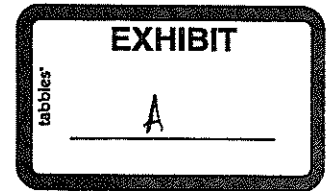


Summit County Port Authority
 In cooperation with
Summit County
Austen BioInnovation Institute Project
Financing Summary



The following financing summary (the "Financing Summary") is for discussion purposes only. The terms are subject to further due diligence and are not meant to be a formal commitment by the Summit County Port Authority, Summit County, Robert W. Baird & Co., or any other party associated with this Project.

Below is the proposed financing summary (the "Financing Summary") outlining the terms of the financing being proposed by the Summit County Port Authority (the "Lessor" or "Port Authority") and the County of Summit (the "County") related to the improvement of 47 N. Main Street (the "Project") in Akron, Ohio. Floors 1, 2 and 3 and a portion of the basement related to the Project will be leased to the Austen BioInnovation Institute of Akron (the "Lessee" or "ABIA") on an operating lease basis for 20 years. The Port Authority will issue tax exempt bonds (the "Bonds") to finance the proposed Project.

Section I - Terms of the Lease with ABIA

Description of Project:

The Summit County Port Authority (the "Port Authority"), in cooperation with Summit County (the "County"), will issue up to \$8,500,000 of tax exempt bonds (the "Bonds") to renovate, construct and improve the realty located at 47 N. Main Street (the "Project"). The Port Authority will acquire the Project site from the County prior to said renovation, construction and improvements.

Land Sale:

Prior to issuance of the Bonds, the County will sell the Project site to the Port Authority at a price to be mutually agreed upon by the County and Port Authority. The Port Authority will issue a note upon purchase of the Project site which will be secured by a mortgage in the project site. ABIA will not be responsible for the costs, including title commitment and insurance costs, legal expenses, escrow payments, transfer taxes, associated with transferring the building from the County to the Port Authority.

Lessor:

Summit County Port Authority will lease a portion of the Project site to ABIA as described below. The balance of the Project site will be leased to the County.

Description of the Lessee:

ABIA is a non-profit organization dedicated to biomaterial and medical research, education, clinical services and commercialization located in Akron, Ohio.

Construction:

ABIA as agent to the Port Authority will use Bond proceeds to renovate, construct and improve the Project site pursuant to the Project budget and construction agency agreement. ABIA will not be responsible for amortizing the Project costs not related to the ABIA Lease Premises (as defined below).

Lease Structure: ABIA will lease floors 1, 2 and 3 of the Project site, representing nearly 40,000 square feet and a portion of the basement (the "Leased Premises") from the Port Authority on an operating lease basis for a term of 20 years. Additionally, ABIA will have access to common areas of the building for general use and special uses as agreed by the parties in the Lease documents. The Lease documents may also contain renewal options for additional Lease terms.

Type of Lease: The Lease with ABIA will be a triple net operating lease with the Lessee responsible to pay, as Additional Rent under the Lease, any and all costs and expenses in connection with the Leased Premises including, but not limited to, (i) taxes and assessments; (ii) insurance premiums; and (iii) all other expenses related to the maintenance and repair of the Leased Premises, and (iv) a common area maintenance charge. Common areas maintenance charges will include property management fees, if determined necessary by the parties, maintenance, repair, insurance and taxes for the common area and the Lessee will pay a pro-rata portion of common area maintenance charges based on the percentage of the building leased by the Lessee.

Base Rent: Base Rent will be based on Project costs amortized over 20 years, less any project costs associated to floors 4, 5 and 6. Currently, the parties contemplate that a portion of a new chiller systems will benefit floors 4, 5 and 6 and a portion of the cost of that system will be allocated to the County. Semi-annual rent payments are estimated in attached Schedule B.

Lessee Contribution: The parties acknowledge that the Bonds will be issued for the purpose of, and that the Project budget is limited to, construction, renovation and improvements to the realty of the Project site. In addition, Lessee will fund at least \$1,000,000 for either (i) furniture, fixtures, equipment and other personal property not included in the Project budget but to be located and utilized at the Project site, or (ii) a portion of the Project budget, as identified herein, or a combination of both. In the event that all or a portion of Lessee's \$1,000,000 is contributed toward the Project budget, the amount of the bonds issued, and correlated debt service payments and rental payments will be reduced accordingly.

Parking Area: County will provide, by license or similar agreement with the Port Authority, access to 113 parking spaces in the adjacent County-owned parking lots, in the area designated on Exhibit C. The Port-Authority will sublicense the parking area to the ABIA. ABIA will be responsible for ordinary and routine maintenance, taxes

and assessments for the parking area, and will otherwise pay \$1 per year as consideration for the parking area. County will provide access to additional parking for overflow and special uses such as simulation exercises based on capacity and as agreed by the parties.

Other Leases & Tenants:

It is expected that the Project site will also serve as offices to the Summit County Department of Jobs and Family services (floors 4, 5 and 6) and a portion of the basement, as well as the Port Authority. County will lease this area from the Port Authority upon lease terms to be determined by the County and Port Authority. County will be responsible for pro-rata share of common area maintenance charges, similar to the terms of the ABIA Lease.

Expansion of Leased Premises:

The parties recognize that in the future the ABIA anticipates a need to expand to floors 4, 5 and 6 and that the County ultimately desires to vacate the use of those floors. The parties will use their best efforts to facilitate an expansion of the ABIA into these floors and will cooperate with each other in regards to relocation schedule, timelines and necessary renovations to these additional floors. At a minimum, the Lease will provide ABIA with an option and/or right of first refusal to lease the space on floors 4, 5 and 6 in the event that DJFS vacates that space, upon terms and conditions that would be agreed upon between the parties. Additionally, the parties will cooperate to allow for an expansion of the parking license/sublicense for additional parking in the event ABIA expands into floors 4, 5 and 6 upon similar terms and conditions as the parking license/sublicense contemplated hereunder.

First Lease Payment Date:

June 1, 2011

Final Lease Payment Date:

November 1, 2030

Average Monthly Lease Payment:

\$51,520

Average Annual Lease Payment:

\$618,320

Other Sources of Project Funding:

The parties have agreed to pursue other sources of funding for the Project including New Market Tax Credits and governmental loans in an effort to lower the overall costs of the Project to ABIA. Additional sources of funds that are identified by the parties may change certain terms and financing structures related to this Financing Summary which will be subject to review and agreement amongst the parties.

Section II – Terms of the Port Authority Bonds

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Issuer of the Bonds:	Summit County Port Authority.
Principal Amount of Bonds:	Up to \$8,500,000
Preliminary Sources & Uses of Funds:	See attached Schedule A.
Preliminary Debt Service Schedule:	See attached Schedule B.
Form of the Bonds:	The Bonds are expected to be issued as Tax-Exempt Bonds.
Estimated Closing Date:	October 1, 2010.
First Interest Payment Date:	November 15, 2010
First Principal Payment Date:	November 15, 2011
Maturity of Bonds:	December 1, 2030.
Principal & Interest Payment Dates:	Semiannual on May 15 th and November 15 th .
Optional Redemption:	The Bonds will be callable at par plus accrued interest on any date after December 1, 2020.
Rating of the Bonds:	The Bonds will be submitted to a national rating agency to be rated. Based on the security for the bonds, as described herein it is expected the Bonds will be rated in the “AA-” category.
Estimated Interest Rate:	The estimated fixed rate on the Bonds is 4.50%. The interest rate on the Bonds will be set at the pricing date, estimated to be one week prior to closing. The interest rate is estimated and may change prior to closing subject and is subject to market conditions.
Security for the Bonds:	<u>Assignment of Lease Payments:</u> The Port Authority will assign all lease payments from the ABIA (the “Lease Payments”) and a portion of the County Lease Payment to the Bond Trustee for payment of the Bonds. The Lease Payments will be made directly to the Bond Trustee. <u>Bond Reserve Fund:</u> A Bond reserve is required to be funded with Bond proceeds. The amount of the reserve will equal the maximum annual debt service on the Bonds, currently estimated to be \$645,000. The earnings on the reserve will be pledged to the debt service on the Bonds.

The reserve fund deposit will be applied towards the final principal payment on the Bonds.

County Pledge of Non-Tax Revenues: The Bonds will be secured by an irrevocable pledge of the non-tax revenue of the County which shall be appropriated annually and will be assigned to the Bond Trustee for payment of the debt service of the Bonds. The County shall deposit with the Trustee 30 days prior to the debt service payment date (the "County Payment Date") an amount sufficient to pay debt service on the Bonds. The County shall receive a credit against the amount payable under the pledge agreement for any amounts on deposit with the Trustee prior to the County Payment Date.

Capitalized Interest:

The interest on the Bonds will be paid from Bond proceeds from the Bond closing date through May 15, 2011 (subject to change).

Estimated Costs of Issuance:

The estimated issuance costs for the Bonds are set forth in Schedule C and will be paid from Bond proceeds at the closing of the Bonds. Such fees do not include the Lessee's legal counsel or other consultants or service providers to the Lessee.

Indemnification:

The Lessee will indemnify the County and Port Authority against all costs and expenses relating to the issuance of the Bonds and operation of the Project. In addition, the Lessee will indemnify the County and Port Authority for any claim for damages or injury to persons or property not caused by the County or Port Authority, relating to Lessee's operation of the Leased Premises. Lessee shall not be responsible for any injury or damages arising out of the acts or omission of the County or Port Authority. Lessee will also name the County and Port Authority as additional insureds on Lessee's general liability policy covering operation of the Leased Premises during the term of the Lease. County will maintain its own general liability policy covering operation of the premises leased by the County on floors 4, 5 and 6. Similar indemnification for the parking area to be licensed and sublicensed, as set forth above, will also be required.

Underwriter:

Robert W. Baird will be the sole underwriter or placement agent of the Bonds.

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Section III - Additional Requirements:

Prevailing Wage: State prevailing for the construction of the Project will be required.

Survey: An ALTA survey of the Project site, certified to the Port Authority, will be required.

Title Commitment: Acceptable title commitment and title insurance for the Project site will be required.

Budget and Cost Estimates: A detailed budget and costs estimates of the Project will be required.

Financial Statements: Upon issuance of the Bonds ABIA will provide audited financial statements to the Port Authority within 120 days of its fiscal year end.

Continuing Disclosure: ABIA will be required to provide the County and Port Authority an annual disclosure report outlining the status of the ABIA's financial condition as agreed upon by the Port Authority, the County and ABIA. ABIA will be responsible for all costs associated with annual continuing disclosure requirements.

Due Diligence Items: ABIA will provide the County and Port Authority with all grant agreements relating to ABIA funding. Additional due diligence information may be requested. *Additional guaranties of the ABIA Lease may be required.*

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Acceptance/Approval:

Upon acceptance of this financing summary by ABIA and payment of a \$7,500 commitment fee payable to the Port Authority the parties will commence drafting the various Bond documents and agreements in preparation of the closing of the Project. Prior to the closing of the Project, the County will submit a resolution approving a development agreement, cooperative agreement, bond repayment guarantees, and any other documents deemed necessary for the completion of the Project.

A \$15,000 deposit will be due by ABIA to the Port Authority upon approval of the Project by County Council and the Port Authority Board of Directors. An additional deposit of \$15,000 will be due by ABIA to the Port Authority when the Project is submitted to the rating agency for a rating. Such deposits will be held to cover costs incurred by the County and Port Authority during the documentation and due diligence process through the closing of the Bonds.

The commitment fee and deposits will be held by the Port Authority and in the event the financing does not move forward for any reason the Port Authority will refund the commitment fee and deposits to ABIA, less the amount of all actual out-of-pocket costs incurred by the Port Authority and County with respect to the financing. Upon successful closing of the Project the commitment fee and deposits will be returned to ABIA.

The transaction contemplated herein is subject to approval by, among others, the Port Authority Board of Directors, County Council and the completion of due diligence and final documentation.

This Financing Summary is hereby executed by the authorized representatives of the parties below:

Austen BioInnovation Institute	Date
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Summit County, Ohio	Date
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Summit County Port Authority	Date
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Robert W. Baird & Co.	Date
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Austen BioInnovation Institute

*Summit County Port Authority
Tax-Exempt Bonds*

*Sources & Uses of Funds
Schedule A*

Sources of Funds

Port Authority Bond Proceeds	\$8,500,000
Total Sources	\$8,500,000

Uses of Funds

Estimated Project Costs	\$7,403,300
Reserve Fund (Maximum Annual Debt Service)	645,000
Capitalized Interest (Through May 15, 2011)	239,200
Estimated Transaction Costs (2.50%)	212,500
Total Uses	\$8,500,000

Assumptions

Estimated Interest Rate	4.50%
Financing Term	20.12 Years
Average Monthly Payment	\$51,527
Average Annual Payment	\$618,319
Estimated Leasable Square Feet	40,000
Estimated PSF Annual Lease Payment	\$15.46
Estimated Closing Date	October 1, 2010
First Payment Date	December 1, 2010
Final Payment Date	November 15, 2030

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Austen BioInnovation Institute

Summit County Port Authority
Tax-Exempt Bonds

Estimated Semi-Annual Lease Payment Schedule
Schedule B

Date	Principal Payment	Interest Payment 4.50%	Principal & Interest	Trustee Fee	Gross Semi-Annual Payment	Capitalized Interest Payments	D.S. Reserve Earnings 0.00%	Non-ABIA Rent Credit	Net Semi-Annual Payment	Average Monthly Payment	Outstanding Bond Balance
10/1/2010											\$8,500,000
1/15/2010	\$0	\$46,750	\$46,750	\$600	\$47,350	(\$47,350)	\$0	\$0	\$0	\$0	8,500,000
5/15/2011	0	191,250	191,250	600	191,850	(191,850)	0	0	0	0	8,370,000
1/15/2011	130,000	321,250	321,250	600	321,850	0	0	(10,500)	311,350	51,892	8,240,000
5/15/2012	130,000	188,325	318,325	600	318,925	0	0	(10,500)	308,425	51,404	8,105,000
1/15/2012	135,000	320,400	320,400	600	321,000	0	0	(10,500)	310,500	51,750	7,970,000
5/15/2013	135,000	182,363	317,363	600	317,963	0	0	(10,500)	307,463	51,244	7,830,000
1/15/2013	140,000	179,325	319,325	600	319,925	0	0	(10,500)	309,425	51,571	7,685,000
5/15/2014	145,000	176,175	321,175	600	321,775	0	0	(10,500)	311,275	51,879	7,540,000
1/15/2014	145,000	172,913	317,913	600	318,513	0	0	(10,500)	308,013	51,335	7,390,000
5/15/2015	150,000	169,650	319,650	600	320,250	0	0	(10,500)	309,750	51,625	7,235,000
1/15/2015	155,000	166,275	321,275	600	321,875	0	0	(10,500)	311,375	51,896	7,080,000
5/15/2016	155,000	162,788	317,788	600	318,388	0	0	(10,500)	307,888	51,315	6,920,000
1/15/2016	160,000	159,300	319,300	600	319,900	0	0	(10,500)	309,400	51,567	6,755,000
5/15/2017	165,000	155,700	320,700	600	321,300	0	0	(10,500)	310,800	51,800	6,590,000
1/15/2017	165,000	151,988	316,988	600	317,588	0	0	(10,500)	307,088	51,181	6,420,000
5/15/2018	170,000	148,275	318,275	600	318,875	0	0	(10,500)	308,375	51,396	6,245,000
1/15/2018	175,000	144,450	319,450	600	320,050	0	0	(10,500)	309,550	51,592	6,065,000
5/15/2019	180,000	140,513	320,513	600	321,113	0	0	(10,500)	310,613	51,769	5,885,000
1/15/2019	180,000	136,463	316,463	600	317,063	0	0	(10,500)	306,563	51,094	5,700,000
5/15/2020	185,000	132,413	317,413	600	318,013	0	0	(10,500)	307,513	51,252	5,510,000
1/15/2020	190,000	128,250	318,250	600	318,850	0	0	(10,500)	308,350	51,392	5,315,000
5/15/2021	195,000	123,975	318,975	600	319,575	0	0	(10,500)	309,075	51,513	5,115,000
1/15/2021	200,000	119,588	319,588	600	320,188	0	0	(10,500)	309,688	51,615	4,910,000
5/15/2022	205,000	115,088	320,088	600	320,688	0	0	(10,500)	310,188	51,698	4,700,000
1/15/2022	210,000	110,475	320,475	600	321,075	0	0	(10,500)	310,575	51,763	4,485,000
5/15/2023	215,000	105,750	320,750	600	321,350	0	0	(10,500)	310,850	51,808	4,265,000
1/15/2023	220,000	100,913	320,913	600	321,513	0	0	(10,500)	311,013	51,835	4,040,000
5/15/2024	225,000	95,963	320,963	600	321,563	0	0	(10,500)	311,063	51,844	3,810,000
1/15/2024	230,000	90,900	320,900	600	321,500	0	0	(10,500)	311,000	51,833	3,575,000
5/15/2025	235,000	85,725	320,725	600	321,325	0	0	(10,500)	310,825	51,804	3,335,000
1/15/2025	240,000	80,438	320,438	600	321,038	0	0	(10,500)	310,538	51,756	3,090,000
5/15/2026	245,000	75,038	320,038	600	320,638	0	0	(10,500)	310,138	51,690	2,840,000
1/15/2026	250,000	69,525	319,525	600	320,125	0	0	(10,500)	309,625	51,604	2,585,000
5/15/2027	255,000	63,900	318,900	600	319,500	0	0	(10,500)	309,000	51,500	2,325,000
1/15/2027	260,000	58,163	318,163	600	318,763	0	0	(10,500)	308,263	51,377	2,060,000
5/15/2028	265,000	52,313	317,313	600	317,913	0	0	(10,500)	307,413	51,235	1,785,000
1/15/2028	275,000	46,350	321,350	600	321,950	0	0	(10,500)	311,450	51,908	1,505,000
5/15/2029	280,000	40,163	320,163	600	320,763	0	0	(10,500)	310,263	51,710	1,220,000
1/15/2029	285,000	33,863	318,863	600	319,463	0	0	(10,500)	308,963	51,494	930,000
5/15/2030	290,000	27,450	317,450	600	318,050	0	0	(10,500)	307,550	51,258	0
1/15/2030	930,000	20,925	950,925	600	951,525	0	(645,000)	(10,500)	296,025	49,338	0
Total	\$8,500,000	\$4,826,313	\$13,326,313	\$24,600	\$13,350,913	(\$239,200)	(\$645,000)	(\$409,500)	\$12,057,213		

Assumptions

Bond Term 20.12 Years
Estimated Interest Rate 4.50%
Average Life 12.62 Years

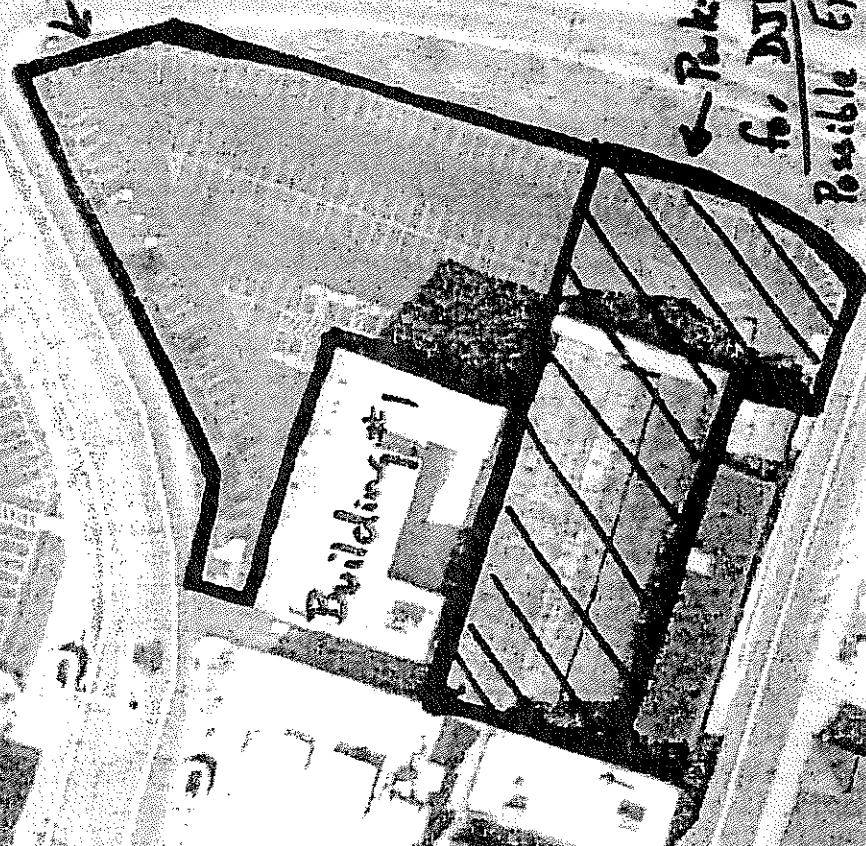
Robert W. Baird & Co.
Baird Structured Finance Group

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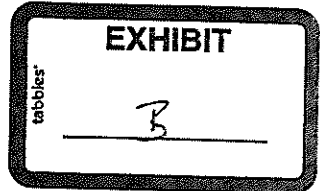
Designated for
Parking for
ABIA
(Uncovered)

Parking
for DJFS
Possible Expansion
for ABIA
(Covered & Uncovered)



Building #1

Financing Summary/Term Sheet
Between
Summit County, Ohio
And
Summit County Port Authority
47 N. Main Street Project



The following term sheet (the "Term Sheet") is for discussion purposes only. The terms are subject to further due diligence and are not meant to be a formal commitment by the Summit County Port Authority, Summit County or any other party associated with this Project.

Below is the proposed term sheet (the "Term Sheet") outlining the terms of the financing being proposed by the Summit County Port Authority (the "Port Authority") and the County of Summit (the "County") related to the sale and transfer of 47 N. Main Street (the "Project") in Akron, Ohio.

Section I – Sale and Transfer of the Project

Land Sale:

The County intends to sell the Project site to the Port Authority at a price equivalent to the appraised value of the property, plus approximately \$190,000.00, which is the amount of improvement indebtedness owed by the County on the property. The current purchase, which is based on the Fiscal Officer's appraisal, is anticipated to be approximately \$2,690,000. Such purchase price will be subject to an MAI appraisal acceptable to the County and Port Authority.

The Port Authority will issue a 20 year note upon purchase of the Project site which will be secured by a mortgage in the project site. The note will be payable annually at a rate of 4.50%. The estimated annual payment (Principal and Interest) for years 1-19 is estimated to be \$190,000. The final payment will equal the principal amount outstanding plus accrued, but unpaid, interest.

Owner/Lessor:

The Port Authority will lease floors 1, 2 and 3 and a portion of the basement of the Project site to Austen BioInnovation Institute of Akron ("ABIA") as described in the ABIA term sheet, as attached as Exhibit A.

The Port Authority will lease floors 4, 5 and 6, and the balance of the basement to the County for its Department of Job and Family Services, as more fully set forth below.

The Port Authority intends to use approximately 2,500 square feet of floor 4 of the Project as its offices.

Construction/Improvement:

The Port Authority intends to issue a bond to renovate, construct and improve the Project ("ABIA Project Bond") pursuant to the ABIA Project budget and construction agency agreement. The parties anticipate that substantially all of the improvements to the Project will be for the benefit of the space leased by the ABIA, and the costs for these improvements will be repaid through the lease

structure with ABIA. A small portion of the improvements will benefit the space leased by the County and will be repaid by the County as set forth below.

JFS Lease Structure:

The County, through its Department of Jobs and Family services ("JFS") will lease floors 4, 5 and 6 of the Project site, representing approximately 40,000 square feet, including a portion of the basement (the "JFS Leased Premises") from the Port Authority on an operating lease basis for an initial term of 5 years.

The JFS Lease will be structured to allow for early termination by the County in the event the County relocates its Department of Job and Family Services to a new location. The Note from the Port to the County will contain a mirror provision that will decrease the amount of the annual Note payments in the event of early termination, and no replacement tenant exists. Any lease with a replacement or subsequent tenant must cover, at a minimum the amount due to the County under the Note and the portion of the ABIA Project Bonds attributed to floors 4, 5 and 6, or as otherwise agreed by the parties.

Additionally, in conformity with the ABIA term sheet, the JFS Lease will allow for the expansion of the ABIA into floors 4, 5 and 6 as the County vacates that space.

Type of Lease:

The JFS Lease will be a triple net operating lease with the Lessee responsible to pay, as Additional Rent under the JFS Lease, any and all costs and expenses in connection with the JFS Leased Premises including, but not limited to, (i) taxes and assessments; (ii) insurance premiums; and (iii) all other expenses related to the maintenance and repair of the Leased Premises, and (iv) a common area maintenance charge. Common area maintenance charges will include property management fees, if determined necessary by the parties, maintenance, repair, insurance and taxes for the common area and the County will pay a pro-rata portion of common area maintenance charges based on the percentage of the building leased by the County. In the alternative, if required by regulations governing JFS, some or all of the costs attributed to Additional Rent may instead be included in the Base Rent, thereby increasing the amount of the Base Rent.

JFS Base Rent:

The estimated annual lease payment under the JFS Lease is currently estimated to be \$215,000 per year (approximately \$4.90 per square feet). It is intended that \$190,000 of the JFS Lease payment be used by the Port Authority to pay interest and principal on the Port Authority Note and \$25,000 to pay the portion of the ABIA Project Bond that benefits the space leased by the County.

Parking: The County will retain ownership of the adjacent parking lot and facilities and will license the same to the Port Authority. As set forth in the ABIA term sheet, the Port Authority will sublicense a portion to the ABIA (approx. 113 spaces in the uncovered area). The balance of the parking lot and facilities would be sublicensed back to the County for use associated with floors 4, 5 and 6, with the exception of spaces necessary for Port Authority use. County will be responsible for maintenance, taxes and assessments for the area that is sublicensed to the County from the Port Authority.

Sale of Property: Any sale of the Project by the Port Authority must cover at a minimum amounts outstanding under the Port Authority Note and the ABIA Project Bonds. The terms of any purchase contract must be mutually agreed to by the County and the Port Authority.

Section II – Terms of the Port Authority Note

Issuer of the Note: Summit County Port Authority.

Principal Amount of Note: \$2,690,000

Estimated Closing Date: October 1, 2010.

First Interest Payment Date: December 1, 2011

First Principal Payment Date: December 1, 2011 (pro-rated)

Maturity of Note: December 1, 2030.

Interest Payment Dates: Annual on December 1.

Principal Payment Dates: Annual on December 1.

Optional Redemption: The Note will be callable at par plus accrued interest on any date.

Rating of the Bonds: The Note will be non-rated.

Estimated Interest Rate: The estimated fixed rate on the Note is 4.50%. The interest rate is subject to the approval of the County and Port Authority.

Security for the Note: First Mortgage: The Note will be secured by an acceptable first mortgage lien on the Project.

Subordination and Non-Disturbance: The County as mortgage holder will agree to enter into subordination and non-disturbance agreements with the Port Authority and other parties for purposes of leasing available space within the building when necessary.

Assignment of Lease Payments: The Port Authority will assign a portion of the JFS Lease Payment to payment of the Note. Currently, the parties anticipate that portion of the JFS Lease payment that will be assigned to the payment of the Note to be \$190,000.00

Reversion Clause:

In the event the Note payments are not made in a timely manner due to the termination, default or expiration of the JFS or ABIA Leases the Port may deed back the Project to the County as mutually agreed upon by the County and the Port Authority.

Section III - Additional Requirements:

Prevailing Wage: State prevailing for the construction of the Project will be required.

Survey: An ALTA survey of the Project site, certified to the Port Authority, will be required.

Title Commitment: Acceptable title commitment and title insurance for the Project site will be required.

Budget and Cost Estimates: A detailed budget and costs estimates of the Project will be required.

Financial Statements: Upon issuance of the ABIA Project Bonds, ABIA will provide audited financial statements to the Port Authority within 120 days of its fiscal year end.

Continuing Disclosure: ABIA will be required to provide the County and Port Authority an annual disclosure report outlining the status of the ABIA's financial condition. ABIA will be responsible for all costs associated with annual continuing disclosure requirements.

Due Diligence Items: ABIA will provide the County and Port Authority with all grant agreements relating to ABIA funding. Additional due diligence information may be requested.

Acceptance/Approval:

The transaction contemplated herein is subject to approval by, among others, the Port Authority Board of Directors, County Council and the completion of due diligence and final documentation.

This Term Sheet is hereby executed by the authorized representatives of the parties below:

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Summit County, Ohio

Date

Summit County Port Authority

Date

Robert W. Baird & Co.

Date