own terms.

"Pledged Revenues" means, with respect to the Series 2024A Bonds, the Pledged Revenues as defined in the Indenture.

"Project Costs" means the Costs of the Provision of the Series 2024A Project pursuant to the Plans and Specifications, as defined in the Indenture.

"Project Site" means the Property as defined on Exhibit A to the Petition.

"Provision" means, as applicable, the acquisition, construction, installation, renovation, improvement, and equipping of the Series 2024A Project.

"Purchase Agreement" means any bond purchase or private placement agreement entered into by the Issuer in connection with the sale or private placement of the Series 2024A Bonds, as determined by the Issuer in the Certificate of Award.

"Registrar" means such term as defined in the Indenture.

"Required Amount" means, for each Interest Payment Date, the aggregate amount of Bond Service Charges and Administrative Amounts due and payable on such Interest Payment Date as set forth on Exhibit B attached hereto plus additional Administrative Amounts then due and payable under this Agreement.

"Required Property Insurance Coverage" means (i) insurance in the amount not less than 100% of the as-completed appraised value of the Development following completion of the Series 2024A Project against loss or damage by fire and extended coverage risks and containing loss deductible provisions not to exceed \$50,000, or (ii) alternative arrangements for insurance or self-insurance approved by the Issuer.

"Series 2024A Bonds" means the Series 2024A Bonds issued by the Issuer pursuant to the Bond Legislation designated "Development Finance Authority of Summit County Jobs & Investment Fund Taxable Development Revenue Bonds, Series 2024A (City of Medina - Legacy Hotel & Event Center PACE Project)."

"Series 2024A Project" means the Authorized Improvements as defined in the Petition, constituting a "project" and "port authority facilities" as defined in the Act and a "special energy improvement project" under the Special Improvement District Act.

"Series 2024A Revenue Account" means the Series 2024A Revenue Account established under the Series 2024A Supplemental Indenture.

"Series 2024A Supplemental Indenture" means the Fifty-First Supplemental Indenture, dated as of even date herewith, between the Issuer and the Trustee containing the terms of the Series 2024A Bonds.

"Special Assessment Agreement" means the Special Assessment Agreement dated as of ____, 1, 2024 among the County Treasurer, the City, the District, the Developer and the Issuer, as amended or supplemented from time to time.

"Special Assessments" means the special assessments levied by the City upon the Project Site by the Assessing Ordinance in accordance with the Plan, the Special Improvement District Act and Ohio Revised Code Chapter 727.

"Special Improvement District Act" means Ohio Revised Code Chapter 1710, as enacted and amended from time to time.

"State" means the State of Ohio.

"Trustee" means U. S. Bank Trust Company, National Association, as Trustee under the Indenture, until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Trustee" shall mean such successor Trustee.

"Trustee Fee" means, with respect to the Series 2024A Bonds, an annual fee of the Trustee equal to the greater of 0.06% of the Outstanding principal amount of the Series 2024A Bonds or \$1,250, to be paid in accordance with Exhibit A attached hereto.

"Unassigned Issuer's Rights" means Unassigned Issuer's Rights as defined in the Indenture, and shall include all of the rights of the Issuer to be held harmless and indemnified and to be reimbursed for attorney's fees and expenses under any of the Operative Documents and to give or withhold consent to amendments, changes, modifications, alterations and termination of this Agreement in accordance with the terms hereof.

Section 1.3 Interpretation. Any reference herein to the Issuer, the City, the District or to a Legislative Authority or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Holders of the Series 2024A Bonds, the Trustee, the Developer, the District or the City under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of the Series 2024A Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

ARTICLE II

Representations and Covenants

Section 2.1. Representations of the Issuer. The Issuer represents that: (a) it is a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State; (b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Issuer which would impair its ability to carry out its obligations contained in this Agreement or the other Operative Documents to which it is a party; (c) it is legally empowered to enter into and perform the transactions contemplated by this Agreement and the other Operative Documents to which it is a party; (d) the execution, delivery and performance of this Agreement and the other Operative Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the Issuer, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Issuer is a party or by which it is bound which would have an adverse effect on the Issuer's ability to perform its obligations under any of the Operative Documents to which it is a party (other than such adverse effect which is not material); (e) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement and the other Operative Documents to which it is a party; (f) this Agreement and the other Operative Documents to which it is a party, when executed and delivered by the Issuer, will constitute the legal, valid and binding obligations of the Issuer, enforceable against it in accordance with the respective terms thereof, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and equitable principles now or hereafter in effect or enacted respecting creditors' rights or remedies generally; (g) it has duly accomplished all conditions necessary to be accomplished by it prior to the issuance and delivery of the Series 2024A Bonds; and (h) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Operative Documents to which it is a party by any successor public body.

Section 2.2. Representations of the City. The City represents that: (a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter; (b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the City which would impair its ability to perform its obligations contained in this Agreement; (c) it is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (d) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the City and does not, and will not, conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound which would have an adverse effect on the City's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (e) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement and the transactions contemplated herein and therein, and those transactions will enhance, aid and promote authorized purposes of the City; (f) this Agreement, when executed and delivered by the City, will constitute the legal, valid and binding obligations of the City, enforceable against it in accordance with their respective terms, except as enforceability may be limited by the application of bankruptcy,

insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and equitable principles now or hereafter in effect or enacted respecting creditors' rights or remedies generally; and (g) the Assessing Ordinance has been duly passed and is in full force and effect and not subject to repeal by referendum.

Section 2.3. Representations of the Trustee. The Trustee represents that (a) it is a national banking association duly organized and validly existing under the laws of the United States and is qualified to exercise trust powers under the laws of the State; (b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Trustee which would impair its ability to carry out its obligations contained in this Agreement or the other Operative Documents to which it is a party; (c) it is legally empowered to enter into and perform the transactions contemplated by this Agreement and the other Operative Documents to which it is a party; (d) it has by all necessary corporate action authorized the execution, delivery and performance of this Agreement and the other Operative Documents to which it is a party; (e) this Agreement and the other Operative Documents to which it is a party, when executed and delivered by the Trustee, will constitute the legal, valid and binding obligation of the Trustee, enforceable against it in accordance with its terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and equitable principles now or hereafter in effect or enacted respecting creditors' rights or remedies generally; and (f) it will take all necessary action to remain in good standing and duly authorized to exercise corporate trust powers in the State.

Section 2.4. Representations of the District. The District represents that: (a) it is a special improvement district duly organized and validly existing under the Special Improvement District Act; (b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the District which would impair its ability to perform its obligations contained in this Agreement; (c) it is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (d) the execution, delivery and performance of this Agreement do not and will not violate or conflict with any provision of law applicable to the District and do not, and will not, conflict with or result in a default under any agreement or instrument to which the District is a party or by which it is bound, including, but not limited to, the Petition and the Plan, which would have an adverse effect on the District's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (e) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement and the transactions contemplated herein and therein, and those transactions will enhance, aid and promote authorized purposes of the District; and (f) this Agreement, when executed and delivered by the District, will constitute the legal, valid and binding obligations of the District, enforceable against it in accordance with their respective terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and equitable principles now or hereafter in effect or enacted respecting creditors' rights or remedies generally.

Section 2.5. Representations of the Developer. The Developer represents that (a) it is a limited liability company duly organized and validly existing under the laws of the State; (b) it has full power and authority to execute, deliver and perform this Agreement and the other Operative

Documents to which it is a party and to enter into and perform the transactions contemplated by these documents; (c) the execution, delivery and performance of this Agreement and the other Operative Documents to which it is a party do not violate any provision of law applicable to it or its Governing Documents, and do not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound which would have an adverse effect on its ability to perform its obligations under this Agreement and any of the other Operative Documents to which it is a party (other than such adverse effect which is not material); (d) it has duly authorized the execution, delivery and performance of this Agreement and the other Operative Documents to which it is a party; (e) this Agreement and the other Operative Documents to which it is a party, when executed and delivered by it, will constitute its legal, valid and binding obligations, enforceable against it in accordance with their respective terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws and equitable principles now or hereafter in effect or enacted respecting creditors' rights or remedies generally, and (f) the provision of financial assistance to be made available under this Agreement and the commitments therefor made by the Issuer, the District and the City have induced it to undertake the transactions contemplated by this Agreement and the other Operative Documents to which it is a party, including redevelopment of the Project Site which will create jobs and employment opportunities within the City.

Section 2.6. Covenant to Pay Special Assessments. While the Series 2024A Bonds are Outstanding, the Owner shall pay the Special Assessments semiannually to the County Treasurer pursuant to and in accordance with the Assessing Ordinance, the Special Improvement District Act and Ohio Revised Code Chapter 727. The Special Assessments shall be paid semiannually to the County Treasurer on or before the date on which real property taxes would otherwise be due and payable for the Project Site. The obligation of the Owner to pay the Special Assessments shall be absolute and shall not be terminated for any cause, and there shall be no right to suspend or set off such Special Assessments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Series 2024A Project, commercial frustration of purpose, or any failure by any other Cooperative Party to perform or observe any obligation, or covenant, whether express or implied, arising out of or in connection with this Agreement or the other Operative Documents to which they are parties.

While any of the Series 2024A Bonds are Outstanding, no Owner shall execute a petition (a) requesting special assessments to be levied on the Project Site in connection with improvements which are for the benefit of the Project Site, including, but not limited to a special energy improvement project under the Special Improvement District Act or (b) to create or join a special improvement district other than the District in accordance with the Special Improvement District Act, without the written consent of the Issuer.

Section 2.7. Maintenance and Repair of Development; Covenant to Maintain Insurance; Damage and Use of Proceeds of the Development.

(a) **Repair and Maintenance of the Development.** The Owner shall maintain and preserve the Development in good working order and condition, ordinary wear and tear excepted, and shall from time to time make all necessary repairs, renewals,

replacements, additions and improvements thereto. All damage to or destruction of the Development shall be promptly repaired, replaced or restored by the Owner.

(b) Insurance The Owner shall at all times:

(i) Maintain or cause to be maintained the Required Property Insurance Coverage, which insurance shall be issued by solvent insurance carriers licensed to do business in the State.

(ii) Furnish to the Issuer, upon request, certified copies of its insurance policies or certificates of insurance showing its insurance coverage.

(iii) Require each policy of insurance to contain a provision whereby it cannot be canceled or substantially modified except after not less than 30 days' written notice to the Issuer.

(iv) Require each policy of insurance covering the Development to be written or endorsed so as to make the Issuer an additional insured or loss payee.

(v) Require each policy of insurance, if readily obtainable in the market, to contain an agreement by the insurer that any loss shall be payable to the Trustee notwithstanding any act or negligence of the Owner which might otherwise result in forfeiture of said insurance.

(vi) Deliver, upon demand, renewal certificates of all insurance required in this Section, together with written evidence of full payment of the annual premiums therefor upon request.

Any insurance required under this Agreement may be provided under so called "blanket" policies, so long as the amounts and coverages thereunder will provide protection equivalent to that provided under a single policy meeting the requirements of this Section.

(c) Damage to or Destruction of the Development. In case of any damage to or destruction of the Development or any part thereof, the Owner will promptly give or cause to be given written notice thereof to the Issuer and the Trustee generally describing the nature and extent of such damage or destruction. If within 90 days following such damage or destruction the Owner shall have certified in writing to the District, the Issuer and the Trustee that the Development shall have been damaged or destroyed to such an extent that (a) it cannot reasonably be expected to be restored, within a period of six months from the commencement of restoration, to the condition thereof immediately preceding such damage or destruction or (b) its normal use and operation is reasonably expected to be prevented for a period of six consecutive months or (c) the Owner shall not be required to restore the Development under the terms of the Development Lender Documents, then the Owner shall have no obligation to repair or restore the Development. If the Owner shall not deliver such certification, the Owner shall, whether or not the Net Proceeds, if any, received on account of such damage or destruction shall be sufficient for such purpose, promptly commence and complete, or cause to be commenced and completed, the repair,

restoration or replacement of the Development as nearly as practicable to the value, condition and character thereof existing immediately prior to such damage or destruction, with such changes or alterations, however, as the Owner may deem necessary for proper operation of the Development and to which the Issuer has consented, which consent shall not be unreasonably withheld. In no event shall there be any abatement or diminution of the Special Assessments by reason of the damage to or destruction of the Development.

Except as otherwise provided in the Development Lender Documents, Net Proceeds not in excess of \$100,000 shall be paid, so long as no Event of Default shall have occurred and be continuing, to the Owner for application of as much as may be necessary for the repair, rebuilding and restoration of the Development. The balance of the Net Proceeds remaining after payment of all costs of such repair, rebuilding or restoration shall be paid to the Owner and may be used by the Owner for any purpose the Owner deems appropriate. Except as otherwise provided in the Development Lender Documents, if such Net Proceeds are in excess of \$100,000, the Net Proceeds shall be paid to and held by the Trustee in the Collateral Fund for application of as much as may be necessary of the Net Proceeds for the payment of the costs of repair, rebuilding or restoration, either on completion thereof or as the work progresses, as directed by the Owner in a writing approved by the Issuer. The balance of the Net Proceeds remaining after payment of all costs of such repair, rebuilding or restoration shall be paid to the Owner and may be used by the Owner for any purpose the Owner deems appropriate. If the Development Lender determines under the Development Lender Documents not to authorize the repair, rebuilding or restoration of the Development with the Net Proceeds and instead determines to apply such Net Proceeds to amounts owed to the Development Lender under the Development Lender Documents, then the Owner hereby covenants and agrees that it shall pay to the Trustee all remaining Net Proceeds for deposit into the Collateral Fund and applied by the Trustee in accordance with the Indenture.

If, in lieu of repair, restoration or replacement of the Development, the Owner has certified that it will pay funds sufficient to redeem the Outstanding Series 2024A Bonds in full and all other amounts due under this Agreement, any Net Proceeds received prior to such payment shall be credited against the payment of such redemption price.

(d) Notwithstanding the foregoing, if an Event of Default shall have occurred and is then continuing, except as otherwise provided in the Development Lender Documents, all Net Proceeds shall be paid to the Trustee and shall be deposited into the Collateral Fund and applied by the Trustee in accordance with the Indenture.

(End of Article II)

ARTICLE III

Cooperative Arrangements

Section 3.1. Cooperative Arrangements. For the reasons set forth in the Recitals to this Agreement, the Cooperative Parties have determined to cooperate with one another in undertaking the issuance of the Series 2024A Bonds in accordance with the terms of this Agreement and the other Operative Documents. The District and the Developer have requested the assistance of the Issuer in issuing the Series 2024A Bonds, the proceeds of which will be used to finance a portion of the Project Costs. This Agreement is intended to and shall be an agreement among the Cooperative Parties to cooperate in the financing of port authority facilities pursuant to the Act.

Section 3.2. Issuance of Series 2024A Bonds. The Cooperative Parties agree as follows:

(a) Developer to Undertake Series 2024A Project. The Issuer shall undertake Provision of the Series 2024A Project on behalf of the District. The Developer shall act as the Construction Manager for the Issuer for Provision of the Series 2024A Project pursuant to this Agreement, the Plan, the Plans and Specifications and the Construction Manager Agreement. The District consents and agrees to the Developer acting as Construction Manager for the Issuer under the Construction Manager Agreement. The Issuer agrees, for the benefit of the District, to enforce, and will enforce if directed by the District, the terms of the Construction Manager Agreement.

(b) Financing of Project Costs. In order to assist the Developer with financing, or providing funds for the payment of a portion of, the Project Costs, (i) the Issuer has issued the Series 2024A Bonds and has pledged the Assigned Special Assessments to the payment of Bond Service Charges on the Series 2024A Bonds under the Series 2024A Supplemental Indenture; and (ii) the City has adopted the Assessing Ordinance and assigned the Net Special Assessments to the Issuer. A portion of the proceeds of the Series 2024A Bonds has been deposited to the Project Fund to be disbursed in accordance with the Construction Manager Agreement and the Indenture to pay Project Costs.

(c) Reserves and Administrative Amounts as Project Costs. The Developer expressly acknowledges and agrees that the costs of providing for the funding of the Bond Reserve Deposit and Administrative Amounts under the Indenture shall be deemed to be Project Costs and payable by the Trustee with proceeds of the Series 2024A Bonds or otherwise with Assigned Special Assessments as provided in the Indenture.

(d) Developer Required to Pay Costs in the Event Project Fund is Insufficient. If moneys available to the Issuer from the Project Fund are insufficient to pay all of the Project Costs, the Developer will nonetheless, pay all costs to complete the Series 2024A Project in accordance with the Plan and the Plans and Specifications and shall pay all such additional Project Costs from its funds. The Developer shall not be entitled to reimbursement for any Project Costs or issuance costs from the Issuer, the District or the City, nor shall the Developer be entitled to any abatement, diminution or postponement of Special Assessments on account thereof.

(e) Signage. During the construction of the Series 2024A Project, the Developer, at its expense, shall furnish and post appropriate public signage on or about the Series 2024A Project satisfactory to the Issuer, the City, the Medina County Port Authority and the District reflecting their respective roles in the Series 2024A Project.

(f) Payment of Project Fees by the Owner. The Owner agrees to pay the following fees and expenses in connection with the Series 2024A Bonds:

- (i) on the Closing Date, from the proceeds of the Series 2024A Bonds, the fees and expenses in connection with the issuance of the Series 2024A Bonds;
- (ii) while the Series 2024A Bonds are Outstanding, the Trustee's Extraordinary Expenses, payable within 30 days of receipt by the Owner of an invoice therefor;
- (iii) while the Series 2024A Bonds are Outstanding, the Administrative Amounts, including any fees and expenses of the Issuer, the District and the City, including without limitation reasonable attorneys' fees and expenses, incurred by the Issuer, the District and the City in connection with the enforcement of the obligations of the Owner under this Agreement and the other Operative Documents to which the Owner is a party, payable within 30 days of receipt by the Owner of an invoice therefor; and
- (iv) annually to the Issuer while the Series 2024A Bonds are Outstanding, the fees of the Issuer incurred in connection with any continuing disclosure obligations of the Issuer for the Series 2024A Bonds, payable within 30 days of receipt by the Owner of an invoice therefor.

Section 3.3. Bond Reserve Deposit. The Developer agrees that on the Closing Date the Bond Reserve Deposit will be initially funded by proceeds of the Series 2024A Bonds deposited in the Series 2024A Primary Reserve Account.

Section 3.4. Limitation on Obligations. Neither the Series 2024A Bonds, nor any obligation of the Issuer created by or arising out of this Agreement or the other Operative Documents shall constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer, but shall be payable solely from the Pledged Revenues. The obligations of the Issuer and the City under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the Issuer, the District and the City under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the Issuer or the City, and the Trustee and any holder of the Series 2024A Bonds do not and shall not have any right to have taxes levied by the Issuer, the District or the City for the payment of Bond Service Charges on any of the such bonds or notes or any other obligation of the Issuer, the District or the City hereunder.

None of the officials of the Issuer, the District or the City or any members of any respective Legislative Authority or their respective officers or employees, shall be liable in their personal

capacities as to any obligations contemplated by this Agreement or created by or arising out of this Agreement.

(End of Article III)

ARTICLE IV

Assignment of Assigned Special Assessments

Section 4.1 Assignment of Assigned Special Assessments. In consideration of the Series 2024A Bonds issued by the Issuer to finance a portion of the Project Costs, the City hereby assigns to the Issuer the Assigned Special Assessments, and grants to the Issuer the City's right to receipt of the Assigned Special Assessments, which right the Issuer has pledged to the Trustee under the Indenture to secure the payment of Bond Service Charges on the Series 2024A Bonds. Accordingly, the City is obligated to transfer all Assigned Special Assessments received by the City to the Trustee within 30 days of receipt from the County, but not later than April 1 and October 1 of each year. All such Assigned Special Assessments shall be paid to the Trustee at the Trustee's Notice Address, or at such other address as the Trustee shall designate in writing for deposit in the Series 2024A Revenue Account for payment of Bond Service Charges on the Series 2024A Bonds in accordance with the Indenture.

Notwithstanding anything in this Agreement to the contrary, the City's obligation under this Agreement to make Assigned Special Assessments shall be a special obligation of the City and shall be required to be made solely from the Net Special Assessments received by the City. The obligations of the City under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the City under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City, and neither the Issuer, the Trustee, nor the Holders of the Series 2024A Bonds has or shall have any right to have taxes levied by the City for the payment of the Assigned Special Assessments.

Upon the City's execution and delivery of this Agreement, all moneys from the collection of the Net Special Assessments required for the payment of the Assigned Special Assessments shall be appropriated annually by the City to pay the City's obligations hereunder. During the years in which this Agreement is in effect, the City shall take such further actions as may be necessary to appropriate and maintain the moneys received from the Net Special Assessments and in such amounts and at such times as will be sufficient to enable the City to satisfy its obligations under this Agreement. The City has no obligation to use or apply to the payment of the Assigned Special Assessments any funds or revenues from any other source other than the moneys received by the City from the collection of the Net Special Assessments. Nothing herein, however, shall be deemed to prohibit the City from using, in its sole discretion, to the extent that it is authorized to do so, any other resources or from taking actions to fulfill any of the terms, conditions or obligations of this Agreement or from providing moneys for the payment of Bond Service Charges on the Series 2024A Bonds.

Section 4.2 Enforcement of Obligations of City and Issuer. The obligation of the City to provide to the Issuer and pay to the Trustee the Assigned Special Assessments is a continuing obligation pursuant to Ohio Revised Code Section 5705.44. All of the obligations of the Issuer and the City under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the City and the Issuer, respectively, within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus.

and the enforcement of such obligations by mandamus against the City or Issuer shall be the sole remedy available to the other parties hereto and/or any Holder with respect to any and all claims against the City or the Issuer hereunder.

(End of Article IV)

ARTICLE V

Additional Agreements and Covenants

Section 5.1. Right of Inspection. The Issuer, the District and the Trustee, and their respective agents, shall have the right during normal business hours to inspect the Series 2024A Project during the construction thereof upon reasonable advance notice to the Developer and with reasonable safety precautions.

Section 5.2 Indemnification.

(a) The Developer (the "Indemnifying Party") releases the Issuer, the District, the City, and the Trustee, and their respective officers, officials, directors, employees and agents, (each, an "Indemnified Party" and collectively, the "Indemnified Parties") from, and agrees that the Indemnified Parties shall not be liable for and indemnifies the Indemnified Parties against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and reasonable legal fees, imposed upon, incurred or asserted against an Indemnified Party on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipping and improvement of the Series 2024A Project, or any part thereof, and the maintenance, operation and use by the Indemnifying Party and its tenants, lessees, licensees and other users of the Series 2024A Project and any part thereof; (ii) any breach or default on the part of the Indemnifying Party in the performance of any covenant, obligation or agreement of the Indemnifying Party, or arising from any act or failure to act by the Indemnifying Party, under this Agreement, any other Operative Document, or any contract for the construction or provision of the Series 2024A Project to which the Indemnifying Party is a party; (iii) any representation or warranty made by the Indemnifying Party to any of the Indemnified Parties in this Agreement or the other Operative Documents to which it is a party proving to be false or misleading in any material respect when made or given; (iv) a breach of any warranty or covenant made by the Indemnifying Party (or its predecessors) to the City with respect to the title to the Series 2024A Project or the Project Site, to the extent the costs relating to the claim for breach are not paid for by a policy of title insurance; (v) the issuance, sale, redemption or servicing of the Series 2024A Bonds; (vi) any action taken or omitted to be taken by the Issuer, the District, the City or the Trustee pursuant to the terms of this Agreement or any other Operative Document at the request of the Indemnifying Party; and (vii) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v), or (vi) above; provided, that for the Indemnified Party seeking indemnification, such losses did not result solely from (x) its willful misconduct or gross negligence of such Indemnified Party or (y) its breach of any material representation, warranty or covenant made by it in this Agreement or in any of the Operative Documents to which it is a party.

(b) The Indemnifying Party agrees to indemnify and hold the Indemnified Parties harmless from and against all liabilities, and all reasonable costs and expenses, including out-of-pocket expenses and reasonable legal fees incurred by an Indemnified

Party as a result of the existence on, or release from, the Project Site, of Hazardous Substances or arising out of any claim for violation or failure to comply with Environmental Laws in connection with the Series 2024A Project.

(c) The Indemnifying Party agrees to indemnify and hold the Trustee harmless against its Ordinary Expenses and its Extraordinary Expenses; provided, that such fees and expenses did not result from the willful misconduct or gross negligence of the Trustee.

(d) In case any claim or demand is at any time made, or action or proceeding, whether legal or administrative, is brought, against or otherwise involving any Indemnified Party in respect of which indemnity may be sought hereunder, the Indemnified Party seeking indemnity promptly shall give notice of that action or proceeding to the Indemnifying Party, and the Indemnifying Party, upon receipt of that notice, shall have the obligation upon the request of the Indemnified Party to assume the defense of the action or proceeding, provided, that failure of the Indemnified Party to give that notice shall not relieve the Indemnifying Party from any of its obligations under this section unless, and only to the extent, that failure prejudices the defense of the action or proceeding by the Indemnifying Party.

(e) Nothing in this Agreement is meant to release, extinguish or otherwise alter or interfere with any rights which the Indemnified Parties may now or hereafter have against the Indemnifying Party or any other Person for any environmental liabilities as a result of the Indemnifying Party's former, present or future ownership, occupancy or use of or interest in, any real property included in or in the vicinity of the Series 2024A Project.

(f) The indemnification set forth in this Section 5.2 is intended to and shall include the indemnification of the Indemnified Party and each Indemnified Party's successors and permitted assigns. That indemnification is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement and repayment of the Series 2024A Bonds.

Section 5.3. Litigation Notice. Each of the Cooperative Parties shall give to the others prompt notice of any action, suit or proceeding, whether legal or administrative, by or against any of the Cooperative Parties at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which such Cooperative Party has notice, which, if adversely determined, would materially impair the right or ability of a Cooperative Party to carry out its obligations contemplated under the Operative Documents in connection with the Series 2024A Project.

Section 5.4. Developer to Maintain its Existence. The Developer agrees not to sell, transfer or otherwise dispose of all, or substantially all, of its assets, consolidate with or merge into any other entity, or permit one or more entities to consolidate with or merge into it; provided, however, that the foregoing notwithstanding, the Developer may, without the consent of the Issuer or any other Cooperative Party, consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell, transfer or otherwise dispose of all, or substantially all, of its assets and thereafter dissolve (if it shall so elect) if the Developer has delivered a written notice to the Issuer no later than 30 days prior to the date of any sale, disposal

transfer, merger or consolidation notifying the Issuer of the proposed transaction and providing a copy of an executed Assignment and Assumption of this Agreement by the appropriate entity agreeing to assume all the obligations and liabilities of Developer under this Agreement.

(End of Article V)

ARTICLE VI

Provisions Relating to Trustee

Section 6.1. Duties of Trustee. For purposes of performing its duties under this Agreement, the Trustee agrees to perform its duties in accordance with the terms and provisions this Agreement and the Indenture.

Section 6.2. Trustee's Liability. Neither the Trustee nor any of its officers, directors, employees, attorneys, designees or agents shall be liable to any of the other Cooperative Parties for any action taken or omitted to be taken by it unless resulting from gross negligence or willful misconduct. Except as expressly provided for in this Agreement, the Trustee shall not be responsible in any manner to any or all of the other Cooperative Parties for the effectiveness, enforceability, genuineness, validity, or the due execution of any of the Operative Documents or for any representation, warranty, document, certificate, report, opinion or statement herein or made or furnished under or in connection therewith, or be under any obligation to any or all of the other Cooperative Parties to ascertain or to inquire as to the performance or observance of any of the terms, covenants, or conditions of any of the Operative Documents or the part of any party thereto. Nothing in this Agreement is intended to derogate from or otherwise modify the duties or limits the rights of the Trustee with respect to the Series 2024A Bonds or under the Indenture when acting in its capacity as Trustee.

Section 6.3. Reliance by Trustee. The Trustee and its officers, directors, employees, attorneys, designees and agents shall be entitled to rely and shall be fully protected in relying upon any writing, resolution, notice, consent, certificate, affidavit, letter, statement, order or other document or conversation, believed by it or them to be genuine and correct and to have been signed, sent, or made by the proper person, and with respect to legal matters, upon an opinion of legal counsel selected by the Trustee, and with respect to accounting and financial matters, upon an independent accountant or financial expert selected by the Trustee. The Trustee shall not be obligated to risk its own funds or otherwise incur any financial liability in the performance of any of its obligations under this Agreement and the other Operative Documents or in the exercise of its powers, if in its reasonable judgment repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(End of Article VI)

ARTICLE VII

Events of Default and Remedies

Section 7.1. Events of Default. Each of the following shall be an Event of Default:

(a) The City shall fail to pay and deliver to the Trustee any Assigned Special Assessment when due hereunder and in accordance with this Agreement and such failure continues for five Business Days after written notice from the Trustee.

(b) A Cooperative Party shall fail to observe and perform any agreement, term or condition contained in this Agreement to be performed by it, and such failure continues for a period of 30 days after notice thereof shall have been given to the defaulting Cooperative Party by the Trustee or any of the non-defaulting Cooperative Parties, or for such longer period as the non-defaulting Cooperative Parties may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the defaulting Cooperative Party institutes curative action within the applicable period and diligently pursues that action to completion and provides a certification to such effect.

(c) The Developer shall: (i) (A) admit in writing its inability to pay its debts generally as they become due; (B) file a petition in bankruptcy or a petition to take advantage of any insolvency act, or (C) make an assignment for the benefit of creditors; or (D) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property; or (ii) file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof.

(d) Any representation or warranty made by a Cooperative Party in this Agreement shall have been false or misleading in any material respect when made or given.

(e) The Developer shall fail to pay when due any Special Assessment and such failure continues for five calendar days after written notice from the Trustee.

Except for any obligation to pay moneys when due hereunder, notwithstanding the foregoing, if, by reason of Force Majeure, any Cooperative Party is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (b) hereof, the defaulting Cooperative Party shall not be deemed in default during the continuance of such inability. However, the defaulting Cooperative Party shall promptly give notice to the others of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within the discretion of the affected Cooperative Party.

The declaration of an Event of Default under subsection (e), above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal

bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 7.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) (i) If the Developer is the defaulting party, the other Cooperative Parties may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the Developer pertaining to the Series 2024A Project, and (ii) if the City is the defaulting party, the other Cooperative Parties may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the City pertaining to the Special Assessments.

(b) Any non-defaulting Cooperative Parties may pursue all remedies now or hereafter existing under this Agreement or at law or in equity to enforce the terms of this Agreement and to collect all amounts then due and thereafter to become due and owed to them hereunder.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to it at no cost or expense to the Trustee.

Nothing in this Agreement shall limit or restrict the access that any Cooperative Party has to any rights, recourse and remedies available under any other Operative Document to which it is a party and following an event of default under any such Operative Document, the non-defaulting Cooperative Party shall have access to all rights, recourse and remedies against the defaulting Cooperative Party available to the non-defaulting Cooperative Party under such Operative Document. Notwithstanding the foregoing however, with respect to any and all claims arising out of the City's default under this Agreement or under any other Operative Document, the non-defaulting Cooperative Parties' and/or any Holder's sole remedy and recourse against the City shall be limited to seeking and obtaining a writ of mandamus to compel the City's performance of its obligations under this Agreement and/or under the applicable Operative Document.

Section 7.3. No Remedy Exclusive. Except as set forth hereinabove with respect to remedies against the City, no remedy conferred upon or reserved to a non-defaulting Cooperative Party by this Agreement or under any of the other Operative Documents is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a non-defaulting Cooperative Party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 7.4. Agreement to Pay Legal Fees and Expenses. If an Event of Default should occur and the Issuer, the City, the District or the Trustee should incur expenses, including without

limitation reasonable attorneys' fees and expenses, in connection with the enforcement of this Agreement against the Developer, the Developer shall reimburse the Issuer, the District, the City, or the Trustee, as the case may be, for the reasonable expenses so incurred within thirty (30) days following written demand therefor. If any such expenses are not so reimbursed, the amount thereof, together with interest thereon from the date of demand for payment at the Interest Rate for Advances, to the extent permitted by law, shall constitute indebtedness of the Developer and in any action brought to collect that indebtedness or to enforce this Agreement, the party to whom the indebtedness is owed shall be entitled to seek the recovery of these expenses in such action, except as limited by law or judicial order or decision entered in such proceedings.

Section 7.5. No Waiver No failure by a Cooperative Party to insist upon the strict performance by another Cooperative Party of any provision of this Agreement shall constitute a waiver of its right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure of such Cooperative Party to observe or comply with any provision hereof.

Section 7.6. Notice of Default Each Cooperative Party shall notify the other Cooperative Parties promptly if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VII)

ARTICLE VIII

Miscellaneous

Section 8.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the date hereof until no Series 2024A Bond shall remain Outstanding (except for the obligations imposed under Section 5.2, Section 7.2 and Section 7.4 hereof, which shall survive the expiration or termination of this Agreement). Upon termination of this Agreement, the Cooperative Parties will take such action as shall be required of them to release any liens on the Series 2024A Project.

Section 8.2. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to any Cooperative Party shall also be given to the other Cooperative Parties (other than the Trustee; provided, however, the Trustee shall only be required to provide notices and certificates to the other Cooperative Parties that are specifically required to be so delivered under the terms hereof). The Cooperative Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail or courier service, any notice required to be mailed or delivered by courier service by the provisions of this Agreement shall be given in such other manner as in the judgment of the Issuer shall most effectively approximate mailing thereof or delivery by courier service, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for delivery under this Section. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 8.3. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Cooperative Parties contained in this Agreement and the other Operative Documents shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of the Issuer, the District or the City or their respective Legislative Authorities in other than its official capacity, or of the Developer, and neither the members of any Legislative Authorities nor any official executing the Operative Documents or any Series 2024A Bond, nor any officer, official, employee or agent of the Developer, shall be liable personally on the Operative Documents or such Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer, the District, the City or the Developer contained in this Agreement or in the other Operative Documents.

Section 8.4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Cooperative Parties and their respective permitted

successors and assigns; provided that while any of the Series 2024A Bonds remains Outstanding, the interests in and obligations of any party to pay, pledge or assign any of the Pledged Revenues may not be assigned by such party (except to the extent contemplated in this Agreement). This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 8.5. Amendments and Supplements. Except as otherwise expressly provided in this Agreement or the other Operative Documents, (a) subsequent to the issuance of the Series 2024A Bonds and while the Series 2024A Bonds remain Outstanding, no provision of this Agreement or the other Operative Documents relating to the payment of the Assigned Special Assessments or other security for the Series 2024A Bonds may be effectively amended, changed, modified, altered or terminated, except in accordance with the Indenture; and (b) subsequent to the issuance of the Series 2024A Bonds and while the Series 2024A Bonds remain Outstanding, the Plan shall not be amended or modified in any manner that would reduce or diminish the amounts of the Net Special Assessments. In no event shall any amendment or modification to this Agreement be effective unless signed by all of the Cooperative Parties.

Section 8.6. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

Section 8.7. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.8. Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any Person other than the Cooperative Parties and the Holders of the Series 2024A Bonds any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Cooperative Parties and the Holders of the Series 2024A Bonds, as provided herein.

Section 8.9. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in a State court sitting in the County.

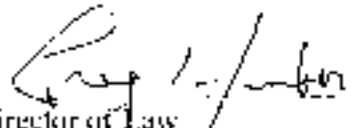
(End of Article VIII)

IN WITNESS WHEREOF, the Cooperative Parties have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

**DEVELOPMENT FINANCE AUTHORITY OF
SUMMIT COUNTY**

By: _____
Chris Burnham, President

Approved as to form and correctness:



Director of Law
City of Medina, Ohio

CITY OF MEDINA, OHIO

By: _____
Name: _____
Title: _____

**CITY OF MEDINA ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC. DBA
MEDINA COUNTY ENERGY
IMPROVEMENT DISTRICT**

By: _____
Name: _____
Title: _____

**LEGACY HOTEL OF MEDINA, LLC, an Ohio
limited liability company**

By: _____
Name: _____
Title: _____

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: _____
David Schlabaeh, Vice President

ISSUER'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Assistant Secretary and Fiscal Officer of the Issuer, hereby certifies that the moneys required to meet the obligations of the Issuer during the year 2024 under the foregoing Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the Issuer for such purposes and are in the treasury of the Issuer 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.

Assistant Secretary and Fiscal Officer
Development Finance Authority of Summit County

Dated: _____, 2024

CITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City, hereby certifies that no moneys are required to meet the obligations of the City during the year 2024 under the foregoing Cooperative Agreement. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance
City of Medina, Ohio

Dated: , 2024

EXHIBIT A

Required Amounts

EXHIBIT B
Petition and Plan

SPECIAL ASSESSMENT AGREEMENT

(ORC Sections 5721.33 and 9.482)

by and among

COUNTY TREASURER OF MEDINA COUNTY, OHIO
("Treasurer").

And

CITY OF MEDINA, OHIO
("City").

And

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC. DBA MEDINA
COUNTY ENERGY IMPROVEMENT DISTRICT
("District").

And

LEGACY HOTEL OF MEDINA, LLC
("Owner"),

And

DEVELOPMENT FINANCE AUTHORITY OF SUMMIT COUNTY
("DFA")

Dated as of {Closing Date}

SPECIAL ASSESSMENT AGREEMENT

THIS SPECIAL ASSESSMENT AGREEMENT (this "Agreement") is made effective as of [Closing Date], by and among the County Treasurer of Medina County, Ohio (the "Treasurer"), the City of Medina, Ohio (the "City"), the City of Medina Energy Special Improvement District, Inc. dba Medina County Energy Improvement District ("District"), Legacy Hotel of Medina, LLC (the "Owner"), and the Development Finance Authority of Summit County (together with its permitted successors and assigns, the "DFA") (the Treasurer, the District, the City, the Owner, and the DFA are collectively referred to herein as the "Parties").

BACKGROUND:

WHEREAS, the District was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to Ordinance of the City of Medina, Ohio (the "Council"); and

WHEREAS, the District is an energy special improvement district and nonprofit corporation duly organized and validly existing under the laws of the State of Ohio to further the public purpose of implementing special energy improvement projects pursuant to the authority in Ohio Revised Code Chapter 1710 and Article VIII, Section 20 of the Ohio Constitution; and

WHEREAS, the Council of the City approved the Medina Energy Special Improvement District Project Plan (the "Original Plan"), as a plan for public improvements or public services for the District under Ohio Revised Code Section 1710.02(F); and

WHEREAS, the Owner has determined that it is in its best interests to cause the acquisition, installation, equipping, and improvement of special energy efficiency improvements and related improvements (collectively, the "Project") on certain real property located within Medina County, Ohio (the "County") and the City, and as more fully described in Exhibit A to this Agreement (the "Assessed Lands"); and

WHEREAS, the costs of the Project are being funded in part through an advance in the amount of \$[Principal Amount] (the "Project Advance") to the Owner pursuant to a Cooperative Agreement dated as of, ____ E. 2024 (the "Cooperative Agreement") among the District, the DFA, the Owner, the City and U.S. Bank Trust Company, National Association, as Trustee, as amended or supplemented from time to time; and

WHEREAS, to secure the repayment of the principal of, and the payment of any premium, fees, and unpaid interest on, the Project Advance used to finance the Project (the "Project Costs"), (i) the Owner signed and delivered to the Clerk of the Council a Petition for Special Assessments for Special Energy Improvement Projects and Affidavit (the "Petition") for the acquisition, installation, equipping, and improvement of the Project and evidencing Owner's agreement to the levy and collection of special assessments by the City (the "Special Assessments") on the Assessed Lands, which are located within the District, in amounts sufficient to pay the Project Costs, and (ii) the City (a) has taken all the necessary actions required by Ohio Revised Code Chapter 727, including, without limitation, the passage of the assessing resolution or ordinance pursuant to the

requirements of Ohio Revised Code Section 727.25, for the levying of the Special Assessments and has caused or will cause the Special Assessments to be certified to the County Auditor of Medina County, Ohio (the "County Auditor") for collection by the Treasurer in semi-annual installments, and (h) hereby has agreed to transfer to the DFA the payments of Special Assessments received to pay the Project Costs.

WHEREAS, the Owner agrees that its delivery of the Petition and the requests and agreements made in the Petition are irrevocable and that the Parties have acted and will act in reliance on the agreements contained in the Petition; and

WHEREAS, pursuant to the Petition, the Special Assessments have been levied against the Assessed Lands as described in the Petition and pursuant to this Agreement the Owner is willing to agree to make Special Assessment payments in accordance with the Petition; and

WHEREAS, Ohio Revised Code Chapters 323 and 5721 set forth certain parameters and timing requirements for the foreclosure of property on which taxes and assessments, including the Special Assessments, are due and owing and remain unpaid; and

WHEREAS, upon the occurrence of an Event of Default pursuant to the Cooperative Agreement, it may be necessary for the District to foreclose on the lien of the Special Assessments with respect to the Assessed Lands as set forth in Section 2 of this Agreement; and

WHEREAS, in consideration of the Project Advance, the Owner is willing to consent to an expedited foreclosure process with respect to the lien of the Special Assessments, the form of the consent being attached hereto as Exhibit B (the "Owner Consent") and the Owner Consent with respect to the foreclosure of the Special Assessments as soon as possible (as referenced in Section 2 hereof) shall be a covenant running with Assessed Lands and binding upon the Owner and upon future owners of the Assessed Lands until the Project Costs are paid in full; and

WHEREAS, based on the Owner Consent and other considerations, including, without limitation, the right to be indemnified pursuant to this Agreement, at the request of the District and, upon the occurrence of an Event of Default described under Section 7.1 of the Cooperative Agreement, the Treasurer has agreed to foreclose the lien of the Special Assessments as soon as possible as described herein upon an occurrence of an Event of Default under the Cooperative Agreement; and

WHEREAS, if any assessments, including, without limitation, the Special Assessments, payments in lieu of taxes, real property taxes, or other governmental charges levied on the Assessed Lands are not paid when due and thereafter remain delinquent, the Treasurer, pursuant to Ohio Revised Code Sections 5721.30 through 5721.41 (the "Delinquent Tax Lien Sale Act"), specifically Ohio Revised Code Section 5721.33, may, in his discretion, but is not required to, negotiate with one or more persons the sale of any number of tax certificates ("Tax Certificates") which evidence the liens (the "Tax Liens") of the State of Ohio (the "State") and its applicable taxing districts for such delinquent assessments, including Special Assessments, real property

taxes, payments in lieu of taxes, governmental charges, or penalties and interest on such Assessed Lands; and

WHEREAS, pursuant to the Delinquent Tax Lien Sale Act, the Treasurer, in its discretion, may sell such Tax Certificates at a discount from the full amount of the general real estate taxes, assessments, including the Special Assessments, penalties, and interest that have become delinquent; and

WHEREAS, if the Treasurer were to sell such Tax Certificates at a discount (other than in accordance with the provisions of this Agreement), the proceeds of such sale representing the delinquent Special Assessments might be insufficient to pay the Project Costs; and

WHEREAS, the Treasurer does not desire to take any action with respect to the collection of the Special Assessments that might adversely affect the repayment of the Project Advance without the consent of the District or adversely affect the payment of the Project Costs without the consent of the District; and

WHEREAS, the Treasurer has agreed to remit to the District, in the event of a default under the Cooperative Agreement, as set forth in this Agreement, amounts collected by the Treasurer and relating to the Special Assessments, including without limitation amounts collected by the Treasurer as a result of foreclosure of the lien of the Special Assessments on the Assessed Lands and including amounts received from a sale of Tax Certificates pursuant to the Delinquent Tax Lien Sale Act;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and desiring to be legally bound hereunder, the Parties hereto covenant and agree as follows:

Section I. Special Assessments

1.1 The Owner, prior to the execution and delivery of this Agreement, signed and delivered to the Clerk of the Council the Petition for the acquisition, installation, equipping, and improvement of the Project and evidencing the agreement of the Owner to the levy of the Special Assessments as security for the Project Advance. The Owner agrees that its delivery of the Petition and the requests and agreements made therein are irrevocable and that the Parties hereto have acted and will act in reliance on the agreements contained in that Petition. The City shall take all necessary actions required by Ohio Revised Code Chapter 727 to levy and collect the Special Assessments on the Assessed Lands. On May 28, 2024 the Council passed Ordinance No. 106-24 pursuant to the requirements of Ohio Revised Code Section 727.25 for the levying of the Special Assessments (the "Assessing Ordinance"). The Clerk of the Council certified (or caused to be certified) the Assessing Ordinance to the County Auditor as set forth in the Petition.

1.2 The City shall cause the Special Assessments, as set forth in the Assessment Schedule attached to the Petition, to be certified to the County Auditor on or before the last date for the certification of special assessments to the County Auditor of each year during which the Special Assessments are to be levied pursuant to the Assessment Schedule. The Parties acknowledge that pursuant to such certification, the Special Assessments are expected to be collected and paid to the City pursuant to Ohio Revised Code Chapters 319, 321, 323, and 727.

1.3 In the event the Project Advance is prepaid or redeemed in accordance with the Cooperative Agreement, in whole or in part, the Parties shall, in cooperation with the Owner, and to the extent permitted by law, cause the aggregate lien of the Special Assessments to be no greater than the remaining principal of and interest and premium, if any, on the Project Advance through maturity.

1.4 To the extent that the Owner prepay any of the required payments to the DFA pursuant to the Cooperative Agreement, then the amounts of the Special Assessments shall be reduced in accordance with the appropriate Assessment Schedule attached to the Petition.

1.5 To facilitate the repayment of the Project Advance, the City, pursuant to Section 4.1 of the Cooperative Agreement, assigned to the DFA all of its right, title, and interest in and to the Special Assessments, the funds of the City established to collect and hold the Special Assessments, and any other property received or to be received from the City under the Cooperative Agreement. The Treasurer, the City, the District, the Owner, and the DFA each hereby acknowledges, agrees with, and consents to those assignments.

1.6 Notwithstanding anything in this Agreement to the contrary, the Treasurer's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The Treasurer's obligations shall be limited to the moneys levied, collected, and received in respect of the Special Assessments and any County-imposed collection fees, charges, or penalties. The Treasurer's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the County.

1.7 Notwithstanding anything in this Agreement to the contrary, the City's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The City's obligation under this Agreement shall be limited to any moneys received from the County in respect of the Special Assessments and any County-imposed collection fees, charges, or penalties. The City's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City.

Section 2. Foreclosing Process.

2.1 The Treasurer, the City, the DFA, and the Owner each acknowledge that the Special Assessments are to secure payments relating to the Project Advance, including the Project Costs and other amounts as provided under the Cooperative Agreement. The Treasurer agrees that so long as the Project Advance is outstanding and the Project Costs and other amounts under the Cooperative Agreement are secured, at least in part, by the revenues derived from the Special

Assessments, the Treasurer will, upon receipt of written notice from the DFA or the District (with a copy to the other of the DFA or the District, and to the Owner and the City) that an Event of Default (solely as described under Section 7.1(a) of the Cooperative Agreement) has occurred and is continuing and which notice requests the Treasurer to foreclose on the lien of the Special Assessments, file and diligently prosecute a foreclosure action against the Assessed Lands following the procedures for lien foreclosures established in Ohio Revised Code Section 323.25 and related sections, but not earlier than the sixtieth day following receipt by the Treasurer of the delinquent land list certifying that the Special Assessments are delinquent. The foreclosure action shall be to collect all Special Assessments then due and owing on the Assessed Lands in accordance with the Petition. Without the prior written consent of the District and the DFA, the Treasurer will not confirm the sale of the Assessed Lands for an amount less than 100% of the amount of the Special Assessments and other general real estate taxes, payments in lieu of taxes, and assessments then due and owing with respect to the Assessed Lands, as shall be certified by the District to the Treasurer pursuant to the records of the Treasurer, except and unless the Assessed Lands become forfeited land subject to Ohio Revised Code Chapter 5723. All fees and expenses of the Treasurer in collecting the Special Assessments are to be included and paid for by the Owner. All fees and expenses of the Treasurer in collecting the Special Assessments, including other general real estate taxes, payments in lieu of taxes, and assessments then due and owing are to be included and paid for by the Owner prior to any such amounts being paid to the City and to other affected taxing jurisdictions and special districts. The City, DFA, and Owner understand and agree that the failure of the Treasurer to obtain any consent under Section 2.1 shall not create a cause for action against the Treasurer, the Medina County Board of County Commissioners, or Medina County, nor shall it subject the Treasurer, the Medina County Board of County Commissioners, or Medina County to liability for any difference between the foreclosure price and the amount of the delinquent Special Assessments. Further, nothing in this Agreement shall be construed to limit any immunity to which the Treasurer may be entitled pursuant to Chapter 2744 of the Ohio Revised Code.

2.2 The Treasurer hereby acknowledges that the City has assigned all of its right, title, and interest in and to the Special Assessments to the DFA, and that the District has assigned all of its right, title, and interest it may have in and to the Special Assessments to the DFA, and the Treasurer hereby agrees that so long as the Project Advance is outstanding and the Project Costs and other amounts under the Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, the Treasurer will not sell or negotiate the sale of one or more Tax Certificates related to the Assessed Lands for an amount less than 100% of the amount levied and certified for collection without the prior written consent of the District and the DFA.

2.3 The Treasurer hereby covenants and agrees that if any of the general real estate taxes, payments in lieu of taxes, assessments, including the Special Assessments, governmental charges, or penalties and interest on the Assessed Lands are delinquent and the Delinquent Tax Lien Sale Act would permit the Treasurer to negotiate the sale of Tax Certificates with respect thereto, the Treasurer will, prior to giving any notice under the Delinquent Tax Lien Sale Act of a sale of Tax Certificates with respect to the Assessed Lands, give written notice to the

District and the DFA regarding the same and state therein whether the Treasurer reasonably anticipates receiving no less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, originally levied and certified for collection plus other charges, including attorney's fees, or whether the Treasurer reasonably expects to receive less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, levied and certified for collection plus other charges, including attorney's fees, and in accordance with this Agreement is requesting the consent of the District and the DFA for such a sale.

2.4 The Treasurer agrees, on behalf of the County, not to utilize the authority contained in Ohio Revised Code Chapter 5722 to transfer any of the Assessed Lands to the county land reutilization corporation, to sell or convey any of the Assessed Lands to any political subdivision under the authority contained in Ohio Revised Code Chapter 5722, or to clear the liens and encumbrances applicable to the Assessed Lands under the authority contained in Ohio Revised Code Chapter 5722 without the express written consent of the District and the DFA.

2.5 Nothing in this Agreement shall, or shall be construed to, prevent the Treasurer from selling one or more Tax Certificates with respect to the Assessed Lands to a third party without the consent of the District if the price received for the Tax Certificate or Tax Certificates equals or exceeds 100% of the delinquent general real estate taxes, assessments, including the Special Assessments, penalties and interest on the Assessed Lands outstanding against the Assessed Lands at the time of such sale.

2.6 The District and the DFA each hereby agrees that upon written notice from the Treasurer pursuant to Section 2.1 of this Agreement, it, within 30 days of receipt of the Treasurer's notice, shall give a written response to the Treasurer indicating therein whether it consents to the request for sale of a Tax Certificate or Tax Certificates.

2.7 Delay or failure of the District or the DFA to give a written response within 30 days of receipt of such notice shall be construed to be a consent to such request or to be a waiver of the right to give such consent. No consent or refusal thereof by the District or the DFA in response to a request by the Treasurer shall extend to or affect any subsequent request of the Treasurer or shall impair the rights of the District or the DFA with respect to any such subsequent request.

2.8 So long as the Project Costs are outstanding, the Treasurer hereby covenants and agrees (a) to remit to the DFA, as appropriate and as provided for herein, not more than 30 days from the date of collection by the Treasurer, any amounts collected with respect to the Assessed Lands as payment for delinquent Special Assessments, including any amounts collected from Tax Certificates; and (b) to the extent the Treasurer seeks and is appointed as receiver for the Assessed Lands, as provided for in Chapter 523 of the Revised Code, after payment of reasonable fees and expenses of the Treasurer, all amounts collected by the Treasurer, as receiver for the Assessed Lands and collected as a result of any delinquent Special Assessments, shall be remitted to the DFA.

Section 3. Indemnification by Owner

3.1 The Owner hereby releases the District, the City, the Treasurer, the DFA, and their respective officers, directors, and employees (the "Indemnified Parties"), from, agrees that the Indemnified Parties shall not be liable for, and indemnifies the Indemnified Parties against, all liabilities, claims, costs, and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred, or asserted against Indemnified Parties, on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, installation, equipping, improvement, maintenance, operation, and use of the Project; (ii) any breach or default on the part of the Owner in the performance of any covenant, obligation, or agreement of the Owner under the Cooperative Agreement, or arising from any act or failure to act by the Owner, or any of the Owner's agents, contractors, servants, employees, or licensees; (iii) the Owner's failure to comply with any requirement of this Agreement; (iv) the efforts of the City and the Treasurer to collect Special Assessments; (v) any legal costs or out-of-pocket costs incurred by the District specifically related to additional approvals or actions that may be required by the District arising after the date of the Cooperative Agreement (and in the case of such legal costs or out-of-pocket costs, agrees to pay such costs directly to the District); and (vi) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), or (v) above, provided, however that the Owner shall not indemnify the Indemnified Parties as provided above to the extent that any liability, claim, cost, or expenses arises out of or results from the gross negligence, willful misconduct, or breach of this Agreement or the Cooperative Agreement of the Indemnified Parties.

3.2 The Owner agrees to indemnify, to pay, and to hold each of the Indemnified Parties harmless from and against all liabilities, and all reasonable costs and expenses, including out-of-pocket expenses and attorneys' fees, arising out of any federal, state, or local environmental laws, regulations, resolutions or ordinances, incurred by any of the Indemnified Parties as a result of the existence on, or release from the Assessed Lands of Hazardous Materials, which in any way result from any act of omission or commission of the Owner or any of its agents, employees, independent contractors, invitees, licensees, successors, assignees, or tenants.

Section 4. Additional Agreements and Covenants.

4.1 The agreements of the Parties hereafter with respect to the foreclosure process shall be a covenant running with the Assessed Lands and, so long as Project Costs are payable from, or secured, at least in part, by the revenues derived from the Special Assessments, such covenant shall be binding upon the Assessed Lands (except as released as provided in the Owner Consent), the Owner and any future owner of all or any portion of the Assessed Lands. The Owner Consent, and all other required documents and agreements, shall be recorded with the Medina County, Ohio Recorder's Office, so that the agreements of the Parties hereafter with respect to the foreclosure process established pursuant to this Agreement is a covenant running with and is enforceable against the Assessed Lands.

4.2 The DFA and the District hereby agree that any future legal cause of action to enforce this Agreement against the Treasurer shall be solely limited to specific performance of

this Agreement as the sole remedy, and the DFA and the District agree to provide the Treasurer with 60 days advanced written notice delivered by certified mail prior to bringing an action for specific performance.

4.3 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4.4 This Agreement shall inure to the benefit of each of the Parties, and each of their successors and assigns, all subject to the provisions of this Agreement. This Agreement may be amended only by a written instrument of the Parties, and any attempt to amend or modify this Agreement without a written instrument signed by all of the Parties to this Agreement shall be null and void. Notices given hereunder shall be in writing and shall be effective when actually received if delivered by hand or overnight courier, or three days after being sent by registered or certified mail, postage prepaid, the certification receipt therefore being deemed the date of such notice, and addressed to the Parties as follows:

If to City:	City of Medina, Ohio 133 N. Elmwood Avenue Medina, Ohio 44256 Attention: City Manager
If to Treasurer:	County Treasurer Medina County, Ohio 144 N. Broadway Street Medina, Ohio 44256
If to the District:	Medina County Energy Improvement District _____ _____ Attention: _____
If to the Owner:	Legacy Hotel of Medina, LLC _____ _____ Attention: _____
If to the DFA:	Development Finance Authority of Summit County One Cascade Plaza, Suite 1700 Akron, Ohio 44308 Attention: President

4.5 (a) The DFA shall have the unrestricted right at any time or from time to time, and without the Treasurer, the City, the District, or the Owner's consent, to assign all or any portion of its rights and obligations under this Agreement and may sell or assign any and all liens received directly or indirectly from the City to any person (each, an "DFA Assignee"), and the Owner agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection with this Agreement as the DFA shall deem necessary to effect the foregoing. Any DFA Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the DFA under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to the extent that such rights and obligations have been assigned by the DFA pursuant to the assignment documentation between the DFA and such Assignee, and the DFA shall be released from its obligations under this Agreement and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement to a corresponding extent.

(b) The DFA shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Treasurer, the City, the District, or the Owner, to grant to one or more persons (each, a "Participant") participating interests in the DFA's obligation to make Project Advances under the Cooperative Agreement or any or all of the loans held by DFA under the Cooperative Agreement. In the event of any such grant by the DFA of a participating interest to a Participant, whether or not upon notice to the Treasurer, the City, the District, and the Owner, the DFA shall remain responsible for the performance of its obligations under the Cooperative Agreement and the Owner shall continue to deal solely and directly with the DFA in connection with the DFA's rights and obligations under the Cooperative Agreement.

(c) The DFA may furnish any information concerning the Owner in its possession from time to time to prospective DFA Assignees and Participants.

4.6 This Agreement shall be construed in accordance with the laws of the State of Ohio.

4.7 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(Signature Pages Immediately Follow)

IN WITNESS WHEREOF, each party to this Agreement has caused this Agreement to be executed in its respective name and capacity by its respective duly authorized officers, all as of the day and the year first written above.

"TREASURER"
COUNTY TREASURER OF MEDINA
COUNTY, OHIO

Treasurer
County of Medina, Ohio

Approved as to form and correctness.

Kreg. L. Huber
City Attorney

"CITY"

CITY OF MEDINA, OHIO

By Dennis Harwell

Name Dennis Harwell

Title Mayor

"DISTRICT"

CITY OF MEDINA ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC. DBA MEDINA
COUNTY ENERGY IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

"OWNER"

LEGACY HOTEL OF MEDINA, LLC

By: _____

Name: _____

Title: _____

"DFA"

DEVELOPMENT FINANCE AUTHORITY OF
SUMMIT COUNTY

By: _____
Chris Burnham, President

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Medina, Ohio, hereby certifies that the City will establish a special assessment fund or account, into which the Special Assessments (as that term is defined in the foregoing Agreement) received by the City shall be deposited, free from any previous encumbrances. The City shall use the moneys deposited in such special assessment fund to meet its obligations under the foregoing Agreement. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44

Dated: _____, 2024

Director of Finance
City of Medina, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Development Finance Authority of Summit County hereby certifies that the moneys required to meet the obligations of the Port Authority during the fiscal year 2024 under the foregoing Special Assessment Agreement have been lawfully appropriated by the Board of Directors of the Port Authority for such purposes and are in the treasury of the Port Authority 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 of the Ohio Revised Code.

Dated: __, __, 2024

Fiscal Officer
Development Finance Authority of Summit
County

EXHIBIT A

DESCRIPTION OF ASSESSED LANDS

The Assessed Lands subject to this Special Assessment Agreement and owned by Legacy Hotel of Medina, LLC are the portion of the real property described in the following legal description that, as of the date hereof, is assigned tax parcel identification number _____ in the records of the Medina County, Ohio Auditor's Office and is more specifically described as follows:

EXHIBIT B

OWNER CONSENT

(Affidavit of Facts Relating to Title Made Pursuant to O.R.C. §§301.252)

The undersigned, _____, having been duly cautioned and sworn, deposes and states as follows:

The undersigned is the _____ of Legacy Hotel of Medina, LLC, an Ohio limited liability company (the "Owner").

This Owner Consent, dated as of _____, 2024, is given by the Owner pursuant to the Special Assessment Agreement dated as of _____, 2024 (the "Agreement") by and among the County Treasurer of Medina County, Ohio (the "Treasurer"), the City of Medina, Ohio (the "City"), the City of Medina Energy Special Improvement District, Inc. dba Medina County Energy Improvement District (the "District"), the Development Finance Authority of Summit County (together with its permitted successors and assigns under the Agreement, the "Investor") and the Owner. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The Agreement provides for an expedited foreclosure process with respect to certain Special Assessments which have been levied on the Assessed Lands by the City in order to pay the costs of special energy improvement projects under Ohio Revised Code Chapter 1710. The Assessed Lands are described in Exhibit 1 to this Owner Consent, and the Special Assessments are disclosed on Exhibit 2 to this consent.

The Agreement further provides that if an event of default occurs and is continuing with respect to a required semi-annual payment of Special Assessments or an "Event of Default" (as that term is defined in the Cooperative Agreement, as appropriate) under the Cooperative Agreement occurs and is continuing, the Treasurer will pursue an expedited foreclosure of the lien of the Special Assessments, all as provided in the Agreement. In consideration of the Project Advance to finance the Project, the Owner hereby consents to the expedited foreclosure process with respect to the lien of the Special Assessments then due and owing with respect to the Assessed Lands, as provided in the Agreement.

The Owner is the owner of the Assessed Lands. The Owner covenants and agrees that so long as the Project Advance remains outstanding, except as the covenant may be released by the District, the City, and the DFA, as applicable, in writing, the expedited foreclosure process established pursuant to the Agreement shall be a covenant on and running with, and shall be binding upon, the Assessed Lands, the Owner and all future owners of the Assessed Lands. Any release, modification or waiver of the covenant running with the land by the District, the City, or the DFA, as applicable, shall be filed of record with the Medina County, Ohio Recorder's Office. The Owner agrees that this Owner Consent shall be recorded with the Medina County, Ohio Recorder's Office and the Owner covenants and agrees to record such documents and to take such reasonable steps as are necessary, so that the expedited foreclosure process with respect to the lien

of the Special Assessments is a covenant on and running with the Assessed Lands and is binding on the Owner and any and all future owners of all or any portion of the Assessed Lands.

The Special Assessments have been levied by the City and certified to the County Auditor for placement on the tax list and duplicate and collection with and in the same manner as real property taxes as special assessments binding against the Assessed Lands in each of the years disclosed in the schedule of Special Assessments attached to this Owner Consent as Exhibit 2. Unless earlier paid by the Owner or any successor in interest of the Owner to the Assessed Lands, the Special Assessments shall be levied, billed, due and payable, and collected in each of the years in each of the amounts disclosed on Exhibit 2.

Any thing in this Owner Consent to the contrary notwithstanding, this Owner Consent shall in no way be construed as a waiver by the Owner of its statutory right of redemption, including the full applicable redemption period.

(Signature Page Immediately Follows)

Further affiant sayeth naught

“OWNER”

Legacy Hotel of Medina, LLC

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF)

The foregoing was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of Legacy Hotel of Medina, LLC, an Ohio limited liability company, on behalf of such company, who acknowledged that such officer did sign the foregoing instrument in the capacity indicated and that the same is such officer's free act and deed individually and in such capacity.

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Notary Public

This instrument was prepared by:

Justin P. Markey, Esq.
Roetzel & Andress, A Legal Professional Association
222 South Main Street
Akron, Ohio 44308
330-376-2700

EXHIBIT 1

DESCRIPTION OF ASSESSED LANDS

The Assessed Lands subject to this Special Assessment Agreement and owned by Legacy Hotel of Medina, LLC are the portion of the real property described in the following legal description that, as of the date hereof, is assigned tax parcel identification number _____ in the records of the Medina County, Ohio Auditor's Office and is more specifically described as follows:

EXHIBIT 2

SCHEDULE OF SPECIAL ASSESSMENTS

Special Assessment Date*	Total Semi-Annual Special Assessment Amount**
January 31, 2026	\$
July 31, 2026	
January 31, 2027	
July 31, 2027	
January 31, 2028	
July 31, 2028	
January 31, 2029	
July 31, 2029	
January 31, 2030	
July 31, 2030	
January 31, 2031	
July 31, 2031	
January 31, 2032	
July 31, 2032	
January 31, 2033	
July 31, 2033	
January 31, 2034	
July 31, 2034	
January 31, 2035	
July 31, 2035	
January 31, 2036	
July 31, 2036	
January 31, 2037	
July 31, 2037	
January 31, 2038	
July 31, 2038	
January 31, 2039	
July 31, 2039	
January 31, 2040	
July 31, 2040	
January 31, 2041	
July 31, 2041	
January 31, 2042	
July 31, 2042	
January 31, 2043	

____ July 31, 2043 ____ |

* Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates identified in this Exhibit B are subject to adjustment by the Medina County Auditor under certain conditions.

** Pursuant to Ohio Revised Code Section 727.36, the Medina County Auditor may charge and collect a fee in addition to the amounts listed in this Exhibit B.