

TERM SHEET
between
DEVELOPMENT FINANCE AUTHORITY OF SUMMIT COUNTY,
SUMMIT-FAIRLAWN BROADBAND REGIONAL COUNCIL OF GOVERNMENTS,
COUNTY OF SUMMIT, OHIO
and
CITY OF FAIRLAWN, OHIO

June _____, 2024

The following non-binding term sheet (“Term Sheet”) is entered into by and amongst the Development Finance Authority of Summit County (“Authority”), the Summit-Fairlawn Broadband Regional Council of Governments (“COG”), the County of Summit, Ohio (“County”), and the City of Fairlawn, Ohio (“City” and, together with the Authority, COG and County, the “Cooperative Parties”). Nothing contained in this Term Sheet will be binding on any party unless and until incorporated into definitive agreements as set forth below and agreed to by the parties in writing.

1. Project Summary

The Cooperative Parties intend to cooperate and collaborate with one another to undertake the design, acquisition, installation, construction and development of an approximately 130-mile fiber-optic ring (“Fiber Ring”) throughout Summit County, Ohio, as well as a modular data center (“Data Center”) for the mutual benefit of the Cooperative Parties and the residents and businesses of Summit County, Ohio (the “Project”). In undertaking the Project, the Cooperative Parties intend to install the Fiber Ring along the route set forth on Exhibit A, attached hereto and incorporated herein. Furthermore, the Cooperative Parties intend to install the Data Center in proximity to 3300 Fairlawn Service Drive, Fairlawn, Ohio 44333. Both the Fiber Ring and the Data Center will be utilized by the Cooperative Parties for public purposes, including, but not limited to, economic development, workforce development, public service and public safety. Furthermore, the Cooperative Parties intend to leverage the Fiber Ring and Data Center in a public-private partnership with one or more entities that own and/or are willing to construct “last-mile” fiber throughout Summit County, Ohio for the purpose of providing broadband internet to the residents and businesses of Summit County.

As set forth herein, in undertaking the Project, the Cooperative Parties intend to modify and amend the prior cooperative agreement dated August 23, 2022, and the ancillary leases, operation management and maintenance agreements, and other agreements previously entered into by and between the COG, County and City concerning the construction and operation of a fiber ring and data center in Summit County (“Original Cooperative Documents”).

The Cooperative Parties intend to memorialize the terms of this Term Sheet in a Cooperative Agreement, certain other agreements set forth in the Cooperative Agreement, and amendments to the Original Cooperative Documents (the “Operative Documents”), all of which will effectuate the transactions set forth in this term sheet. The terms of this Term Sheet are non-binding until such time as they are reduced to writing in the form of the Operative Documents, and the Operative Documents are duly approved by the board or legislative authority of each of the Cooperative Parties.

2. Fiber Ring

The Authority will undertake the construction and installation of the Fiber Ring portion of the Project as set forth in this Section. The County will deliver to the Authority all plans and specifications related to the design of the Fiber Ring in the County's possession, as well as all equipment and material previously or to-be purchased by the County for the Fiber Ring. The County will further grant to the Authority the funds necessary to construct and instal the Fiber Ring. Upon completion, the Authority will be the owner of the Fiber Ring and will enter into a master lease of the same with the County, who will then sublease the same to the COG, upon the terms and conditions set forth herein.

a. Design: The County has previously procured and undertaken the design of the Fiber Ring and is in possession of the complete plans and specifications for the Fiber Ring. As part of the Cooperative Agreement, the County will grant the Authority all rights and interest in and to the plans and specifications necessary for the Authority to undertake the construction and installation of the Fiber Ring.

b. Fiber Ring Equipment and Materials: The County has previously purchased substantially all of the equipment and materials necessary for the construction and installation of the Fiber Ring, which is itemized on Exhibit B, attached hereto. (the "Fiber Ring Equipment and Materials"). The Cooperative Agreement will provide for the County to grant to the Authority the Fiber Ring Equipment and Materials incrementally as the same is needed by the Authority to undertake and complete the Fiber Ring. All Fiber Ring Equipment and Materials granted to the Authority by the County will be inventoried, tagged, itemized and accounted for on a monthly basis during the period of construction and installation. Additionally, the parties anticipate that additional Fiber Ring Equipment and Materials will need to be purchased for the construction and installation of the Fiber Ring. The County will purchase such additional Fiber Ring Equipment and Materials as the same becomes necessary and provide the same to the Authority in the same manner set forth herein.

Said Fiber Ring Equipment and Materials are currently stored at 3300 Fairlawn Service Drive and 951 S. Cleveland-Massillon Road in Fairlawn, Ohio, and access to those locations will be made available to the Authority and all contractors and agents of the Authority needed to complete the construction and installation of the Fiber Ring as set forth below. All Fiber Ring Equipment and Materials will be signed out by the contractors and agents of the Authority as provided for in the Cooperative Agreement, and all Fiber Ring Equipment and Material placed into service will

continued to be tagged for the purpose of identifying its location in the future.

c. Procurement of
Construction Agreement:

Upon or before the execution of the Cooperative Agreement, the Authority will procure a construction agreement (“Fiber Ring Contractor Agreement”) with a qualified contractor for the construction and installation of the Fiber Ring (“Fiber Ring Contractor). The Authority will identify and short-list at least 5 firms that the Authority, County and City mutually agree are responsible and qualified to serve as the Fiber Ring Contractor. Thereafter, the Authority will solicit bids by distributing an invitation to bid, plans and specifications, and ancillary bidding documents to each of the short-listed firms, requesting bids from each. Upon receipt of the bids from the short-listed firms, the Authority, County and City will review the same and the Authority will award the Fiber Ring Contractor Agreement to the lowest responsive and responsible bidder as determined mutually by the Authority, County and City to serve as the Fiber Ring Contractor.

The bid packet, comprised of the invitation to bid, plans and specifications, and ancillary bidding documents, will be prepared jointly between the Authority, County and City and will be approved by each prior to solicitation of bids. At a minimum, the ancillary bidding documents will include an EEO Compliance Certificate, Non-collusion Affidavit, Declaration of Personal Property Tax Delinquency, and Declaration of Real Property Tax Delinquency, all to be completed and submitted by the bidders. All bidders must also be registered in SAM.gov and provide a unique entity identifier number. All bids must be accompanied by a bid bond or a cashier’s check in the amount of 3% of the bid. All labor bid by bidders must be at Davis-Bacon wage rates.

The Fiber Ring Contractor Agreement will be entered into between the Authority and Fiber Ring Contractor, and will be an AIA form agreement, with such modifications as will be agreed to by and between the Authority, County and City. The Fiber Ring Contractor Agreement will require a performance bond, two-year maintenance bond and insurance coverages agreed-upon by the Authority, County and City.

d. Procurement of Construction
Management & Inspection
Services Agreement:

Upon or before the execution of the Cooperative Agreement, the Authority will procure a construction management and inspection services agreement (“Construction Management Agreement”) with a qualified firm for construction management

and inspection services related to the construction and installation of the Fiber Ring (“Construction Manager”). The Authority will identify and short-list at least 5 firms that the Authority, County and City mutually agree are responsible and qualified to serve as the Construction Manager. Thereafter, the Authority will solicit proposals by distributing a request for proposals to each of the short-listed firms, requesting proposals from each. Upon receipt of the proposals from the short-listed firms, the Authority, County and City will review the same and the Authority will award the Construction Management Agreement to the most qualified firm as determined mutually by the Authority, County and City, and thereafter shall negotiate the fee for the construction management and inspection services to be provided by that firm. The request for proposals will be prepared jointly between the Authority, County and City and will be approved by each prior to solicitation of proposals.

The solicitation for proposals shall include an EEO Compliance Certificate, Non-collusion Affidavit, Declaration of Personal Property Tax Delinquency, and Declaration of Real Property Tax Delinquency, all to be completed and submitted by the firms submitting proposals. All firms submitting proposals must also be registered in SAM.gov and provide a unique entity identifier number.

The Construction Management Agreement shall be in a form agreed to by the Authority, County and City.

e. Construction of Fiber Ring: The Cooperative Parties anticipate the Authority entering into the Fiber Ring Contractor Agreement and the Construction Management Agreement on or before September 30, 2024. Thereafter, the Authority will undertake and complete the construction and installation of the Fiber Ring with all reasonable diligence utilizing the services of the Fiber Ring Contractor and Construction Manager. The Cooperative Parties anticipate that the construction and installation of the Fiber Ring will be completed on or before December 31, 2026. In the event of delays, the Cooperative Parties will use reasonable good faith efforts to resolve issues causing said delays in coordination with the Fiber Ring Contractor and Construction Manager.

f. Construction Oversight: The Authority will contract with an individual with owner’s representative experience to serve as the owner’s representative of the Authority (the “Owner’s Representative”) to manage, on a day-to-day basis, the construction and installation of the Fiber Ring. Further, the County has contracted with the City for the City’s Service Director to serve as its representative (“Lessee’s Representative”) The Owner’s Representative will conduct

weekly Project progress meetings with the Fiber Ring Contractor, Construction Manager and Lessee's Representative, together with representatives of the Authority, County and City. In general, it is anticipated by the Cooperative Parties that the construction and installation of the Fiber Ring will be overseen primarily by the Owner's Representative and Lessee's Representative, who will also manage and resolve any issues related to the construction and installation of the Fiber Ring. However, the Authority, County and City will each appoint a representative of their respective organizations to whom the Owner's Representative and Lessee's Representative may elevate issues and shall otherwise serve as final decision-makers for those parties.

- g. Grant for Fiber Ring Costs: Contemporaneous with the execution of the Cooperative Agreement, the Authority and County will enter into a grant agreement (the "Grant Agreement") whereby the County will grant to the Authority all sums necessary for the Authority to undertake and complete the construction and installation of the Fiber Ring, including, but not limited to, (i) all costs under the Authority's agreement with the Fiber Ring Contractor, (ii) all costs under the Authority's agreement with the Construction Manager, and (iii) all costs for the Owner's Representative.

Additionally, the Grant Agreement will provide for a payment from the County to the Authority of \$100,000.00 upon execution of the Grant Agreement, plus a monthly fee during the time of construction and installation of the Fiber Ring of \$2,500.00, which will be paid by the County as a lump sum of \$60,000.00, assuming a 24-month construction period, at the time of execution of the Grant Agreement. These fees are in addition to the fee to be paid by the County to the Authority upon execution of this Term Sheet, as provided, below.

The Grant Agreement will be executed by and between the County and the Authority in the initial amount not to exceed \$35,500,000.00. Following the execution of the agreements with the Fiber Ring Contractor, Construction Manager and Owner's Representative, the Authority and County will execute an amendment to the Grant Agreement to revise the amount of the granted funds to equal the total contract sums of the same, plus the fees set forth above. In addition to the fees set forth above, the Grant Agreement will require the County to deposit an initial sum of \$5 million with the Authority, of which \$3 million will be deposited into a reserve fund by the Authority to be used in the event the County does not timely disburse funds as set forth herein. The other \$2 million will be used by the Authority to pay for costs of the construction and installation of the Fiber Ring.

Additionally, as the construction and installation of the Fiber Ring is undertaken, the Authority will, from time to time, request that the County disburse to the Authority additional sums that will be used by the Authority to pay all costs of the Project as they are incurred. Furthermore, the Grant Agreement will provide for the amendment of the same by the Authority and County to cover change orders and other additional costs of the construction and installation of the Fiber Ring. Upon the final completion of the construction and installation of the Fiber Ring, any sum on remaining deposit with the Authority in the reserve fund will be promptly returned and paid to the County. Additionally, the reserve fund will be held by the Authority in an interest bearing account, with all interest earnings accruing for the benefit of the reserve fund.

- h. Prevailing Wage: The construction and installation of the Fiber Ring will be undertaken with Davis Bacon prevailing wage rates. The County will be responsible for appointing an individual to serve as the prevailing wage coordinator for the construction and installation of the Fiber Ring.
- i. Permits and Easements: In undertaking the construction and installation of the Fiber Ring, the County will grant to the Authority all rights and permissions to use any permits and approvals already obtained by the County from all governmental, utility, railroad or other authorities, including, but not limited to road opening permits, crossing permits, easements, and right-of-way permits. Additionally, in the event any such authorities require the Authority to obtain any such road opening permits, crossing permits, easements, and right-of-way permits, the County will cooperate with the Authority to assign, transfer, or otherwise assist the Authority in applying for and obtaining the same. Furthermore, to the extent the Fiber Ring Contractor must apply for and obtain any such permits and approvals, the County and Authority shall assist the Fiber Ring Contractor as necessary, however, it is anticipated all costs for the same should be paid by the Fiber Ring Contractor as and included as costs in the Fiber Ring Contractor Agreement.
- j. Insurance: The Cooperative Agreement will provide for the County to maintain throughout the construction and installation of the Fiber Ring, property and casualty insurance and general liability insurance, naming the Authority as an additional insured. The County and Authority will mutually determine what other additional insurance coverages are necessary and proper during the construction and installation of the Fiber Ring, and the County will procure and maintain the same.

- k. Master Lease of Fiber Ring: Contemporaneous with the execution of the Cooperative Agreement, the Authority and County will enter into a lease agreement whereby the Authority will lease the Fiber Ring and all appurtenant rights thereto to the County (the "Fiber Ring Master Lease"), pursuant to the following terms:
- i. Term and Termination: 99 years, commencing upon the execution of the Fiber Ring Master Lease. The County may terminate the Fiber Ring Master Lease early by exercising its option to purchase in accordance with the terms set forth below.
 - ii. Base Rent: \$1.00 per year, payable entirely in advance at the commencement of the Term.
 - iii. Additional Rent: As additional rent, County will pay all costs to operate, maintain and repair the Fiber Ring. Furthermore, the County will pay to the Authority as part of the additional rent an administrative fee of \$5,000.00 for each lease year of the Term, with said fee being terminated for all future years in the event the County terminates the lease early by exercising its purchase option.
 - iv. Operation, Maintenance and Repair: The County will be responsible for operating, maintaining and repairing the Fiber Ring.
 - v. Alterations: The County will be permitted to undertake any alterations to the Fiber Ring, at County's cost, upon approval of the Authority, which will not be unreasonably withheld.
 - vi. Insurance: The County will be required to maintain property and casualty insurance and general liability insurance, naming the Authority as an additional insured. The County and Authority will mutually determine what other additional insurance coverages are necessary and proper during the term of the Fiber Ring Master Lease, and the County will procure and maintain the same.
 - vii. Assignment and Subletting: The County will be permitted to assign and sublet the Fiber Ring Master Lease, including, but not limited to the COG (see below).
 - viii. Purchase Option: The County may elect to purchase the Fiber Ring by delivering written notice of its election to purchase the same no sooner than December 1, 2028 to the Authority. Said notice shall state the date for the closing of the purchase of the Fiber Ring, which shall be at least thirty (30) days after

the date of the notice, and no sooner than the fifth (5th) anniversary of the date of the substantial completion of the first segment of the Fiber Ring running between two nodes, which the parties anticipate to take six (6) months to complete and be roughly ¼ of the Fiber Ring. If exercised, the purchase price of the Fiber Ring will be \$100.00, less any pre-paid but not-yet due payment of base rent.

I. Sublease of Fiber Ring:

The County and COG will enter into a sublease agreement whereby the County will sublease the Fiber Ring and all appurtenant rights thereto to the COG as a sublease of the County's interests as lessee under the Fiber Ring Master Lease (the "Fiber Ring Sublease"), pursuant to the following terms:

- i. Term and Termination: 99 years, commencing upon the concurrent execution of the Fiber Ring Master Lease and Fiber Ring Sublease. If the County elects to purchase the Fiber Ring during the term, then the sublease will automatically convert to a lease and the County will assume the role of the lessor and the COG will assume the role of lessee.
- ii. Base Rent: \$1.00 per year, payable entirely in advance at the commencement of the Term.
- iii. Additional Rent: As additional rent, the COG will, as the County's sublessee, pay all costs to operate, maintain and repair the Fiber Ring.
- iv. Operation, Maintenance and Repair: The COG will, as the County's sublessee, be responsible for operating, maintaining and repairing the Fiber Ring.
- v. Alterations: The COG will be permitted to undertake any alterations to the Fiber Ring, at the COG's cost, upon approval of the County, which will not be unreasonably withheld, and upon approval of the Authority per the Fiber Ring Master Lease.
- vi. Insurance: The COG will be required to maintain property and casualty insurance and general liability insurance, naming the County and the Authority as an additional insured. Furthermore, to the extent the Authority and County require any additional insurance coverages, the COG will procure and maintain the same.
- vii. Assignment and Subletting: The COG will be permitted to further assign and sublet the Fiber Ring upon terms and

conditions that will be established and set forth in the Fiber Ring Sublease.

m. Leases of Existing
Fiber Assets:

The County is the owner of certain fiber optic assets already existing within Summit County, and will construct additional fiber assets separate from the Fiber Ring during the construction of the Fiber Ring, all of which is depicted on Exhibit C, attached hereto and incorporated herein by reference (“Additional County Fiber”). The City is the owner of certain fiber optic assets already existing within Summit County (outside the City’s boundaries) that are separate from the Fiber Ring, all of which is depicted on Exhibit D, attached hereto and incorporated herein by reference (“Additional City Fiber”). The Cooperative Agreement will provide for the County to lease the Additional County Fiber to the COG and the City to lease the Additional City Fiber to the COG. Such leases shall be for a term of 99 years and shall be upon terms no less favorable than the terms of the sublease of the Fiber Ring from the County to the COG. Such leases will acknowledge the leases or other agreements in existence at the time of execution of the leases with the COG and shall contain provisions precluding the County and City from using the Additional County Fiber and Additional City Fiber, respectively, after the execution of the leases in a manner that is competitive with the financial interests of the COG, including, but not limited to, entering into future leases or similar agreements that could otherwise have been entered into by the COG to provide broadband services to residents and businesses within Summit County.

3. Data Center

In addition to the Fiber Ring, the Cooperative Parties anticipate acquiring and installing the Data Center, which will be a modular data center located on City-owned land in proximity to 3300 Fairlawn Service Drive, Fairlawn, Ohio 44333 for the purposes set forth above. The Data Center will be owned by the Authority and leased to the County, who will then sublease the same to the COG. The COG will then enter into separate sub-subleases with the County and City to sublease portions of the Data Center to the City and County, similar to what the City, County and COG agreed to in the Original Cooperative Documents.

a. Procurement of
Data Center:

The Cooperative Parties have determined, after reviewing pertinent information on various data center options, that the acquisition and installation of a modular data center is in their collective best interest. Accordingly, the Authority will enter into a purchase agreement with a modular data center manufacturer upon terms and specifications mutually agreed to by the Cooperative Parties, the cost of which will be paid for by the

Authority using the proceeds of a grant from the County (see below).

b. Installation of Data Center:

The Authority will undertake and complete the acquisition and installation of the Data Center with all reasonable diligence. The Authority will also enter into any agreements necessary for any ancillary work related to the installation of the Data Center. The Cooperative Parties will establish a timeline for the acquisition and installation of the Data Center, and, in the event of delays, the Cooperative Parties will use reasonable good faith efforts to resolve issues causing said delays.

c. Oversight of Installation of Data Center:

Oversight of the installation of the Data Center will operate in the same fashion as the construction and installation of the Fiber Ring. In general, the Data Center installation will be overseen primarily by the Owner's Representative and Lessee's Representative, who will also manage and resolve any issues related to the installation of the Fiber Ring. The representatives appointed by the Authority, County and City for decision-making on the construction and installation of the Fiber Ring will also serve as final decision-makers for the installation of the Data Center.

d. Funding the Data Center Costs:

The County intends to finance the costs of the acquisition and installation of the Data Center, but has not yet determined the method of such financing. The County will determine the method of such financing prior to execution of the Cooperative Agreement and the Cooperative Agreement will reflect the same. Additionally, the necessary Cooperative Parties will enter into any other agreements necessary to effectuate the method of financing selected by the County. As set forth below, it is the intention of the Cooperative Parties that the debt service associated with the financing will serve as the basis for the base rent under the Master Lease and subsequent subleases and sub-subleases.

e. Land Lease from City to Authority:

The City and Authority will enter into a land lease ("Land Lease") whereby the City will lease to the Authority a portion of City-owned land near 3300 Fairlawn Service Drive, Fairlawn, OH 44333 sufficiently sized for the installation and operation of the Data Center. The Land Lease will include a term of 20 years, commencing at the same time as the Data Center Master Lease (defined below) and an annual rental payment of \$1.00. In the event the Data Center is purchased by the COG at the end of the

Data Center Sublease, as provided for below, the term of the Land Lease will automatically extend to 99 years, and the Land Lease will be assignable to the COG. Additional terms of the Land Lease will resemble the terms of the land lease included within the Original Cooperative Documents.

f. Master Lease
of Data Center:

Contemporaneous with the execution of the Cooperative Agreement, the Authority and County will enter into a lease agreement whereby the Authority will lease the Data Center Ring and all appurtenant rights thereto to the County (the "Data Center Master Lease"), pursuant to the following terms:

- i. Term and Termination: 20 years, commencing upon the substantial completion of the installation of the Data Center. The County may terminate the Data Center Master Lease early by exercising its option to purchase in accordance with the terms set forth below.
- ii. Base Rent: The annual Base Rent will equal the annual debt service, both principal and interest, for the debt issued to finance the costs of the acquisition and installation of the Data Center. The Base Rent will either be paid to the Authority or to such other entity as is appropriate given the financing chosen by the County.
- iii. Additional Rent: As additional rent, County will pay all costs to manage, operate, maintain and repair the Data Center, including all fees and costs.
- iv. Operation, Maintenance and Repair: The County will be responsible for operating, maintaining and repairing the Data Center.
- v. Alterations: The County will be permitted to undertake any alterations to the Data Center, at County's cost, upon approval of the Authority, which will not be unreasonably withheld.
- vi. Insurance: The County will be required to maintain property and casualty insurance and general liability insurance, naming the Authority as an additional insured. The County and Authority will mutually determine what other additional insurance coverages are necessary and proper during the term of the Data Center Master Lease, and the County will procure and maintain the same.

- vii. Assignment and Subletting: The County will be permitted to assign and sublet the Data Center Master Lease, including, but not limited to the COG (see below).
- viii. Purchase Option: The County may elect to purchase the Data Center at any time after the 5th anniversary of the commencement date of the Data Center Master Lease, provided that the County may exercise this option to purchase the Data Center by delivering written notice of the same to the Authority, and taking any appropriate actions to maintain responsibility for the debt service associated with the Data Center. Furthermore, the County will purchase the Data Center from the Authority at the conclusion of the 20-year term of the Data Center Master Lease.

g. Sublease of Data Center to COG:

The County and COG will enter into a sublease agreement whereby the County will sublease the Data Center to the COG as a sublease of the County's interests as lessee under the Data Center Master Lease (the "Data Center Sublease"), pursuant to the following terms:

- i. Term and Termination: 20 years, commencing upon the concurrent execution of the Data Center Master Lease and Data Center Sublease. If the County elects to purchase the Data Center during the term, then the sublease will automatically convert to a lease and the County will assume the role of the lessor and the COG will assume the role of lessee.
- ii. Base Rent: Base Rent for the COG will equal the base rent paid by the County under the Data Center Master Lease.
- iii. Additional Rent: As additional rent, the COG will, as the County's sublessee, pay all costs to manage, operate, maintain and repair the Data Center, including all fees and costs.
- iv. Operation, Maintenance and Repair: The COG will, as the County's sublessee, be responsible for operating, maintaining and repairing the Data Center.
- v. Alterations: The COG will be permitted to undertake any alterations to the Data Center, at the COG's cost, upon approval of the County, which will not be unreasonably withheld, and upon approval of the Authority per the Data Center Master Lease.

- vi. Insurance: The COG will be required to maintain property and casualty insurance and general liability insurance, naming the County and the Authority as an additional insured. Furthermore, to the extent the Authority and County require any additional insurance coverages, the COG will procure and maintain the same.
- vii. Assignment and Subletting: The COG will be permitted to further assign and sublet the Data Center upon terms and conditions that will be established and set forth in the Data Center Sublease.
- viii. Purchase Option: At the end of the 20-year term of the Data Center Sublease, or when the debt service associated with the financing is fully paid, and upon acquisition of the Data Center by the County, as provided for above, the COG may elect to purchase the Data Center for the price of \$1.00 by providing the County with written election of the same.

h. Sub-subleases to
County and City;
Other Users:

The COG will enter into sub-subleases with both the City and the County for a sub-sublease of separate portions of the Data Center. Such sub-subleases will provide for the City and County to pay a base rent that, when taken collectively, will enable the COG to meet its obligation to pay its base rent under the Data Center Sublease. Additionally, such sub-subleases will provide for the City and County to pay additional rent of an amount that, when taken collectively, will fully fund all additional costs to manage, operate, maintain and repair the Data Center, including all fees and costs. The sub-subleases will have such other terms and conditions as are customary and that are consistent with the intent of the Original Cooperative Documents. Additionally, the COG may enter into such other necessary and proper sub-subleases with such entities, other than the City and the County for the sub-sublease of space within the Data Center that is not needed by the City or County. Such additional sub-subleases will be entered into upon terms and conditions agreed to by and between the COG and those other parties.

4. Last Mile Public-Private Partnership

The Cooperative Parties intend to negotiate with one or more entities that own and/or are willing to construct last-mile fiber assets within Summit County for the purpose of undertaking a public-private partnership to provide broadband internet to the residents and businesses of Summit County by utilizing the Fiber Ring as a middle-mile network and the Data Center for ancillary purposes (the “Public-Private Partnership”). The Cooperative Parties anticipate that they will enter into a memorandum of understanding, term sheet, or similar document setting forth the terms and conditions of the Public-

Private Partnership and that the same will be subsequently present the same to their respective legislative authorities for review and approval. Upon approval of the same, the Cooperative Parties will execute the necessary agreements to memorialize and effectuate the Public-Private Partnership.

5. Creation of COG Utility

To facilitate the terms of the Cooperative Agreement, to enable the COG to participate in the delivery of broadband internet service throughout Summit County, and to further the purposes of the Public-Private Partnership, the COG will undertake to form a broadband utility pursuant to its authority under Article X, Section 3 and Article XVIII, Section 4 of the Constitution of the State of Ohio and Section 167.03(C) of the Ohio Revised Code. The Cooperative Agreement will provide that the COG will take the appropriate legislative action to form the utility promptly after the execution of the Cooperative Agreement.

Furthermore, upon the formation of the COG utility, it is anticipated that the COG will exercise its authority pursuant to Section 715.02 of the Ohio Revised Code to contract with the City's FairlawnGig utility in furtherance of the purposes set forth in the prior paragraph.

6. Amendments to Original Cooperative Documents

The City, County and COG anticipate the need to amend and modify the Original Cooperative Documents in order to (i) facilitate the transactions set forth in this Term Sheet, (ii) incorporate the creation of the COG's broadband utility, (iii) facilitate the Public-Private Partnership, (iv) provide for the City to maintain continually during the terms of the Original Cooperative Documents, as the same will be amended, a T-1/T-1 hybrid connection, and (v) conform with the updated operational needs and understandings of those parties. Accordingly, upon execution of this Term Sheet, the City, County and COG will negotiate an additional term sheet, or similar document, setting forth all of the necessary modifications and amendments necessary to the Original Cooperative Documents and will subsequently present the same to their respective legislative authorities for review and approval. Upon approval of the same, the City, County and COG will enter into such amendments and modifications to the Original Cooperative Documents as are necessary and appropriate.

7. Acceptance and Acknowledgment; Fee

By signing below, the Cooperative Parties accept and acknowledge this Term Sheet as setting forth the terms and conditions of the aforementioned Cooperative Agreement, and such other agreements, as set forth above, to be more fully negotiated, finalized and executed by the parties. The terms and conditions contained herein are non-binding on any and all Cooperative Parties until such time as they are incorporated into the terms of said Cooperative Agreement and other definitive agreements and executed by the parties.

Upon execution of this Term Sheet by all Cooperative parties, the County will promptly pay to the Authority the non-refundable sum of \$100,000.00.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

By signing below, the parties indicate their acceptance of the terms contained herein.

Development Finance Authority of Summit County

Christopher Burnham, President

Date

County of Summit, Ohio

Ilene Shapiro, Executive

Date

City of Fairlawn, Ohio

Russell Sharnsky, Mayor

Date

Summit-Fairlawn Broadband Regional Council of Governments

Ilene Shapiro, Chair

Date

Russell Sharnsky, Secretary-Treasurer

Date