

SPECIAL ASSESSMENT AGREEMENT
(ORC Sections 5721.33 and 9.482)

by and among

COUNTY TREASURER OF CUYAHOGA COUNTY, OHIO
(Treasurer),

And

CITY OF PARMA, OHIO
(City),

And

CITY OF BEDFORD, OHIO, CITY OF BEDFORD HEIGHTS, OHIO, CITY OF BEREA, OHIO, CITY OF BROOK PARK, OHIO, CITY OF BROOKLYN, OHIO, CITY OF CLEVELAND, OHIO, CITY OF CLEVELAND HEIGHTS, OHIO, CITY OF EAST CLEVELAND, OHIO, CITY OF EUCLID, OHIO, CITY OF FAIRVIEW, OHIO, CITY OF GARFIELD HEIGHTS, OHIO, CITY OF LAKEWOOD, OHIO, CITY OF MAPLE HEIGHTS, OHIO, CITY OF PARMA, OHIO, CITY OF PARMA HEIGHTS, OHIO, CITY OF SHAKER HEIGHTS, OHIO, CITY OF SOLON, OHIO, CITY OF SOUTH EUCLID, OHIO, CITY OF UNIVERSITY HEIGHTS, OHIO ADVANCED ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:

NORTHEAST OHIO ADVANCED ENERGY DISTRICT
(District),

And

MIDTOWN PARMA ACQUISITION LLC
(Owner),

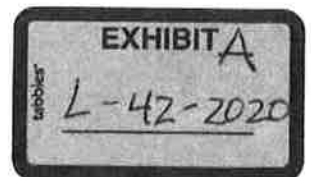
And

NORTHEAST OHIO PUBLIC ENERGY COUNCIL
(Collection Agent),

And

NEXTERA ENERGY MARKETING, LLC
(Investor)

Dated as of [], 2020



SPECIAL ASSESSMENT AGREEMENT

THIS SPECIAL ASSESSMENT AGREEMENT (this **Agreement**) is made effective as of [____], 20[____], by and among the County Treasurer of Cuyahoga County, Ohio (the **Treasurer**), the City of Parma, Ohio (the **City**), the City of Bedford, Ohio, City of Bedford Heights, Ohio, City of Berea, Ohio, City of Brook Park, Ohio, City of Brooklyn, Ohio, City of Cleveland, Ohio, City of Cleveland Heights, Ohio, City of East Cleveland, Ohio, City of Euclid, Ohio, City of Fairview, Ohio, City of Garfield Heights, Ohio, City of Lakewood, Ohio, City of Maple Heights, Ohio, City of Parma, Ohio, City of Parma Heights, Ohio, City of Shaker Heights, Ohio, City of Solon, Ohio, City of South Euclid, Ohio, City of University Heights, Ohio Advanced Energy Special Improvement District, Inc., doing business under the registered trade name Northeast Ohio Advanced Energy District (**District**), Midtown Parma Acquisition LLC (the **Owner**), and the Northeast Ohio Public Energy Council, as collection agent (the **Collection Agent**), and NextEra Energy Marketing, LLC (together with its permitted successors and assigns, the **Investor**).

BACKGROUND:

WHEREAS, the District was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to Resolution [____] of the City Council of the City approved on [____], 20[____]; and

WHEREAS, the Owner has determined that it is in its best interests to cause the acquisition and installation and subsequent operation of certain improvements, including but not limited to LED lighting, an energy efficient roof, energy efficient storefront glazing, and other related improvements (collectively, the **Project**) on the real property located within Cuyahoga County, Ohio (the **County**) and the City, and as more fully described in Exhibit A to this Agreement (the **Assessed Lands**); and

WHEREAS, the costs of the Project are being funded in part through an advance in the amount of \$500,000.00 (the **Project Advance**) to the Owner pursuant to an Energy Project Cooperative Agreement dated as of [____], 20[____] (the **Energy Project Cooperative Agreement**) among the District, the Collection Agent, the Investor, the Owner, and the City; and

WHEREAS, to secure the repayment of the principal of, and the payment of any premium, fees, and unpaid interest on, the Project Advance used to finance the Project (the **Project Costs**), (i) the Owner has signed and delivered to the Clerk of the Council a Petition to Add Territory to the Northeast Ohio Advanced Energy District and for Special Energy Improvement Project (the **Petition**) for the acquisition, construction, installation, equipment, and improvement of the Project and evidencing the Owner's agreement to the levy and collection of special assessments by the City (the **Special Assessments**) on the Assessed Lands, which are located within the District, in amounts sufficient to pay the Project Costs, and (ii) the City (a) has taken all the necessary actions required by Chapter 727 of the Ohio Revised Code, including, without limitation, the passage of the assessing ordinance pursuant to the requirements of Ohio Revised Code Section 727.25, for the levying of the Special Assessments and has caused or will

cause the Special Assessments to be certified to the County Fiscal Officer of Cuyahoga County, Ohio (the **County Fiscal Officer**) for collection by the Treasurer in annual installments, and (b) hereby has agreed to transfer to the Investor the payments of Special Assessments received to pay the Project Costs; and

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

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

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

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

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

WHEREAS, based on the Owner Consent and other considerations, at the request of the District, upon the occurrence of an Event of Default under the Energy Project Cooperative Agreement, the Treasurer and the City have agreed to foreclose the lien of the Special Assessments as soon as possible as described herein; and

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

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

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

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

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

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

Section 1. Special Assessments.

1.1 The Owner, prior to the execution and delivery of this Agreement, has signed and delivered to the Clerk of the Council the Petition for the acquisition, construction, installation, equipment and improvement of the Project and evidencing the agreement of the Owner to the levy of the Special Assessments as security for the Project Advance. The Owner agrees that its delivery of the Petition and the requests and agreements made therein are irrevocable and that the parties hereto have acted and will act in reliance on the agreements contained in that Petition. The City shall take all necessary actions required by Chapter 727 of the Ohio Revised Code to levy and collect the Special Assessments on the Assessed Lands. On [___], 20[___] the City passed Ordinance [___] pursuant to the requirements of Section 727.25 of the Ohio Revised Code for the levying of the Special Assessments (the **Assessing Ordinance**). The Clerk of the Council certified (or caused to be certified) the Assessing Ordinance to the County Fiscal Officer as set forth in the Petition.

1.2 The City shall cause the Special Assessments, as set forth in the Assessment Schedule attached to the Petition, to be certified to the County Fiscal Officer on or before the last date for the certification of special assessments to the County Fiscal Officer of each year during which the Special Assessments are to be levied pursuant to the Assessment

Schedule. The parties acknowledge that pursuant to such certification, the Special Assessments are expected to be collected and paid to the City pursuant to Ohio Revised Code Chapters 319, 321, 323, and 727.

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

1.4 To the extent that the Owner prepays any of the required payments to the Collection Agent, as agent for the Investor, pursuant to the Energy Project Cooperative Agreement, then the amounts of the Special Assessments shall be reduced in accordance with the appropriate Assessment Schedule attached to the Petition.

1.5 To facilitate the repayment of the Project Advance, the City, pursuant to Section 2.2 of the Energy Project Cooperative Agreement, assigned to the Investor all of its right, title, and interest in and to the Special Assessments, the funds of the City established to collect and hold the Special Assessment, and any other property received or to be received from the City under the Energy Project Cooperative Agreement. The Treasurer, the City, the District, the Owner, the Collection Agent, and the Investor each hereby acknowledges, agrees with, and consents to those assignments.

1.6 Pursuant to Section 2.5 of the Energy Project Cooperative Agreement, the District assigned to the Investor any and all of its right, title, and interest it may have in and to the Special Assessments related to the District actually received by or on behalf of the City under the Energy Project Cooperative Agreement. The Treasurer, the City, the District, the Owner, the Collection Agent, and the Investor each hereby acknowledges, agrees with, and consents to those assignments.

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

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

Section 2. Foreclosure Process.

2.1 The Treasurer, the City, the Collection Agent, the Investor, and the Owner each acknowledge that the Special Assessments are to secure payments relating to the Project Advance, including the Project Costs and other amounts as provided under the Energy Project Cooperative Agreement. The Treasurer hereby acknowledges that the City has assigned all of its right, title, and interest in and to the Special Assessments to the Investor, and that the District has assigned all of its right, title, and interest it may have in and to the Special Assessments to the Investor.

The Treasurer agrees that so long as the Project Advance is outstanding and the Project Costs and other amounts under the Energy Project Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, upon the Treasurer's receipt of written notice from the Collection Agent, the Investor or the District that an Event of Default (as defined under the Energy Project Cooperative Agreement, as applicable) has occurred and is continuing and which notice directs Treasurer to foreclose on the lien of the Special Assessments, the Treasurer will, not later than 60 days from the date of the Treasurer's certification of the delinquency of the Assessed Lands, file and diligently prosecute a foreclosure action against the Assessed Lands, following the procedures for lien foreclosures established in Ohio Revised Code Section 323.25 and related sections. The foreclosure action shall be to collect all Special Assessments then due and owing on the Assessed Lands in accordance with the Petition. Any notice provided to the County under this Section 2.1 shall also be provided to the Collection Agent, the Investor, and the District, as the case may be.

Without the prior written consent of the District and the Investor, the Treasurer will not confirm the sale of the Assessed Lands for an amount less than 100% of the amount of the Special Assessments and other general real estate taxes, payments in lieu of taxes, and assessments then due and owing with respect to the Assessed Lands, as shall be certified by the District to the Treasurer pursuant to the records of the Treasurer. All fees and expenses of the Treasurer in collecting the Special Assessments are to be included in any such actions or proceedings and paid for by the Owner.

2.2 The Treasurer hereby covenants and agrees that if any of the general real estate taxes, payments in lieu of taxes, assessments, including the Special Assessments, governmental charges, or penalties and interest on the Assessed Lands are delinquent and the Delinquent Tax Lien Sale Act would permit the Treasurer to negotiate the sale of Tax Certificates with respect thereto, the Treasurer will, prior to giving any notice under the Delinquent Tax Lien Sale Act of a sale of Tax Certificates with respect to the Assessed Lands, give written notice to the District, the Collection Agent, and the Investor regarding the same and state therein whether the Treasurer reasonably anticipates receiving no less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, originally levied and certified for collection plus other charges, including attorney's fees, or whether the Treasurer reasonably expects to receive less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including

the Special Assessments, penalties and interest, levied and certified for collection plus other charges, including attorney's fees, and in accordance with this Agreement is requesting the consent of the District and the Investor for such a sale. The Treasurer hereby agrees that so long as the Project Advance is outstanding and the Project Costs and other amounts under the Energy Project Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, the Treasurer will not sell or negotiate the sale of one or more Tax Certificates related to the Assessed Lands for an amount less than 100% of the amount levied and certified for collection without the prior written consent of the District and the Investor.

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

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

2.5 The District, the Collection Agent, and the Investor each hereby agrees that upon written notice from the Treasurer pursuant to Section 2.2 of this Agreement, it, within 30 days of receipt of the Treasurer's notice, shall give a written response to the Treasurer indicating therein whether it consents to the request for sale of a Tax Certificate or Tax Certificates.

2.6 No delay or failure of the District, the Collection Agent, or the Investor to give a written response shall be construed to be a consent to such request or to be a waiver of the right to give such consent. No consent or refusal thereof by the District, the Collection Agent, or the Investor in response to a request by the Treasurer shall extend to or affect any subsequent request of the Treasurer or shall impair the rights of the District, the Collection Agent, or the Investor with respect to any such subsequent request.

2.7 So long as the Project Costs are outstanding, the Treasurer hereby covenants and agrees (a) to remit to the Collection Agent, as agent for the Investor, as provided for herein, not more than 30 days from the date of collection by the Treasurer, any amounts collected with respect to the Assessed Lands as payment for delinquent Special Assessments, including any amounts collected from Tax Certificates; and (b) to the extent the Treasurer seeks and is appointed as receiver for the Assessed Lands, as provided for in Chapter 323 of the Revised Code, after payment of reasonable fees and expenses of the Treasurer, all amounts collected by the Treasurer, as receiver for the Assessed Lands and collected as a result of any delinquent Special Assessments, shall be remitted to the Investor.

2.8 Any written consent of the Investor given under this Section 2 may be given to the Treasurer on behalf of the Investor by the Collection Agent, and the Treasurer is entitled to rely on such consent if received from the Collection Agent.

Section 3. Indemnification by Owner

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

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

Section 4. Additional Agreements and Covenants.

4.1 The agreements of the parties hereafter with respect to the foreclosure process shall be a covenant running with the Assessed Lands and, so long as Project Costs are payable from or secured, at least in part, by the revenues derived from the Special Assessments, such covenant shall be binding upon the Assessed Lands (except as released as provided in the Owner Consents), the Owner, and any future owner of all or any portion of the Assessed Lands.

The Owner Consent and all other required documents and agreements shall be recorded with the County Fiscal Officer's Office, so that the agreements of the parties hereafter with respect to the foreclosure process established pursuant to this Agreement is a covenant running with, and is enforceable against, the Assessed Lands.

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

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

- | | |
|-----------------------------|---|
| If to City: | City of Parma, Ohio
6611 Ridge Road
Parma, Ohio 44129
Attention: Mayor |
| If to Treasurer: | County Treasurer
Cuyahoga County, Ohio
2079 E. 9 th Street
Cleveland, Ohio 44115 |
| If to the District: | Northeast Ohio Advanced Energy District
165 Center Road
Bedford, OH 441146
Attention: Jennifer Kuzma |
| With a Copy To: | J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215 |
| If to the Owner: | Midtown Parma Acquisition LLC
[]
[]
Attention: [] |
| If to the Collection Agent: | Northeast Ohio Public Energy Council |

31360 Solon Road, Suite 33
Solon, Ohio 44139
Attention: Executive Director

If to the Investor: NextEra Energy Marketing, LLC
P.O. Box 14000
700 Universal Boulevard
Juno Beach, Florida 33408
Attention: _____

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

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

(c) The Collection Agent and the Investor may each furnish any information concerning the Owner of the Assessed Lands in its possession from time to time to prospective Investor Assignees and Participants.

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

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

(Signature Pages Immediately Follow)

Approved as to form:

“CITY”
CITY OF PARMA, OHIO

Law Director

Name: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CITY OF PARMA, OHIO by _____, its _____, who acknowledged that such officer did sign the foregoing instrument and that the same is the free act and deed as such officer of such City.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

“DISTRICT”

CITY OF BEDFORD, OHIO, CITY OF BEDFORD HEIGHTS, OHIO, CITY OF BEREA, OHIO, CITY OF BROOK PARK, OHIO, CITY OF BROOKLYN, OHIO, CITY OF CLEVELAND, OHIO, CITY OF CLEVELAND HEIGHTS, OHIO, CITY OF EAST CLEVELAND, OHIO, CITY OF EUCLID, OHIO, CITY OF FAIRVIEW, OHIO, CITY OF GARFIELD HEIGHTS, OHIO, CITY OF LAKEWOOD, OHIO, CITY OF MAPLE HEIGHTS, OHIO, CITY OF PARMA, OHIO, CITY OF PARMA HEIGHTS, OHIO, CITY OF SHAKER HEIGHTS, OHIO, CITY OF SOLON, OHIO, CITY OF SOUTH EUCLID, OHIO, CITY OF UNIVERSITY HEIGHTS, OHIO ADVANCED ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A: NORTHEAST OHIO ADVANCED ENERGY DISTRICT

By: _____

Name: _____

Title: _____

STATE OF OHIO)
)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CITY OF BEDFORD, OHIO, CITY OF BEDFORD HEIGHTS, OHIO, CITY OF BEREA, OHIO, CITY OF BROOK PARK, OHIO, CITY OF BROOKLYN, OHIO, CITY OF CLEVELAND, OHIO, CITY OF CLEVELAND HEIGHTS, OHIO, CITY OF EAST CLEVELAND, OHIO, CITY OF EUCLID, OHIO, CITY OF FAIRVIEW, OHIO, CITY OF GARFIELD HEIGHTS, OHIO, CITY OF LAKEWOOD, OHIO, CITY OF MAPLE HEIGHTS, OHIO, CITY OF PARMA, OHIO, CITY OF PARMA HEIGHTS, OHIO, CITY OF SHAKER HEIGHTS, OHIO, CITY OF SOLON, OHIO, CITY OF SOUTH EUCLID, OHIO, CITY OF UNIVERSITY HEIGHTS, OHIO ADVANCED ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A: NORTHEAST OHIO ADVANCED ENERGY DISTRICT by _____, its _____, who acknowledged that such officer did sign the foregoing instrument and that the same is such officer’s free act and deed as such officer and of said district.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

[Signature Page to Special Assessment Agreement]

“OWNER”
MIDTOWN PARMA ACQUISITION LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MIDTOWN PARMA ACQUISITION LLC by _____, its _____, who acknowledged that such officer did sign the foregoing instrument and that the same is such officer’s free act and deed as such officer and of said company.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20__.

Notary Public

FISCAL OFFICER'S CERTIFICATE

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

Dated: _____, 2020

Fiscal Officer
City of Parma, Ohio

[Fiscal Officer Certificate to Special Assessment Agreement]

EXHIBIT A
DESCRIPTION OF ASSESSED LANDS

[See attached.]

Situated in the City of Parma, County of Cuyahoga, State of Ohio, described as follows:

PARCEL NO. 1: FEE SIMPLE (PPN'S 445-26-002 AND 009; 445-27-002,004,008,011 AND 014)

SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL PARMA TOWNSHIP LOT NO, 8 IN THE BLAKE TRACT AND MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF SNOW ROAD, 80 FEET WIDE, AS SHOWN BY THE DEDICATION PLAT OF SNOW ROAD WIDENING AND EXTENSION IN VOLUME 159 OF MAPS, PAGE 39 OF CUYAHOGA COUNTY RECORDS, AT ITS INTERSECTION WITH THE WESTERLY LINE OF SAID ORIGINAL LOT NO.8; THENCE ALONG SAID ORIGINAL LOT NO.8, NORTH 0 DEG 22' 49" WEST, A DISTANCE OF 476.20 FEET TO A 5/8" REBAR SET; THENCE NORTH 68 DEG 27' 51" EAST, A DISTANCE OF 395.82 FEET TO A 5/8" REBAR SET AND THE TRUE PLACE OF BEGINNING FOR TIN PARCEL HEREIN DESCRIBED; THENCE FROM THE TRUE PLACE OF BEGINNING NORTH 68 DEG 27' 51" EAST, A DISTANCE OF 15.00 FEET TO A 5/8" REBAR SET; THENCE NORTH 81 DEG 33' 27" EAST, A DISTANCE OF 44.16 FEET TO A 5/8" REBAR SET; THENCE NORTH 68 DEG 27' 51" EAST, A DISTANCE OF 62.00 FEET TO A 5/8" REBAR SET; THENCE SOUTH 64 DEG 23' 40" EAST, A DISTANCE OF 75.09 FEET TO A 5/8" REBAR SET; THENCE NORTH 68 DEG 27' 51" EAST, A DISTANCE OF 70.00 FEET TO A 5/8" REBAR SET; THENCE NORTH 34 DEG 46' 25" EAST, A DISTANCE OF 36.06 FEET TO A 5/8" REBAR SET; THENCE NORTH 65 DEG 14' 34" EAST, A DISTANCE OF 216.58 FEET TO A 5/8" REBAR SET; THENCE SOUTH 64 DEG 42' 54" EAST, A DISTANCE OF 101.36 FEET TO A 5/8" REBAR SET; THENCE NORTH 44 DEG 03' 52" EAST, A DISTANCE OF 51.80 FEET TO A 5/8" REBAR SET; THENCE SOUTH 76 DEG 32' 09" EAST, A DISTANCE OF 347.36 FEET TO A 5/8" REBAR SET; THENCE SOUTH 5 DEG 38' 47" WEST, A DISTANCE OF 36.72 FEET TO A 5/8" REBAR SET; THENCE SOUTH 62 DEG 30' 39" EAST, A DISTANCE OF 128.43 FEET TO A MAG NAIL SET; THENCE SOUTH 13 DEG 27' 51" WEST, A DISTANCE OF 8.30 FEET TO A R.R. SPIKE FOUND; THENCE SOUTH 76 DEG 32' 09" EAST, A DISTANCE OF 36.00 FEET TO A MAG NAIL SET; THENCE SOUTH 13 DEG 27' 51" WEST, A DISTANCE OF 0.35 FEET TO A MAG NAIL SET; THENCE SOUTH 72 DEG 31' 39" EAST, A DISTANCE OF 255.24 FEET TO A POINT A RAILROAD SPIKE FOUND 0.00 NORTH AND 0.10 EAST THEREFROM; THENCE NORTH 77 DEG 24' 56" EAST, A DISTANCE OF 160.96 FEET TO A P.K. NAIL FOUND IN THE WESTERLY RIGHT OF WAY OF BROADVIEW ROAD, 30 FEET WIDE; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 15 DEG 50' 59" EAST, A DISTANCE OF 30.05 FEET TO A MAG NAIL SET THEREIN; THENCE SOUTH 77 DEG 24' 56" WEST, A DISTANCE OF 192.96 FEET TO A MAG NAIL SET; THENCE SOUTH 0 DEG 50' 41" EAST, A DISTANCE OF 206.15 FEET TO A MAG NAIL SET; THENCE SOUTH 89 DEG 09' 19" WEST, A DISTANCE OF 117.41 FEET TO A MAG NAIL SET ON THE NORTHEASTERLY CORNER OF A PARCEL OF LAND DEEDED TO B.B.F., INC. IN VOLUME 12598, PAGE 261 OF CUYAHOGA COUNTY RECORDS; THENCE

ALONG THE NORTH AND WEST LINES OF SAID B.B.F., INC. PARCEL THE FOLLOWING TWO COURSES AND DISTANCES: THENCE SOUTH 88 DEG 21' 43" WEST, A DISTANCE OF 150.00 FEET TO A 5/8" REBAR SET; THENCE SOUTH 1 DEG 32' 9" EAST, A DISTANCE OF 200.00 FEET TO A 5/8" REBAR SET IN THE NORTH RIGHT OF WAY LINE OF AFORESAID SNOW ROAD (PASSING OVER AN I.P. AT 199.60 FEET); THENCE ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT AN ARC DISTANCE OF 282.46 FEET HAVING A CENTRAL ANGLE OF 01 DEG 24' 27", RADIUS OF 11,499.16 FEET, TANGENT OF 141.23 FEET, CHORD OF 282.45 FEET, BEARING SOUTH 87 DEG 19' 32" WEST TO A POINT OF TANGENCY THEREIN (A " + CUT IN WALK FOUND 0.00' NORTH 0.33' WEST THEREFROM); THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 86 DEG 37' 19" WEST, A DISTANCE OF 164.15 FEET TO A 5/8" REBAR SET AT A POINT OF CURVE THEREIN; THENCE ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 461.65 FEET HAVING A CENTRAL ANGLE OF 02 DEG 18' 59", RADIUS OF 11,419.16 FEET, TANGENT OF 230.86 FEET, CHORD OF 461.62 FEET, BEARING SOUTH 87 DEG 44' 27" WEST TO A 5/8" REBAR SET THEREIN; THENCE NORTH 1 DEG 32' 09" WEST, A DISTANCE OF 313.16 FEET TO A RAILROAD SPIKE SET; THENCE NORTH 21 DEG 32' 09" WEST, A DISTANCE OF 326.85 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 16.5570 ACRES MORE OR MORE LESS AS SURVEYED BY GASKILL & ASSOCIATES, INC., APRIL 1997.

THE LAND DESCRIBED ABOVE IS FURTHER KNOWN AS THE WEST SIDE MIDTOWN, LTD.

PARCEL AS SHOWN ON THE CONSOLIDATION PLAT FOR MIDTOWN EXTENSION, LTD AND WEST SIDE MIDTOWN, LTD. FILED FOR RECORD IN VOLUME 284 OF MAPS, PAGE 93 OF CUYAHOGA COUNTY RECORDS, AS APPEARS BY SAID PLAT.

PARCEL NO. 2 FEE SIMPLE (PPN'S 445-26-004, 005, 006, 010 AND 011)

SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING A PART OF ORIGINAL PARMA TOWNSHIP LOT NO. 8, IN THE BLAKE TRACT, AND MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

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AFORESAID SNOW ROAD; THENCE ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 136.22 FEET HAVING A CENTRAL ANGLE OF 00 DEG 41' 00", RADIUS OF 11,419.16 FEET, TANGENT OF 68.11 FEET, CHORD OF 136.21 FEET, BEARING S 89 1)130 14' 27" W TO A 5/8" REBAR SET AT A POINT OF TANGENCY THEREIN; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE 89 DEG 34' 56" W.A DISTANCE OF 232.21 FEET TO A DRILL SET IN WALK; THENCE N 00 DEG 22' 49" W, A DISTANCE OF 125.00 FEET TO A MAG NAIL SET; THENCE S 89 DEG 34' 56" W, A DISTANCE OF 125.00 FEET (PASSING OVER A MAG NAIL SET AT 115.00 FEET) TO THE TRUE PLACE OF BEGINNING AND CONTAINING 5.5660 ACRES OF LAND MORE OR LESS, AS SURVEYED BY GASKILL & ASSOCIATES, INC., APRIL 1997.

THE LAND DESCRIBED ABOVE IS FURTHER KNOWN AS THE MIDTOWN EXTENSION, LTD.

PARCEL AS SHOWN ON THE CONSOLIDATION PLAT FOR MIDTOWN EXTENSION, LTD AND WEST SIDE MIDTOWN, LTD. FILED FOR RECORD IN VOLUME 284 OF MAPS, PAGE 93 OF CUYAHOGA COUNTY RECORDS, AS APPEARS BY SAID PLAT.

PARCEL NO. 3: EASEMENT

DECLARATION OF EASEMENT FOR DRIVEWAY ENCROACHMENT AND GAS LINE BY AND BETWEEN JOSEPH N. SALEMI, AS TRUSTEE OF THE DONER TRUST DATED FEBRUARY 3, 1992, AND WEST SIDE MIDTOWN LTD. FILED FOR RECORD JUNE 2, 2005 AND BEING CUYAHOGA COUNTY RECORDER'S AFN 200506020620.

Together with that certain Reciprocal Easement Agreement, by and between The West Side Land Co., an Ohio corporation, Forest City Enterprises, Inc., an Ohio corporation, Milton A. Wolf and Roslyn Wolf, and Harlan E. Sherman and Judith Sherman, filed for record February 8, 1967 in Volume 11893, Page 637, of the Cuyahoga County Records.

Together with that certain Party Wall Agreement, by and between Paul Lipman, Trustee, Forest City Enterprises, Inc., an Ohio corporation, Milton A. Wolf and Roslyn Wolf, and Harlan E. Sherman and Judith Sherman, filed for record December 12, 1967 in Volume 12182, Page 165, of the Cuyahoga County Records.

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EXHIBIT B

OWNER CONSENT

(Affidavit of Facts Relating to Title Made Pursuant to O.R.C. §5301.252)

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

The undersigned is the _____ of Midtown Parma Acquisition LLC, an Ohio limited liability company (the "Owner").

This Owner Consent, dated as of _____, 2020, is given by the Owner pursuant to the Special Assessment Agreement dated as of _____, 2020 (the "Agreement") by and among the County Treasurer of Cuyahoga County, Ohio (the "Treasurer"), the City of Parma, Ohio (the "City"), the City of Bedford, Ohio, City of Bedford Heights, Ohio, City of Berea, Ohio, City of Brook Park, Ohio, City of Brooklyn, Ohio, City of Cleveland, Ohio, City of Cleveland Heights, Ohio, City of East Cleveland, Ohio, City of Euclid, Ohio, City of Fairview, Ohio, City of Garfield Heights, Ohio, City of Lakewood, Ohio, City of Maple Heights, Ohio, City of Parma, Ohio, City of Parma Heights, Ohio, City of Shaker Heights, Ohio, City of Solon, Ohio, City of South Euclid, Ohio, City of University Heights, Ohio Advanced Energy Special Improvement District, Inc., doing business under the registered trade name Northeast Ohio Advanced Energy District (the "District"), the Northeast Ohio Public Energy Council (the "Collection Agent"), NextEra Energy Marketing, LLC (together with its permitted successors and assigns under the Agreement, the "Investor"), and the Owner. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

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

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

expedited foreclosure process with respect to the lien of the Special Assessments then due and owing with respect to the Assessed Lands, as provided in the Agreement.

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

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

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

(Signature Page Immediately Follows)

Further affiant sayeth naught.

“OWNER”

MIDTOWN PARMA ACQUISITION LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MIDTOWN PARMA ACQUISITION LLC by _____, its _____, who acknowledged that they did sign the foregoing instrument and that the same is such officer’s free act and deed as such officer and of said limited liability company.

The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public

This instrument was prepared by:

J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

[Signature Page to Owner Consent]

EXHIBIT 1
DESCRIPTION OF ASSESSED LANDS

[See attached.]

Situated in the City of Parma, County of Cuyahoga, State of Ohio, described as follows:

PARCEL NO. 1: FEE SIMPLE (PPN'S 445-26-002 AND 009; 445-27-002,004,008,011 AND 014)

SITUATED IN THE CITY OF PARMA, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL PARMA TOWNSHIP LOT NO, 8 IN THE BLAKE TRACT AND MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

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EXHIBIT 2

SCHEDULE OF SPECIAL ASSESSMENTS

Special Assessment Payment Date*	Special Assessment Payment Amount for Parcel 445-26-002**	Special Assessment Payment Amount for Parcel 445-26-004**
January 31, 2021	\$24,061.44	\$8,020.50
July 31, 2021	24,061.44	8,020.50
January 31, 2022	24,061.44	8,020.50
July 31, 2022	24,061.44	8,020.50
January 31, 2023	24,061.44	8,020.50
July 31, 2023	24,061.44	8,020.50
January 31, 2024	24,061.44	8,020.50
July 31, 2024	24,061.44	8,020.50
January 31, 2025	24,061.44	8,020.50
July 31, 2025	24,061.44	8,020.50
January 31, 2026	24,061.44	8,020.50
July 31, 2026	24,061.44	8,020.50
January 31, 2027	24,061.44	8,020.50
July 31, 2027	24,061.44	8,020.50
January 31, 2028	24,061.44	8,020.50
July 31, 2028	24,061.44	8,020.50
January 31, 2029	24,061.44	8,020.50
July 31, 2029	24,061.44	8,020.50

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

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

