

COOPERATIVE AGREEMENT

by and among

COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY

and

CITY OF COLUMBUS, OHIO

and

LONG STREET ASSOCIATES, A REGISTERED LIMITED LIABILITY PARTNERSHIP,  
as Developer

and

BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD, PERRY TOWNSHIP, WHITEHALL, WORTHINGTON  
REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:  
COLUMBUS REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.,

and

THE HUNTINGTON NATIONAL BANK,  
as Trustee

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[\$3,080,000]

Columbus-Franklin County Finance Authority  
Taxable Development Revenue Bonds  
(Central Ohio Regional Bond Fund)  
Series 2018C  
(Long and Front PACE Project)

Dated as of

[DATE], 2018

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## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this “Agreement”) is made and entered into as [DATE], 2018, by and among the COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the “Authority”), the CITY OF COLUMBUS, OHIO, a municipal corporation and political subdivision duly organized and validly existing under the laws of the State and its Charter (the “City”), LONG STREET ASSOCIATES, A REGISTERED LIMITED LIABILITY PARTNERSHIP, an Ohio limited liability partnership organized and validly existing under the laws of the State of Ohio, (the “Developer”), BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD, PERRY TOWNSHIP, WHITEHALL, WORTHINGTON REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., doing business under the registered trade name COLUMBUS REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., an energy special improvement district and nonprofit corporation organized and validly existing under the laws of the State of Ohio (the “ESID”), and THE HUNTINGTON NATIONAL BANK, a national banking association duly organized and validly existing under the laws of the United States of America and authorized to exercise trust powers under the laws of the State as Trustee, as trustee (the “Trustee”), under the circumstances summarized in the following recitals (the capitalized terms used and not defined in the recitals have the meanings given to them in Article I of this Agreement):

A. The Developer is the owner of certain a parcel of real property more fully described in **Exhibit A** attached to and made a part of this Agreement (the “Property”).

B. The ESID was created under Ohio Revised Code Chapters 1702 and 1710 as an energy special improvement district and nonprofit corporation created to further the public purposes of implementing “special energy improvement projects” within its territory under the authority in Ohio Revised Code Chapter 1710 and Article VIII, Section 2o of the Ohio Constitution.

C. The Developer intends to acquire, construct, install, equip, and improve certain special energy improvement projects and port authority facilities more particularly described in **Exhibit B** to this Agreement (the “Project”) at the Property.

D. The Developer intends to pay a portion of the costs of the Project by paying special assessments under Ohio Revised Code Chapter 1710.

E. In order to add the Property to the territory of the ESID and to cause the special assessments to pay a portion of the costs of the Project to be levied, the ESID, the City, and the Developer, cooperated to submit to the City a “Petition for Special Assessments for Special Energy Improvement Projects and Affidavit” (the “Petition”) on [DATE], 2018.

F. On [DATE], 2018, by its Ordinance [\_\_\_\_]-18, the City approved the Petition and levied the special assessments described in the Petition (the “Special Assessments”) on the Property in order to pay a portion of the costs of the Project.

G. The Authority, the City, the Developer, and the ESID each have determined that the most efficient and effective way to implement the financing, acquisition, construction,



equipment, improvement, and installation of the Project and to further the public purposes set forth above is through this Agreement with (i) the Authority issuing its Series 2018C Bonds in order to make a portion of the proceeds of the Series 2018C Bonds available to pay a portion of the costs of the Project, (ii) the Authority making a portion of the proceeds of the Series 2018C Bonds available to finance the costs of the special energy improvement projects described in the Petition, (iii) the Developer acquiring, constructing, installing, equipping, and improving the Project, (iv) the Developer agreeing to pay special assessments in the maximum amount of the Special Assessments in an aggregate amount that will provide revenues sufficient to pay the Financing Payments.

H. The Authority, the Developer, the City, the ESID, and the Trustee each have full right and lawful authority to enter into this Agreement and to perform and observe its provisions on each party's respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements contained in this Agreement, the Authority, the City, the Developer, the ESID, and the Trustee agree as follows (provided that any obligation of an Authority created by or arising out of this Agreement shall never constitute a general debt of the Authority or give rise to any pecuniary liability of the Authority but shall be payable solely out of the Pledged Revenues available to the Authority; and provided further that any obligation of the City to make Financing Payments or other payments under this Agreement 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).

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## 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 the Indenture or another document, the words and terms defined in Section 1.2 of this Agreement shall have the meanings given to them in Section 1.2. The definitions in Section 1.2 shall be equally applicable to both the singular and plural forms of any of the words and terms defined.

Section 1.2. Definitions. As used in this Agreement:

“Act” means Sections 4582.01 through 4582.20, Ohio Revised Code, inclusive, as duly enacted and amended from time to time.

“Administrative Amounts” means that portion of the Financing Payments representing fees and reasonable expenses of the Trustee, the Authority, and the ESID and including the Authority Fees, the ESID Fees, the Trustee Fees, and any amounts (other than the Bond Service Charges) required to be paid under this Agreement, including, but not limited to attorneys’ fees, amounts expended by the Authority, the City, or the Trustee in pursuing remedies, and the levy, collection, and transfer of the Assigned Special Assessments and expenses incurred to comply with continuing disclosure obligations.

“Affiliate” means, with respect to a specified Person, any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person (“control” meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise).

“Agreement” means this Cooperative Agreement as duly amended or supplemented from time to time.

“Assigned Special Assessments” means the Special Assessments actually received by the City, which amounts are assigned and agreed to be paid and transferred by the City to the Trustee in accordance with Section 2.4 and Article IV of this Agreement, and which, in turn, are assigned by the Authority to the Trustee pursuant to the Indenture.

“Authority” or “Issuer” means the Columbus-Franklin County Finance Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Authority Fees” means a semi-annual administrative fee of the Authority equal to an annual rate of 0.5% of the outstanding principal amount on each date an installment of the Special Assessments becomes due during which the Series 2018C Bonds are outstanding to be paid out of the Financing Payments as shown on Exhibit C to and incorporated into this Agreement.



“Authorized City Representative” means the Mayor, the Director of the Department of Development, or the City Auditor of the City or the person at the time designated to act on behalf of the City by written certificate furnished to the Authority and the Trustee containing the specimen signature of that person and signed on behalf of the City by its Mayor, Director of the Department of Development, or the City Auditor. That certificate may designate an alternate or alternates. In the event that the Mayor, the Director of the Department of Development, the City Auditor, and all persons so designated become unavailable or unable to act and the City fails to designate a replacement within ten days after such unavailability or inability to act the Authority may appoint an interim Authorized City Representative until such time as the City designates that person.

“Authorized Developer Representative” means the person at the time designated to act on behalf of the Developer by written certificate furnished to the Authority and the Trustee containing the specimen signature of that person and signed on behalf of the Developer. That certificate may designate an alternate or alternates. In the event that all persons so designated become unavailable or unable to act and the Developer fails to designate a replacement within ten days after such unavailability or inability to act, the Trustee may appoint an interim Authorized Developer Representative until such time as the Developer designates that person.

“Authorized Official” means the President of the Authority or Chair or Vice Chair of the Legislative Authority, or any person designated in written certificate furnished to the Trustee by the President, Chair or Vice Chair to act in that capacity. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Official.

“Basic Indenture” means the Amended and Restated Trust Indenture dated as of December 1, 2007, as amended by the Fourth Supplemental Indenture dated as of April 1, 2015 and by the Twenty-Fourth Supplemental Indenture dated as of February 1, 2018, all by and between the Authority and the Trustee.

“Bond Legislation” means, the resolution of the Authority providing for issuance of the Series 2018C Bonds and approving this Agreement, the Series 2018C Supplemental Indenture, the Purchase Agreement, and related matters, together with the Certificate of Award executed and delivered under that resolution, all as duly amended and supplemented from time to time.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated [DATE], 2018 among the Underwriter of the Series 2018C Bonds and the Authority relating to the original purchase of the Series 2018C Bonds, as duly amended and supplemented from time to time.

“Bond Reserve Deposit” means, the Bond Reserve Deposit as defined in the Indenture.

“Bond Service Charges” shall have the meaning assigned to that term 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.

“City” means the City of Columbus, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State and its Charter.

“Closing Date” means [DATE], 2018.

“Completion Date” means the date of completion of the Project in accordance with the requirements of Article III of this Agreement.

“Construction Agent” means the Developer, as the Construction Agent under the Construction Agency Agreement, or its permitted successors or assigns under the Construction Agency Agreement.

“Construction Agency Agreement” means the Construction Agency Agreement dated as of the date of this Agreement between the Authority and the Construction Agent, as duly amended or supplemented from time to time.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement as defined in the Series 2018C Supplemental Indenture.

“Cooperative Agreement” means this Agreement, as may be duly amended, modified or supplemented from time to time in accordance with its terms.

“Cooperative Parties” means the City, the Authority, the Developer, the ESID, and the Trustee.

“County” means Franklin County, Ohio, a county and political subdivision duly organized and validly existing under the Constitution and laws of the State and its Charter.

“County Auditor” means the Auditor of the County or its successors.

“County Treasurer” means the Treasurer of the County or its successors.

“Developer” means Long Street Associates, A Registered Limited Liability Partnership, an Ohio limited liability partnership organized and validly existing under the laws of the State of Ohio, together with its permitted successors and assigns under this Agreement.

“Disbursement Request” means a request by the Developer for disbursement from the Series 2018C PF Account to pay or reimburse Series 2018C Project Costs in accordance with Section 3.8 of this Agreement, and made on the form attached to this Agreement as **Exhibit D**.

“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.

“ESID Fees” means a semi-annual administrative fee of the ESID equal to 0.5% of the each installment of the Special Assessments on each date an installment of the Special Assessments becomes due during which the Series 2018C Bonds are outstanding to be paid out of the Financing Payments as shown on **Exhibit C** to and incorporated into this Agreement.

“Event of Default” means any of the events described as an Event of Default in Section 7.1 of this Agreement.

“Excess Special Assessments” means any Assigned Special Assessments received by the Trustee in excess of the amount necessary to pay any Administrative Amounts and Required Amounts and to be used, as provided in this Agreement, to fund the Additional Reserve Fund, or if the Additional Reserve Fund has been fully funded, returned to the Developer.

“Financing Payment” means the portion of the amounts required to be paid by the City under this Agreement as Assigned Service Payments representing Administrative Amounts and Required Amounts.

“Financing Payment Date” means each date on which the City pays to the Trustee the Assigned Special Assessments, which payments shall be made by the City within 20 Business Days following the City’s receipt of Special Assessments from the County Treasurer for deposit by the City into the Special Assessment Fund.

“Fiscal Officer” means, the Secretary or an Assistant Secretary of the Legislative Authority of the Authority, or if any of them are unavailable, absent or incapacitated, any member of the Board of Directors of the Authority.

“Force Majeure” means any of the causes, circumstances or events described as constituting Force Majeure in Section 7.1 of this Agreement.

“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” shall have the meaning assigned to that term in the Indenture.



“Indenture” means the Basic Indenture, as amended and supplemented from time to time under its terms, including, without limitation, by the Series 2018C Supplemental Indenture.

“Interest Payment Date” or “Interest Payment Dates” means the fifteenth day of each May and November, commencing November 15, 2018.

“Interest Rate for Advances” means the lesser of the rate of interest which is 2% in excess of the rate announced from time to time by the Trustee in its capacity as a lending institution as its “prime rate” or “base rate” or the maximum rate chargeable under applicable law.

“Legislative Authority” means, the Board of Directors of the Authority.

“Notice Address” means:

- (a) As to the Authority: Columbus-Franklin County  
Finance Authority  
350 E. First Avenue, Suite 120  
Columbus, Ohio 43201  
Attention: President
- (b) As to the City: City of Columbus, Ohio  
50 West Gay Street  
Columbus, Ohio 43215  
Attention: Director of Development
- (c) As to the Trustee: The Huntington National Bank  
525 Vine Street, 14th Floor  
CN01  
Cincinnati, Ohio 45202  
Attention: Jacqueline M. Dever, CCTS
- (d) As to the Developer: Long Street Associates, a Registered  
Limited Liability Partnership  
1400 Dublin Road  
Columbus, Ohio 43215  
Attention: Brad DeHays



(e) As to the ESID: Columbus Regional Energy Special  
Improvement District, Inc.  
c/o MORPC  
111 Liberty Street, Suite 100  
Columbus, Ohio 43215  
Attention: Christina O’Keeffe

With a Copy to: J. Caleb Bell  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, Ohio 43215

or such additional or different address, notice of which is given under Section 9.2 of this Agreement.

“Original Purchaser” means the Original Purchaser as defined in the Series 2018C Supplemental Indenture.

“Petition” means the Petition for Special Assessments for Special Energy Improvement Projects and Affidavit submitted to the City on [DATE], 2018 and approved by the City on [DATE], 2018 by Resolution [\_\_\_\_]-18.

“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.

“Plans and Specifications” means the drawings, surveys, maps, plats or other depiction, as amended through approved change orders, of the Project for construction on the Property.

“Pledged Revenues” shall have the meaning assigned to that term in the Indenture.

“Project” means the special energy improvement projects to be completed by the Developer on the Property constituting a “project” and “port authority facilities” as defined in the Act for the Project Purposes, all as more particularly described in **Exhibit B** to this Agreement.

“Project Fund” means the Project Fund as defined in the Basic Indenture.

“Project Purposes” means providing funds to pay a portion of the Developer’s costs of constructing the Project for commercial and economic development purposes, or as may otherwise be permitted by this Agreement and the Bond Legislation.

“Property” means the real property more fully described in **Exhibit A** attached to and made a part of this Agreement.



“Required Amounts” means that portion of the Financing Payments to be paid to the Trustee for application to Bond Service Charges with respect to the Series 2018C Bonds in the amounts shown on **Exhibit C** attached to, and incorporated into, this Agreement.

“Required Insurance Coverage” means, collectively, the Required Property Insurance Coverage and the Required Public Liability Insurance Coverage, each of which, in addition to the requirements described in their respective definitions, (i) must provide for 10 days’ notice to the Authority in the event of cancellation or nonrenewal and (ii) must name as an additional insured (mortgagee/loss payee) the Authority.

“Required Property Insurance Coverage” means at any time insurance coverage evidenced maintained with generally recognized, responsible insurance companies qualified to do business in the State in the amount of the then full replacement value of the Project and the Property, insuring the Project against loss or damage by fire, windstorm, tornado, and hail and extended coverage risks on a comprehensive all risk/special form insurance policy and containing loss deductible provisions of not to exceed \$10,000, which insurance coverage shall name the Authority as loss payee/mortgagee.

“Required Public Liability Insurance Coverage” means at any time commercial general liability insurance against claims for personal injury, death, or property damage suffered by others upon, in or about any premises occupied by the Developer, which insurance coverage shall name the Authority as an additional insured.

“Series 2018C Bonds” means the \$[3,080,000] aggregate principal amount of Bonds initially issued by the Authority under the Bond Legislation, designated “Taxable Development Revenue Bonds (Central Ohio Regional Bond Fund) Series 2018C (Long and Front PACE Project).”

“Series 2018C PF Account” means the Series 2018C PF Account as defined in the Series 2018C Supplemental Indenture.

“Series 2018C Supplemental Indenture” means the Twenty-Seventh Supplemental Indenture, between the Authority and the Trustee, dated as of the date of this Agreement containing the terms of the Series 2018C Bonds.

“Special Assessment Act” means, collectively, Ohio Revised Code Section 727.01 *et seq.*, Ohio Revised Code Section 1710.01 *et seq.*, Ohio Revised Code Section 323.01 *et seq.*, Ohio Revised Code Section 319.01 *et seq.*, Ohio Revised Code Section 5721.01 *et seq.*, and related laws.

“Special Assessment Agreement” means the Special Assessment Agreement dated as of the date of this Agreement among the County Treasurer, the City, Developer, the ESID, and the Authority, as duly amended or supplemented from time to time.

“Special Assessment Fund” means the City’s segregated fund established for the collection of the Special Assessments.



“Special Assessment Legislation” means, collectively, the Petition, Resolution [\_\_\_\_]-18 duly adopted by the City on [DATE], 2018, Ordinance [\_\_\_\_]-18 duly passed by the City on [DATE], 2018, and Ordinance [\_\_\_\_]-18 duly passed by the City on [DATE], 2018.

“Special Assessments” means the special assessments levied by the City against the Property under its Ordinance No. [\_\_\_\_]-18 duly adopted on [DATE], 2018, to pay a portion of the costs of the Project and certified by the City to the County Auditor for collection with real property taxes.

“Special Funds” means the Special Funds as defined in the Indenture.

“State” means the State of Ohio.

“Transaction Documents” means, collectively, this Agreement, the Indenture, the Construction Agency Agreement, the Special Assessment Agreement, and the Bond Purchase Agreement.

“Trustee” means The Huntington National Bank, a national banking association organized under the laws of the United States, 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 the successor trustee.

“Unassigned Authority Rights” means the rights of the Authority to be held harmless and indemnified under Section 5.2 of this Agreement, to receive notice of litigation under Section 5.3 of this Agreement, to be reimbursed for attorney fees and expenses under Section 7.4 of this Agreement, to make requests and give or withhold consent including, without limitation, requests under Section 3.8 of this Agreement, and consent to amendments, changes, modifications, alterations, and termination of this Agreement under Section 8.5 of this Agreement.

“Trustee Fees” means a semi-annual administrative fee of the Trustee equal to an annual rate of 0.06% of the outstanding principal amount, or \$1,250 per year, whichever is greater, on each date an installment of the Special Assessments becomes due during which the Series 2018C Bonds are outstanding to be paid out of the Financing Payments as shown on **Exhibit C** to and incorporated into this Agreement.

“Underwriter” means, the Person or Persons identified in the Bond Purchase Agreement as the Underwriter for the Series 2018C Bonds.

Section 1.3. Interpretation. Any reference in this Agreement to the Authority, to the 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, 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 Cooperative Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa. 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 of this Agreement.

(End of Article I)



## ARTICLE II

### Representations and Covenants

Section 2.1. Representations of the Authority. The Authority represents that: (a) it is 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 Authority which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party; (c) it is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party; (d) it has duly authorized the execution, delivery, and performance of this Agreement and the other Transaction Documents to which it is a Party; (e) it has duly accomplished all conditions necessary to be accomplished by it prior to the execution of the agreements necessary to issue the Series 2018C Bonds and to make the proceeds of the Series 2018C Bonds available for the Project Purposes; and (f) 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 Transaction Documents to which it is a party by any successor public body.

Section 2.2. Representations and Covenants of the City. The City represents and covenants that:

(i) It is a municipal corporation duly organized and validly existing under the Constitution and laws of the State and its Charter.

(ii) To the best of its knowledge, 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 carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party.

(iii) It is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement, the Special Assessment Legislation, and the other Transaction Documents to which it is a party. To the best of its knowledge, that execution, delivery, and performance do not and will not violate or conflict with any provision of law applicable to the City, including but not limited to, its Charter, and do 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.

(iv) It has duly authorized the execution, delivery, and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated in this Agreement and in those Transaction Documents, and those transactions will enhance, aid, and promote authorized purposes of the City.



(v) It will do all things in its power in order to maintain its existence or assure the assumption by any successor public body of its obligations under this Agreement, the Special Assessment Legislation, and the other Transaction Documents to which it is a party.

(vi) The Special Assessment Legislation has been duly adopted, is in full force and effect, and is not subject to repeal by referendum.

(vii) Upon request of the Authority, the City shall use its best efforts to deliver to the Authority and Trustee such information as the Authority may determine they may need in connection with any obligation they have entered into, or may enter into, for the purpose of permitting an underwriter of the Series 2018C Bonds to satisfy the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Act of 1934.

### Section 2.3. Representations and Covenants of the Developer.

(a) The Developer represents and covenants that:

(i) It is a limited liability partnership duly organized and validly existing under the laws of the State of Ohio.

(ii) It has full power and authority to execute, deliver, and perform this Agreement and the other Transaction Documents to which it is a party and to enter into and perform the transactions contemplated by those documents. That execution, delivery, and performance do not, and will not, violate any provision of law applicable to the Developer or the Developer's Statement of Domestic Qualification or [Partnership Agreement], and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound. This Agreement has, by proper action, been duly authorized, executed, and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement valid and binding obligations of the Developer.

(iii) The provision of financial assistance to be made available under this Agreement and the commitments for that assistance made by the Authority and the ESID have induced the Developer to undertake the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and will create and preserve jobs and employment opportunities within the City and the jurisdiction of the Authority.

(iv) The Developer will construct the Project in accordance with the Plans and Specifications and with the terms of this Agreement and the Construction Agency Agreement and will maintain the Project in such



manner as to conform in all material respects with all applicable zoning, planning, building, environmental, and other applicable governmental regulations and as to be consistent with the Act.

(v) The Project will comply in all material respects with all applicable Environmental Laws.

(vi) Upon request of the Authority, the Developer shall deliver to the Authority and the Trustee such information as the Authority may determine they may need in connection with any obligation they have entered into, or may enter into, for the purpose of permitting an underwriter of the Series 2018C Bonds to satisfy the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Act of 1934.

(vii) The Required Insurance Coverage is in place as of the date of this Agreement will be maintained at all times during the term of this Agreement, while the Series 2018C Bonds remain outstanding, and while any Special Assessments remain to be paid. Any return of insurance premium or dividends based upon the Required Insurance Coverage shall be due and payable solely to the Developer, unless such premium shall have been paid by the Authority, in accordance with the distribution priority specified in Section 3.10.

#### Section 2.4. Special Assessment Payments.

(a) The Special Assessment Proceedings. The City has taken all necessary actions required by the Special Assessment Act to levy and collect the Special Assessments on the Property.

Under Ohio Revised Code Section 727.33, the City has certified the Special Assessments to the County Auditor for collection, and the County Auditor shall collect the unpaid Special Assessments with and in the same manner as other real property taxes and pay the amount collected to the City. The Parties intend that the County Auditor and the County Treasurer shall have the duty to collect the Special Assessments through enforcement proceedings in accordance with applicable law.

(b) Collection of Delinquent Special Assessments. The Authority, the Trustee, and the ESID are hereby authorized to take any and all actions as assignees of and, to the extent required by law, in the name of, for, and on behalf of, the City to collect delinquent Special Assessments levied by the City pursuant to the Special Assessment Act and the Special Assessment Legislation and to cause the lien securing the delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution



of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings. The proceeds of the enforcement of any such lien shall be deposited and used in accordance with this Agreement.

(c) Prepayment of Special Assessments. The Cooperative Parties agree that the Special Assessments assessed against the Property and payable to the City pursuant to the Special Assessment Act may be prepaid to the Trustee by the Developer in accordance with Section 6.1 of this Agreement. Except as set forth in this Section 2.4(c) and Section 6.1 of this Agreement, the Developer shall not prepay any Special Assessments. Notwithstanding the foregoing, if the Developer attempts to cause a prepayment of the Special Assessments by paying to the County Treasurer any amount as a full or partial prepayment of Special Assessments, and if the City shall have knowledge of the same, the City immediately shall notify the Authority and the Trustee, and, unless provided the express written consent of the Authority, the City shall not cause any reduction in the amount of Special Assessments. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way the payment of the Special Assessments by the owners of property or the transfer of the Special Assessments by the City to the Trustee.

(d) Assignment of Special Assessments. The City agrees that it shall establish the Special Assessment Fund for the collection of the Special Assessments as a separate fund maintained on the City's books and records and to be held in the custody of a bank with which the City maintains a depository relationship. The City hereby assigns to the Authority all of its right, title and interest in and to: (i) the Special Assessments received by the City under the Special Assessment Legislation and this Agreement, (ii) the City's Special Assessment Fund established for the Project, and (iii) any other property received or to be received from the City under the Special Assessment Legislation and this Agreement. The City further shall transfer, set over, and pay the Special Assessments to the Trustee in accordance with this Agreement. The ESID acknowledges and consents to the City's assignment of the Special Assessments to the Authority. The Cooperative Parties agree that each of the City, the ESID, the Authority, as assignee of the Special Assessments, and the Trustee, as trustee for the Special Assessments and the Series 2018C Bonds, is authorized to take any and all actions, whether at law, or in equity, to collect delinquent Special Assessments levied by the City pursuant to law and to cause the lien securing any delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the



County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings.

(e) Transfer of Special Assessments. The parties anticipate that annual installments of the Special Assessments will be paid to the City by the County Auditor and the County Treasurer in accordance with Ohio Revised Code Chapters 319, 321, 323, and 727, which, without limiting the generality of the foregoing, contemplates that the County Auditor and County Treasurer will pay the semi-annual installments of the Special Assessments to the City on or before June 1 and December 1 of each year. Immediately upon receipt of any moneys received by the City as Special Assessments, but in any event not later than each Financing Payment Date, the City shall deliver to the Trustee all such moneys received by the City as Special Assessments. The Authority may from time to time provide written payment instructions to the City for payment of Special Assessments by check, wire instructions, or other means. If at any time during the term of this Agreement the County Auditor agrees, on behalf of the City, to disburse the Special Assessments to the Authority or to the Authority's direction pursuant to instructions or procedures agreed upon by the County Auditor and the City, then, upon each transfer of an installment of the Special Assessments from the County Auditor to the Authority or to the Authority's direction, the City shall be deemed to have satisfied all of its obligations under this Agreement to transfer that installment of the Special Assessments to the Trustee.

(f) No Contest of Special Assessments. The Developer further agrees that it will not contest the amount of the Special Assessments.

(End of Article II)



## ARTICLE III

### Cooperative Arrangements; Undertaking the Project; Issuance of the Series 2018C Bonds

Section 3.1. Cooperative Arrangements. The Developer, the City, and the ESID have requested the assistance of the Authority in the financing of the Project as special energy improvement projects within the territory of the ESID. For the reasons set forth in this Agreement's recitals—which recitals are incorporated into this Agreement by this reference as a statement of the public purposes of this Agreement and the intended arrangements among the Cooperative Parties—the City and the ESID have requested the assistance and cooperation of the Authority and the Trustee in the collection and payment of Special Assessments in accordance with this Agreement. The Cooperative Parties intend this Agreement to be, and it shall be, an agreement among the Cooperative Parties to cooperate in the financing, acquisition, construction, equipping, improvement, and installation of “special energy improvement projects,” pursuant to Ohio Revised Code Chapter 1710, and as that term is defined in Ohio Revised Code Section 1710.01(A) and “port authority facilities” under the Act. The Cooperative Parties intend this Agreement's provisions to be, and they shall be construed as, agreements to take effective cooperative action and to safeguard the Cooperative Parties' interests.

To the extent, if any, necessary, desirable or appropriate to implement the intent of this Agreement and in accordance with the Act, the Authority undertakes to, and is authorized by the City to, exercise any power, perform any function and render any service, on behalf of the City, together with all necessary or incidental powers, to the fullest extent that the City is authorized to exercise, perform or render such power, function or service. Each power exercised, function performed, or service rendered by the Authority under this Agreement, to the extent if any necessary to the implementation of this Agreement and the financing of the Project in the manner set forth in this Agreement, is undertaken by the Authority on behalf of the City, pursuant to Revised Code Sections 4582.06 and 4582.17.

Section 3.2. Undertaking and Improvement of the Project. The Authority, the Developer, and the ESID agree to undertake the Project for the Project Purposes, and the Developer agrees to undertake and construct the Project with all reasonable dispatch and in accordance with the following:

(a) The Financing of the Project with Special Assessments. In order to provide moneys to finance costs of the Project, the City will cause to be paid to the Trustee, the Assigned Special Assessments received by the City under this Agreement on or before each Financing Payment Date.

(b) Construction of the Development. The Developer shall, for and on behalf of the Authority, undertake the Project in accordance with all applicable laws, and in accordance with this Article III and the Construction Agency Agreement by constructing the Project.

Section 3.3. Plans and Specifications. The Plans and Specifications have been or will be filed with the City by the Developer. The Developer may revise the Plans and



Specifications from time to time, provided that no revision shall be made which would (i) change the Project Purposes in any material respect, without the written consent of the Authority which consent shall not be unreasonably withheld, or (ii) change the Project Purposes to other than permitted by the Act.

Section 3.4. Issuance of the Series 2018C Bonds; Application of Proceeds. To provide funds to pay for the Project pursuant to the Bond Legislation, the Authority has agreed to issue its Series 2018C Bonds and the Authority has issued, sold and delivered the Series 2018C Bonds to the Original Purchaser. The Series 2018C Bonds are issued pursuant to the Series 2018C Supplemental Indenture and the Bond Legislation in the aggregate principal amount, bear interest, mature and are subject to redemption as stated in the Series 2018C Supplemental Indenture and the Bond Legislation. The Developer hereby approves the terms of the Series 2018C Bonds and the Indenture, and agrees that, in the event of any inconsistency or conflict between this Agreement and the terms of the Indenture, the terms of the Indenture shall control.

The proceeds from the issuance of the Series 2018C Bonds shall be paid to the Trustee and deposited as provided in this Agreement and the Indenture and used to pay or reimburse the Developer for the payment of the costs to construct the Project, to pay costs of issuance of the Series 2018C Bonds, to pay capitalized interest on the Series 2018C Bonds, and to fund the Bond Reserve Deposit.

Section 3.5. Disbursements of the Series 2018C Bonds Proceeds. All disbursements of the Series 2018C Bond proceeds shall be made in accordance with the Indenture and this Agreement, the terms of which are hereby approved and agreed to by the Developer, the City, and the ESID.

Section 3.6. Bond Reserve Deposit. Concurrently with the issuance of the Series 2018C Bonds, the Bond Reserve Deposit under the Series 2018C Supplemental Indenture shall be funded with proceeds of the Series 2018C Bonds.

Section 3.7. Construction and Completion of the Project. The Developer hereby covenants to cause to be constructed on the Property, the Project as described on **Exhibit B**. The Project shall be completed on or prior to [DATE]. The Completion Date shall be evidenced to the City, the Authority and the Trustee by a certificate of the Developer, in the form attached to the Construction Agency Agreement, stating that the Project is substantially complete in conformance with the terms of this Agreement and the Construction Agency Agreement. The Developer shall cause the completion of the Project on the Property regardless of whether the amounts made available to the Developer under this Agreement are sufficient to pay all of the costs of the Project. In the event the costs of the Project exceed the amounts made available to the Developer under this Agreement, the Developer nevertheless shall complete the Project in accordance with the Plans and Specifications and shall pay any costs in excess of the amounts made available under this Agreement from any other sources available to the Developer.

Section 3.8. Disbursements from the Series 2018C PF Account.



(a) Except as provided in the Series 2018C Supplemental Indenture, disbursements from the Series 2018C PF Account shall be made only to reimburse or pay the Developer, or any person designated by the Developer, for Series 2018C Project Costs. Disbursements from the Series 2018C PF Account may only be made pursuant to and in accordance with this Section 3.8.

(b) The Authority hereby authorizes and directs the Trustee, as to money on deposit in the Series 2018C PF Account, to disburse moneys from that account in accordance with this Agreement to pay (or, if paid by the Developer, to reimburse the Developer for payment of), the following costs relating to the Series 2018C Project (the “Series 2018C Project Costs”):

(i) costs incurred directly or indirectly for or in connection with the acquisition, construction, equipment, installation, and/or improvement of the Series 2018C Project, including without limitation, costs incurred in respect of the Series 2018C Project for preliminary planning and studies; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;

(ii) financial, legal, recording, title, accounting, and printing and engraving fees, charges and expenses, and all other fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Series 2018C Bonds, including, without limitation, the fees of the Authority, the Developer, any underwriter or placement agent, or bond purchaser for the Series 2018C Bonds and the fees and expenses of the Trustee and any paying agent properly incurred under the Indenture that may become due and payable;

(iii) premiums attributable to any surety and payment and performance bonds and insurance required to be taken out and maintained until the date on which the Series 2018C Project is final and complete;

(iv) taxes, assessments and other governmental charges in respect of the Series 2018C Project that may become due and payable until the date on which the Series 2018C Project is final and complete;

(v) costs incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Series 2018C Project; and

(vi) any other incidental or necessary costs, expenses, fees and charges properly chargeable to the cost of the acquisition, construction, equipment, installation, and/or improvement of the Series 2018C Project.

(c) Disbursements from the Series 2018C PF Account for the payment of Series 2018C Project Costs (other than disbursements for costs of issuance, as authorized in the



Series 2018C Supplemental Indenture, which shall be made by the Trustee upon the written order of the Authority, which written order shall be substantially in the form of the Disbursement Request Form attached hereto as **Exhibit E**) shall be made by the Trustee only upon the written order of the Authorized Developer Representative on the Disbursement Request Form and the approval of such written order by the Authority. Each such written order shall be substantially in the form of the Disbursement Request Form attached hereto as **Exhibit D** and shall be consecutively numbered. Each Disbursement Request Form shall be accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested reasonably satisfactory to the Authority and subject to the requirements set forth in this Agreement for such payment. All Disbursement Request Forms for costs relating to the Series 2018C Project shall be submitted to the Authority. Upon approval of the Disbursement Request by the Authority, the Authority shall deliver the executed and approved Disbursement Request Form to the Trustee for payment. The Developer shall submit no more than one such written order in any given calendar month.

(d) The Authority shall review each Disbursement Request submitted pursuant to this Agreement. The approval of any Disbursement Request by the Authority shall be contingent upon the Authority's determination, as evidenced by its approval of an applicable Disbursement Request Form that the disbursement request complies with the requirements for a disbursement from the proceeds of the Series 2018C Bonds in accordance with the terms of this Agreement. The Developer hereby releases the Authority and agrees that the Authority shall not be liable for, any and all liabilities and claims imposed upon or asserted against the Authority in connection with any authorization, approval, direction, delivery or review made by the Authority pursuant to this Section 3.8.

(e) Disbursement Requests to be paid or reimbursed under this Section 3.8 shall be paid or reimbursed from available moneys in the Series 2018C Proceeds Subaccount in the Series 2018C PF Account in the Project Fund.

(f) In case any contract provides for the retention by the Developer of a portion of the contract price, there shall be paid from the Series 2018C PF Account only the net amount remaining after deduction of any such portion, and only when that retained amount is due and payable, may it be paid from the Series 2018C PF Account.

(g) Any moneys in the Series 2018C PF Account remaining after the Completion Date and payment, or provision for payment, in full of the appropriate Series 2018C Project Costs, at the direction of the Authorized Developer Representative, promptly shall be:

(i) used to acquire, construct, equip, install, and/or improve such additional real or personal property in connection with the Series 2018C Project as is designated by the Authorized Developer Representative and the acquisition, construction, equipment, installation, and/or improvement of which will be permitted under the Act;

(ii) credited against the Developer's obligation to make Special Assessment payments under this Agreement;



(iii) used for the purchase of Series 2018C Bonds in the open market for the purpose of cancellation at prices not exceeding the fair market value thereof plus accrued interest thereon to the date of payment therefor;

(iv) paid into the Bond Fund to be applied to the redemption of the Series 2018C Bonds; or

(v) a combination of the foregoing as is provided in that direction.

Section 3.9. Casualties and Takings. The Developer shall promptly notify the Authority and the Trustee if the Project is damaged or destroyed by fire, casualty, injury or any other cause (each such occurrence, a “Casualty”). Upon the occurrence of such Casualty, all proceeds of Required Insurance Coverage shall be applied to pay the costs of the restoration of the Project or to the repayment of the outstanding balance of the Special Assessments, and in which case the Authority shall remain obligated to make disbursements of up to the total amount of the proceeds of the Series 2018C Bonds made available under this Agreement and the Indenture, all in accordance with this Agreement.

In the event restoration of the Project or the Property is pursued, the Developer shall immediately proceed with the restoration of the Project in accordance with the Plans and Specifications. If, in the Authority’s reasonable judgment, the proceeds of the Required Insurance Coverage are insufficient to complete the restoration, the Developer shall deposit with the Authority such amounts as are necessary, in the Authority’s reasonable judgment, to complete the restoration in accordance with the Plans and Specifications.

In the event any part of the Property or the Project shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (a “Taking”), the Authority’s obligation to make disbursements under this Agreement shall be terminated unless the Property and the Project can be replaced and restored in a manner which will enable the Project to be functionally and economically utilized and occupied as originally intended. If the Property and the Project can be so restored, the Developer shall immediately proceed with the restoration of the Project in accordance with the plans and specifications, and the Authority shall release the funds for such purpose. If, in the Authority’s reasonable judgment, the Taking proceeds available to the Developer and the Authority are insufficient to complete the restoration, the Developer shall deposit with the Authority such amounts as are necessary, in the Authority’s reasonable judgment, to complete the restoration in accordance with the Plans and Specifications.

Each of the City and the Authority hereby agree not to take the Property or the Project for public purposes by condemnation as a result of any action or proceedings in eminent domain or to accept the transfer of the Property or the Project in lieu of condemnation during the term of this Agreement.

(End of Article III)



## ARTICLE IV

### Financing Payments

Section 4.1. Financing Payments. Upon the terms and conditions of this Agreement, the Authority will finance a portion of the costs of the Project by the issuance of the Series 2018C Bonds. In consideration of that undertaking by the Authority, the City shall pay to the Trustee within 20 Business Days after receipt of, and solely from, Assigned Special Assessments, the Financing Payments due on the next scheduled Financing Payment Date as shown on **Exhibit C** attached to, and incorporated, into this Agreement.

All Financing Payments shall be paid to the Trustee, who shall transfer the necessary amounts for Bond Service Charges and Administrative Amounts. Any Excess Special Assessments available after transferring amounts accruing to pay Bond Service Charges and Administrative Amounts shall be returned to the Developer.

Notwithstanding anything in this Agreement to the contrary, the City's obligation under this Agreement to make Financing Payments shall be a special obligation of the City and the Financing Payments shall be required to be made solely from Assigned Special Assessments. 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 the Authority does not have and shall not have any right to have taxes levied by the City for the payment of Financing Payments.

Upon the City's execution and delivery of this Agreement, all moneys received by or on behalf of the City from the collection of the Special Assessments shall be deemed to have been appropriated to pay the City's obligations under this Agreement. While this Agreement is in effect, the City shall take such further actions as may be necessary or appropriate to appropriate and maintain the moneys received from the collection of the Special Assessments in accordance with this Agreement. The City shall have no obligation to use or apply to the payment of Financing Payments any funds or revenues from any other source other than the Assigned Special Assessments.

Except for such interests as may hereafter arise pursuant to Section 5.06 of the Basic Indenture, the City, the Developer, the ESID, and the Authority each acknowledge that none of the City, the Developer, the ESID, or the Authority has any interest in the Special Funds and any moneys deposited in the Special Funds shall be in the custody of and held by the respective Trustee in trust for the benefit of the Holders of the respective series of Bonds (as defined in the Indenture), in accordance with the respective Indentures.

Section 4.2. Place of Payments. The City shall pay all Financing Payments directly to the Trustee at its corporate trust office or to such other as the Authority may from time to time direct; provided, however, that while the Series 2018C Bonds shall remain outstanding and secured by the Series 2018C Supplemental Indenture, the Authority shall not direct the City to pay Financing Payments to any Person other than the Trustee.



Section 4.3. Obligations Unconditional. The obligation of the City to make Financing Payments, solely from Assigned Special Assessments, shall be absolute and unconditional, and the City shall make such payments without abatement, diminution, or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment, or counterclaim which the City may have or assert against the Authority, the Trustee, the Developer, the ESID, or any other Person. All of the obligations of the City under Sections 2.4, 3.1, 3.2, 4.1, and 4.2 of this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the City within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus.

Section 4.4. Assignment of Agreement and Revenues. To secure the payment of Bond Service Charges, the Authority shall assign to the Trustee by the Series 2018C Supplemental Indenture, its respective rights under and interests in this Agreement (except for the Unassigned Authority Rights), and the Pledged Revenues. The City, the Developer, and the ESID hereby agree and consent to those assignments.

Section 4.5. Administrative Amounts. Except to the extent such amounts are paid from the proceeds of the Series 2018C Bonds, in a manner consistent with Section 4.1 of this Agreement, the City and the Developer hereby direct and authorize the Trustee to pay to the Authority, as Administrative Amounts under this Agreement, any and all costs and expenses in excess of such costs and expenses payable from the Administrative Payments shown on Exhibit C to this Agreement incurred or to be paid by the Authority in connection with the issuance and delivery of the Series 2018C Bonds or otherwise related to actions taken by the Authority under this Agreement or the Indenture, including the Administrative Amounts set forth on Exhibit C; provided, however, that such payments shall be made only from Assigned Special Assessments.

The City and the Developer hereby direct and authorize the Trustee to pay to the City, the Trustee, any Registrar and any Paying Agent or Authenticating Agent, their reasonable fees, charges, and expenses for acting as such under the Indenture; provided, however, that such payments from the Trustee shall be made only from Assigned Special Assessments.

(End of Article IV)



## ARTICLE V

### Additional Agreements And Covenants

#### Section 5.1. Right of Inspection and Signage.

(a) Inspection. Subject to reasonable security and safety regulations and upon reasonable notice to the City and Developer the Authority and the Trustee, and their respective agents, shall have the right during normal business hours to inspect the Project during the construction.

(b) Signage. Subject to all applicable City ordinances and procedures, the City and the Developer hereby agree that the Authority shall have the right to erect a project financing sign at a prominent location on the Property in order to identify the Authority's role in financing the Project.

#### Section 5.2. Indemnification by the Developer.

(a) The Developer (the "Indemnifying Party") releases the Authority, the City, the ESID, the Trustee and their respective officers, directors, and employees, from, agrees the Authority, the City, the ESID, the Trustee, and their respective officers, directors, and employees, shall not be liable for and, indemnifies the Authority, the City, the ESID, the Trustee from, all liabilities, claims, costs, and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the Authority, the City, the ESID, the Trustee, and their respective officers, directors, and employees, 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 construction, installation, equipment and improvement maintenance, operation and use of the Project; (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 under this Agreement, any contract for the construction of the Project, or other Transaction Document to which the Indemnifying Party is a party, or arising from any act or failure to act by the Indemnifying Party or any of the agents, contractors, servants, employees, or licensees of the Indemnifying Party; (iii) the authorization, issuance, sale, trading, redemption, or servicing of the Series 2018C Bonds, and the provision of any information or certification furnished in connection therewith concerning the Series 2018C Bonds or the Project, by the Developer; (iv) the failure of the Developer to comply with any requirement of this Agreement or any other Transaction Document; (v) any failure of compliance by the Developer with the provisions of the Charter of the City, the Act, or any other applicable provision of law; (vi) any action taken or omitted to be taken by the Authority, the City, the ESID, or the Trustee pursuant to the terms of this Agreement, the Indenture, any other Transaction Document or any other related instrument or document, or any action taken or omitted to be taken by the Authority, the City, the ESID, or the Trustee at the written request of or with the written consent of the Developer; (vii) any and all costs reasonably related to and reasonably incurred by the Authority, the City, the ESID, or the Trustee in connection with its efforts to collect delinquent Special Assessments; and (viii) any claim,



action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v), (vi), (vii) or (viii) above.

(b) The Indemnifying Party agrees to indemnify and hold the Authority, the City, the ESID, the Trustee, and their respective officers, directors, and employees, harmless from and against all liabilities, and all reasonable costs and expenses, including out-of-pocket expenses and attorneys' fees incurred by the Authority, the City, the ESID, the Trustee as a result of the existence on, or release from, the Project, or the Property, of Hazardous Materials which in any way result from any act of omission or commission of the Developer, its related entities or any of its agents, employees, independent contractors, invitees, licensees, successors, assignees or tenants or arising out of any federal state or local environmental laws, regulations or ordinances.

The Indemnifying Party further covenants and agrees with the Authority, the City, the ESID, and the Trustee that the Indemnifying Party nor its related entities, nor any of its agents, employees, independent contractors, invitees, licensees, successors, assignees, or tenants will store, release, or dispose of, or permit the storage, release, or disposal of any Hazardous Materials at the Project at any time from and after the effective date of this Agreement other than in accordance with applicable federal, state and local law and regulation. In the event that any party to this Agreement receives a notification or clean up requirement under 42 U.S.C. §9601 *et seq.* or other federal, state or local statute, ordinance, or regulation, relating to the Project, that party shall promptly notify the other parties to this Agreement of such receipt, together with a written statement of such party setting forth the details thereof and any action with respect thereto taken or proposed to be taken, to the extent of such party's knowledge. On receipt by the Indemnifying Party of any such notification or clean up requirement, the Indemnifying Party shall either proceed with appropriate diligence to comply with such notification or clean up requirement or shall commence and continue negotiation concerning or contest the liability of the Indemnifying Party with respect to such notification or clean up requirement. The Indemnifying Party agrees to indemnify and hold the Authority, the City, the ESID, and the Trustee harmless from and against any and all liabilities and all reasonable costs and expenses, including reasonable attorneys' fees, arising out of any federal, state, or local environmental laws, regulations, or ordinances, incurred by the Authority, the City, the ESID, or the Trustee as a result of any breach of this covenant or as a result of the presence of Hazardous Materials at the Project.

(c) The Indemnifying Party agrees to indemnify and hold the Trustee harmless against all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and reasonable legal fees (including the allocated costs and expenses of in-house counsel and legal staff) ("Losses") that may be imposed on, incurred by or asserted against the Trustee for following any instructions or other directions of the Developer upon which a Trustee is authorized to rely pursuant to the terms of the Indentures, this Agreement, or any other Transaction Document. In addition and not in limitation of the immediately preceding sentence, the Indemnifying Party agrees to indemnify and hold the Trustee harmless from and against any and all Losses as a result of action or inaction on the part of the Indemnifying Party that may be imposed on, incurred by, or asserted against, the



Trustee in connection with or arising out of Trustee's performance under the Agreement, the Indenture, or any other Transaction Document provided such Trustee has not acted (or failed to act) with negligence or engaged in willful misconduct.

(d) In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the Authority, the City, the ESID, the Trustee, or any officer, director, or employee of any such entity, in respect of which indemnity may be sought under this Agreement, the Person seeking indemnity promptly shall give notice of that action or proceeding to the Indemnifying Party, who, upon receipt of that notice, shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a 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. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (a) the employment of such counsel has been specifically authorized by the Indemnifying Party in writing, or (b) the Indemnifying Party has failed to assume the defense and to employ counsel, or (c) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Indemnifying Party and such indemnified party shall have been advised by its counsel that there may one or more legal defenses available to it which are different from or additional to those available to the Indemnifying Party, in which case, if the indemnified party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the Indemnifying Party's expense, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such indemnified party and the Indemnifying Party shall be responsible for payment of the fees and expenses of such separate counsel. The Person seeking indemnity agrees to fully cooperate with the Indemnifying Parties to the extent such cooperation does not prejudice the position of such indemnified Person and lend the Indemnifying Party such assistance as the Indemnifying Party shall reasonably request in defense of any claim, demand, action or proceeding. The Indemnifying Party shall not, nor shall any indemnified Person, be liable for any settlement made without its consent.

(e) Nothing in this Agreement is meant to release, extinguish, or otherwise alter or interfere with any rights which the Authority, the City, the ESID, or the Trustee may now or after the date of this Agreement have against the Developer or any other Person for any environmental liabilities as a result of that Person's former, present, or future ownership, occupancy, or use of, or interest in, any real property included in or in the vicinity of the Project.

(f) The indemnification set forth above is intended to, and shall include, the indemnification of all affected officials, directors, officers, agents, and employees of the Authority, the City, the ESID, and the Trustee, respectively, and their successors and assigns. That indemnification is intended to, and shall be, enforceable to the full extent permitted by law and shall survive the termination of this Agreement and repayment of the Series 2018C Bonds.



Section 5.3. Litigation Notice; Management. The ESID and the Developer shall give the Authority and the Trustee prompt notice, and the City shall use its best efforts to give the Authority and the Trustee prompt notice, of any action, suit, or proceeding by or against the City, the ESID, or the Developer, 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 the City, the ESID or the Developer has notice, which, if adversely determined, would materially impair the right or ability of the City, the ESID, or the Developer to carry on the business which is contemplated in connection with the Project, or would materially and adversely affect any of their respective businesses, operations, properties, assets, or condition (financial or otherwise) (an “Action”) together with a written statement describing the details of the Action and any actions taken or proposed to be taken by the City, the ESID, or the Developer in response to the Action.

Section 5.4. Assignment by Developer. This Agreement may not be assigned by the Developer, except (i) to an Affiliate or (ii) to the transferee or resulting surviving entity in a transaction permitted by Section 5.5.

Section 5.5. Developer to Maintain Its Existence; Sales of Assets or Mergers. The Developer shall do all things necessary to preserve and keep in full force and effect its existence, rights and franchises. In particular, the Developer agrees that it shall not (a) sell, transfer or otherwise dispose of all, or substantially all, of its assets; (b) consolidate with or merge into any other entity; or (c) permit one or more other entities to consolidate with or merge into it. But the Developer may, any time after the Completion Date, without violating the first sentence of this Section, consolidate with, or merge into, another Person, permit one or more other Persons to consolidate or merge into it, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and dissolve, only if (a) the surviving, resulting, or transferee Person—whether the Developer or an entity other than the Developer—(i) assumes in writing all of the Developer’s obligations under this Agreement and each of the Transaction Documents to which the Developer is a party and (ii) has a net worth, determined in accordance with generally accepted accounting principles consistently applied, at least equal to that of the Developer prior to dissolution, sale, consolidation, or merger, and (b) that the consolidation, merger, sale, or transfer does not violate or result in the violation of any provision of any document to which the Developer is a party. Upon consummation of a transaction permitted in this Section 5.5, the Developer, if it is not the surviving, resulting, or transferee entity, shall be released from its obligations under this Agreement and the Transaction Documents to which the Developer is a party.

To the extent permitted by law, the Developer agrees, for its benefit and the benefit of its successors and assigns, that it shall not enter into a written undertaking to pay delinquent taxes in installments under law, including but not limited to, Ohio Revised Code Section 323.31, where the effect of such entry would be to preclude the commencement, continuation, or resolution of foreclosure proceedings, or to otherwise delay the payment in full of any and all delinquent taxes, service payments in lieu of taxes, special assessments, including the Special Assessments, or other governmental charges on the Property.

Section 5.6. Financial Statements. The Developer shall deliver to the Authority, (i) within 45 days of the end of each fiscal quarter, quarterly financial statements prepared by the Developer, and certified by its financial officer to be true, correct, and complete in all material



respects to the best of its knowledge, subject to year-end adjustment, and (ii) annual audited financial statements of the Developer promptly upon their completion but not later than 120 days after the end of each of its fiscal years, prepared by its independent certified public accountants, and (iii) such other financial information or reports as the Authority shall reasonably request.

(End of Article V)



## ARTICLE VI

### Financing Payment Abatement

Section 6.1. Financing Payment Abatement. If at any time Financing Payments have been paid to the Trustee or the Trustee otherwise holds sufficient moneys available for that purpose in an aggregate amount sufficient to cause the redemption or defeasance of all of the Series 2018C Bonds in accordance with the Indenture so that after such payment or defeasance none of the Series 2018C Bonds will be outstanding under the Indenture, then the Authority shall direct the Trustee to cause that redemption or defeasance in accordance with the Indenture. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way abate the payment of Financing Payments.

(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 transfer the Assigned Special Assessments to the Trustee when due;

(b) The Developer fails to pay an installment of the Special Assessments when due;

(c) The City shall fail to observe and perform any other agreement, term, or condition contained in this Agreement, and the continuation of such failure for a period of 30 days after notice shall have been given to the City by the Authority or the Trustee, or for such longer period as the Authority and the Trustee 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 City institutes curative action within the applicable period and diligently pursues that action to completion;

(d) The City shall: (A) (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) make a general assignment for the benefit of creditors outside the ordinary course of business; or (iv) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property; or (B) 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;

(e) Any representation or warranty made by the City or the Developer in this Agreement or any statement in any report, certificate, financial statement, in the Transaction Documents or any other instrument furnished in connection with this Agreement or with the issuance of the Series 2018C Bonds shall at any time prove to have been false or misleading in any material respect when made or given; or

(f) The Developer shall fail to observe and perform any other agreement, term, or condition contained in this Agreement or any other Transaction Document to which it is a party for a period of 30 days after notice shall have been given to the Developer by the Authority or Trustee, or for such longer period as the Authority and Trustee 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 Developer institutes curative action within the applicable period and diligently pursues that action to completion.

(g) The Developer shall: (A) (i) admit in writing its inability to pay its debts generally as they become due; (ii) file a petition in bankruptcy or a petition to take



advantage of any insolvency act; (iii) make a general assignment for the benefit of creditors outside the ordinary course of business; or (iv) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property; or (B) 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

Notwithstanding the foregoing, if, by reason of Force Majeure, the City, or the Developer is unable to perform or observe any agreement, term, or condition of this Agreement which would give rise to an Event of Default under subsection (c) or (f) above, neither the City nor the Developer shall be deemed in default during the continuance of such inability. But the City or the Developer, as applicable, shall promptly give notice to the Trustee and the Authority of the existence of an event of Force Majeure and shall use its best efforts to remove the effects of the event of Force Majeure; provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The term Force Majeure shall mean, 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; restraint of government and people; 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 City or Developer, as applicable; provided that inability to obtain necessary financing shall not constitute an event of Force Majeure.

The declaration of an Event of Default under subsection (d) or (g) 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) The Trustee may refuse to honor requests and orders from the Developer for the disbursement of funds from the Series 2018C Proceeds Subaccount in accordance with the Series 2018C Supplemental Indenture or this Agreement;

(b) The Trustee may exercise any or all or any combination of the remedies specified in the Indenture;



(c) The Authority, the ESID, or the Trustee may have access to, inspect, examine and make copies of the books, records, accounts, and financial data of the City and the Developer pertaining to the Special Assessments, if any, any other Assigned Special Assessments, any amounts required to be paid by the Developer under this Agreement, or the Project;

(d) The Authority or the ESID may pursue all remedies available to them under the Special Assessment Agreement; or

(d) The Authority, the ESID, or the Trustee may pursue all remedies now or after the date of this Agreement existing at law or in equity to collect all amounts then due and to become due under this Agreement to enforce the performance and observance of any other obligation or agreement of the City and the Developer under the Transaction Documents.

Notwithstanding the foregoing, none of the Trustee, the ESID, or the Authority shall 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 the Authority, the ESID, or the Trustee at no cost or expense to the Authority or the Trustee. Any amounts collected as Financing Payments or applicable to Financing Payments and any other amounts collected pursuant to action taken under this Section shall be deposited and applied in accordance with the provisions of the Indenture.

Section 7.3. No Remedy Exclusive. No remedy conferred upon or reserved to the Authority, the ESID, or the Trustee by this Agreement 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 after the date of this Agreement 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 of that right or power, but any right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority, the ESID, or Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

Section 7.4. Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default by the Developer occurs and the Authority, the City, the ESID, or the Trustee incurs expenses, including attorneys' fees, in connection with the enforcement of this Agreement against the Developer or the collection of sums due from the Developer under this Agreement, the Developer shall reimburse the Authority, the City, the ESID, and the Trustee, as applicable, for the reasonable expenses so incurred upon demand in the manner provided for Administrative Amounts. If any such expenses are not so reimbursed, the amount of the expenses, together with interest on that amount from the date of demand for payment at the Interest Rate for Advances, to the extent permitted by law, shall constitute indebtedness secured by this Agreement and in any action brought to collect that indebtedness or to enforce this Agreement, the Authority, the City, the ESID, or the Trustee, as applicable, shall be entitled to seek the recovery of those 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 the Authority, the ESID, or the Trustee to insist upon the strict performance by the City or the Developer of any provision of this Agreement shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the City or the Developer to observe or comply with any provision of this Agreement.

Section 7.6. Notice of Default. The City and the Developer shall notify the Trustee, the ESID, and the Authority promptly if either of them becomes aware of the occurrence of any Event of Default under this Agreement 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 Closing Date (i) until the payment in full of the Special Assessments or (ii) such time as all sums payable under this Agreement shall have been paid (except for obligations of the City and the Developer under Sections 5.2 and 5.3 of this Agreement, and the obligations of the Developer under Sections 2.4 and 7.4 of this Agreement, which shall survive any termination of this Agreement), whichever shall come earlier. Notwithstanding the foregoing, provided that the Series 2018C Bonds shall no longer be outstanding and all other sums under this Agreement have been paid, the City, the ESID, and the Authority, may by written instrument agree to terminate this Agreement except for Sections 2.4, 5.2, 5.3, and 7.4 of this Agreement, provided that the Authority, the ESID, and the City shall have complied with the provisions of Section 8.8 of this Agreement.

Section 8.2. Notices. All notices, certificates, requests, or other communications under this Agreement shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request, or other communication given under this Agreement to any of the Cooperative Parties shall also be given to each of the others, provided that the City shall provide to the Trustee any notice it receives pursuant to the Transaction Documents promptly, but in any event not later than five Business Days after the City's receipt. Any of the Cooperative Parties, by notice given under this Section, 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, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the Trustee shall most effectively approximate mailing, 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 the mailing. Except as otherwise provided in this Agreement, 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 Authority, the ESID, and the City contained in this Agreement and any other Transaction Documents to which they are a party 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 member, officer, agent, or employee of the Authority, the ESID, the Developer, the City, the Legislative Authority, the board of directors of the ESID, or the Council of the City, in other than his or her official capacity.

Section 8.4. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding in accordance with its terms upon, the Authority, the City, the ESID, the Developer, the Trustee, and their respective permitted successors and assigns; provided that this



Agreement may not be assigned by the City and the respective interests of the Authority under this Agreement may not be assigned by the Authority except by the Authority to Trustee pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment of Financing Payments. 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 Indenture, subsequent to the issuance of the Series 2018C Bonds and prior to all conditions provided for in the Indenture for release of the Series 2018C Supplemental Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered, or terminated except in accordance with the provisions of Article XI of the Basic Indenture. Any attempt to amend, change, modify, alter, or terminate this Agreement except as provided above shall be void.

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.

Section 8.7. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained in this Agreement 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 in this Agreement. That invalidity or unenforceability shall not affect any valid and enforceable application of the provision, covenant, obligation, or agreement, 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. Extent of Obligation.

(a) The obligations of the Authority 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 Authority 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 Authority, and neither the City, the Developer, the ESID, the Trustee, or any other party shall have any right to have taxes levied by the Authority for the payment of its obligations under this Agreement.

(b) 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 Authority, the Developer, the ESID, the Trustee, or any other party shall have any right to have taxes levied by the City for the payment of its obligations under this Agreement.



(c) The obligations of 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 within the meaning of Ohio Revised Code Section 2731.01 and shall be enforceable by mandamus, but only by the express beneficiaries of that covenant.

Section 8.9. Continuing Disclosure. The City and the Developer each agrees to provide to the Authority such information at the request of Authority as shall be sufficient to enable the Authority to comply with its respective continuing disclosure obligations under the Indenture or any continuing disclosure agreement entered into by Authority relating to the Series 2018C Bonds or any portion thereof.

Section 8.10. 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 or the Series 2018C Bonds is intended or shall be construed to give to any Person other than the Cooperative Parties and the Holders of the Series 2018C 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 in this Agreement. 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 2018C Bonds, as provided in this Agreement.

Section 8.11. 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.

(End of Article VIII)



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

Approved as to form and correctness: THE CITY OF COLUMBUS, OHIO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



COLUMBUS-FRANKLIN COUNTY FINANCE  
AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



LONG STREET ASSOCIATES, A REGISTERED  
LIMITED LIABILITY PARTNERSHIP

By: Long Street Associates Mgmt LLC  
Its: Managing Partner

By: \_\_\_\_\_  
Name: Brad J. DeHays  
Title: Manager



BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD, PERRY  
TOWNSHIP, WHITEHALL, WORTHINGTON REGIONAL ENERGY  
SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:  
COLUMBUS REGIONAL ENERGY SPECIAL  
IMPROVEMENT DISTRICT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



THE HUNTINGTON NATIONAL BANK,  
as Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## AUTHORITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, assistant secretary and fiscal officer of the Columbus-Franklin County Finance Authority, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2018 under the foregoing Agreement have been lawfully appropriated by the Legislative Authority of the Authority for such purposes and are in the treasury of the 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, Ohio Revised Code.

Dated: \_\_\_\_\_, 2018

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Fiscal Officer and Assistant Secretary-Treasurer  
Columbus-Franklin County Finance Authority



## CITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2018

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City Auditor  
City of Columbus, Ohio



## **EXHIBIT A**

### **Property**

The Property subject bears Franklin County Auditor Parcel ID No. 010-019942-00, and is more particularly described as follows:

[INSERT LEGAL DESCRIPTION]



## **EXHIBIT B**

### **Project**

The Project consists of the acquisition, construction, installation, equipping, and improvement of the following components to be incorporated into the buildings and improvements located on the Property, as described in **Exhibit A** to this Agreement, which constitute energy efficiency improvement and special energy improvement projects under Ohio Revised Code Section 1710.01(I):

<b>ECMs</b>	<b>Project Cost</b>	<b>Annual Energy Savings</b>	<b>Annual O&amp;M Savings</b>	<b>Simple Payback (yrs)</b>	<b>Useful Life (yrs)</b>
Interior LED Lighting	\$62,790	\$10,527	\$3,158	4.6	18
Envelope Upgrades	\$1,206,731	\$1,179	\$81,767	14.5	30
HVAC	\$369,820	\$24,594	\$7,378	11.6	15
Plumbing Fixtures	\$120,750	\$4,059	\$1,218	22.9	30
Energy Star Appliances	\$85,000	\$594	\$ -	143.1	15
Elevator	\$349,796	\$3,633	\$1,090	74.1	30
Design Costs	\$212,646	\$ -	\$ -	-	-
<b>Totals</b>	<b>\$2,407,533</b>	<b>\$44,587</b>	<b>\$94,611</b>	<b>17.3</b>	<b>24.2</b>



**EXHIBIT C**

**Schedule of Financing Payments**

[INSERT]



**EXHIBIT D**  
**DISBURSEMENT REQUEST FORM**

**STATEMENT NO. [ ] REQUESTING AND  
AUTHORIZING DISBURSEMENT OF FUNDS PURSUANT  
TO SECTION 3.8 OF THE COOPERATIVE AGREEMENT  
DATED AS OF [ ].**

Pursuant to Section 3.8 of the Cooperative Agreement dated as of [ ] (the “Cooperative Agreement”) among the Authority, the Developer, the City, and the Trustee, the undersigned Authorized Developer Representative hereby requests the Trustee, having custody of the Series 2018C PF Account, to pay to the Developer or the other person(s) listed on the disbursement schedule attached hereto as Appendix I (the “Disbursement Schedule”), the respective amounts specified in the Disbursement Schedule out of the moneys on deposit in the Series 2018C PF Account for the advances, payments and expenditures made in connection with the costs of the Series 2018C Project described in the Disbursement Schedule, all in accordance with Section 3.8 of the Cooperative Agreement (capitalized words and terms not otherwise defined herein having the meanings assigned to them in the Cooperative Agreement).

In connection with this request and authorization (the “Disbursement Request”), the undersigned hereby certifies that:

- (i) each of the representations and warranties made by the Developer in the Cooperative Agreement remains true and correct, in all material respects, as of the date of this Disbursement Request and no Event of Default by the Developer under the Cooperative Agreement exists;
- (ii) each item for which disbursement is requested by this Disbursement Request is properly payable out of the Series 2018C PF Account in accordance with the terms and conditions of the Cooperative Agreement and, except as otherwise noted, none of those items has formed the basis for any disbursement heretofore made from the Series 2018C PF Account;
- (iii) to the extent any portion of the payment requested is for construction work, the Developer has received and herewith delivers to the Trustee, conditional waivers of any mechanics’ or other liens with respect to such work;
- (iv) this Disbursement Request and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and



(v) this Disbursement Request constitutes the approval of the Developer of each disbursement hereby requested and authorized.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Developer  
Representative

Approved in accordance with the Cooperative Agreement:

Columbus-Franklin County Finance Authority:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



## APPENDIX I

DISBURSEMENT SCHEDULE TO STATEMENT NO. [\_\_\_\_]  
REQUESTING AND AUTHORIZING DISBURSEMENT OF  
FUNDS PURSUANT TO SECTION 3.8 OF THE COOPERATIVE  
AGREEMENT DATED AS OF [\_\_\_\_\_].

PAYEE

AMOUNT

PURPOSE

ACCOUNT



## **EXHIBIT E**

### **STATEMENT REQUESTING AND AUTHORIZING DISBURSEMENT OF FUNDS PURSUANT TO ARTICLE V OF THE AMENDED AND RESTATED TRUST INDENTURE DATED AS OF DECEMBER 1, 2007, SECTION 8 OF THE TWENTY-SEVENTH SUPPLEMENTAL TRUST INDENTURE DATED AS OF [DATE], 2018, AND SECTION 3.8 OF THE COOPERATIVE AGREEMENT DATED AS OF [DATE], 2018.**

Pursuant to: (i) Article V of the Amended and Restated Trust Indenture between the Columbus-Franklin County Finance Authority (the “Finance Authority”) and The Huntington National Bank, as trustee (the “Trustee”) dated as of December 1, 2007 (the “Master Indenture”); (ii) Section 8 of the Twenty-Seventh Supplemental Trust Indenture between the Finance Authority and Trustee dated as of [DATE], 2018 (the “Series 2018C Supplemental Indenture” and together with the Master Indenture, as it has been supplemented prior to the date hereof, the “Indenture”); and (iii) Section 3.8 of the Cooperative Agreement between the Finance Authority and Long Street Associates, A Registered Limited Liability Partnership (the “Developer”), the City of Columbus, Ohio (the “City”), and The Huntington National Bank, as trustee (the “Trustee”) dated as of [DATE], 2018, as the same may be amended, modified, or supplemented from time to time (the “Series 2018C Agreement”), the Finance Authority hereby requests and authorizes the Trustee, having custody of the Project Fund, including the Series 2018C PF Account therein, to pay to the Finance Authority or the other person(s) listed on the disbursement schedule attached hereto as Appendix I (the “Disbursement Schedule”), the respective amounts specified in the Disbursement Schedule out of the moneys on deposit in the Series 2018C PF Account, for the advances, payments and expenditures made in connection with the costs of issuance of the Bonds described in the Disbursement Schedule, all in accordance with Article V of the Indenture, Section 8 of the Series 2018C Supplemental Indenture, and Section 3.8 of the Series 2018C Agreement (with capitalized words and terms not otherwise defined herein having the meanings assigned to them in the Series 2018C Agreement).

In connection with this request and authorization (the “Disbursement Request”), the Finance Authority hereby certifies that:

(i) each item for which disbursement is requested by this Disbursement Request is a cost of issuance and is properly payable out of the Series 2018C PF Account of the Project Fund, in accordance with the terms and conditions of the Indenture, the Series 2018C Supplemental Indenture, and the Series 2018C Agreement and, except as otherwise noted, none of those items has formed the basis for any disbursement heretofore made from the Series 2018C PF Account of the Project Fund;

(ii) this Disbursement Request and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth



herein and shall constitute full warrant, protection, and authority to the Trustee for its actions taken pursuant hereto; and

(iii) this Disbursement Request constitutes the approval of the Finance Authority of each disbursement hereby requested and authorized.

COLUMBUS-FRANKLIN COUNTY

FINANCE AUTHORITY

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Jean Carter Ryan, President

Dated: [\_\_\_\_\_], 2018



## APPENDIX I

DISBURSEMENT SCHEDULE TO STATEMENT REQUESTING AND AUTHORIZING DISBURSEMENT OF FUNDS PURSUANT TO ARTICLE V OF THE AMENDED AND RESTATED TRUST INDENTURE DATED AS OF DECEMBER 1, 2007, SECTION 8 OF THE TWENTY-SEVENTH SUPPLEMENTAL TRUST INDENTURE DATED AS OF [DATE], 2018, AND SECTION 3.8 OF THE COOPERATIVE AGREEMENT DATED AS OF [DATE], 2018.

<u>PAYEE</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
<b>Total Disbursement:</b>		