

**Agreement Between the
City of Lorain, the Lorain Port Authority and
Long Economic Development Advisors, LLC for
Tax Increment Assistance**

This agreement (this "Agreement") is entered into, and is effective on the date of execution of all parties, by and between the City of Lorain, Ohio (the "City"), the Lorain Port Authority (the "Port") and Long Economic Development Advisors, LLC ("LongEDA").

Recitals

- A. The City desires for the Port and LongEDA to assist in reviewing current City tax increment financing ("TIF") projects and implementing and coordinating future TIF projects within the City ("TIF Projects") as described below.
- B. The City and Port believe that entering into this Agreement is in the best interests of both parties hereto and will further:
- Improve the process of creating, implementing and maintaining the City's TIF Projects;
 - Reduce the operating costs and burdens of the City;
 - Strengthen coordination between the City and Port;
 - Enable the Port to utilize its position as a port authority for the benefit of economic development (including structured financing of projects related thereto) in Lorain; and
 - Improve the economic development efforts of the City.

I. Services:

The Port and LongEDA will lead the efforts of reviewing, administering and monitoring current and future TIF Projects within the City, including but not limited to the following services (collectively, the "Services"):

Project Review

- Help coordinate future TIF transactions
- Summarize options and help determine best financing structure
- Assist City in minimizing its exposure on future TIF transactions
- Summarize and minimize financing costs
- Assist City in determining use of TIF Proceeds/Revenues
- Prepare distribution lists
- Arrange meetings or conference calls as needed
- Prepare timetable for approval and closing
- Prepare preliminary and final term sheets
- Prepare TIF projections
- Prepare TIF debt schedules (if bonds are issued)
- Review TIF documents

Approvals

- Keep City informed of each transaction
- Assist City, as directed, with school board approval
- Assist with City Council presentation and approval of each transaction
- Assist in closing the transaction

Issuance of TIF Bonds

- If TIF bonds are issued, the Port will issue TIF revenue bonds unless the City elects to issue City general obligation bonds

Monitoring and Reporting

- Monitor completion of the project
- Assure TIF documents have been filed with all appropriate government entities
- Monitor TIF collections

II. Port/LongEDA Capacity; City Approval:

The Port and LongEDA are acting solely in an advisory capacity. All transactions for future TIF Projects must be approved by the City.

III. Payment: As consideration for the Services in connection with this Agreement, the City agrees to the following:

- LongEDA will be compensated for its services in an annual amount equal to 2.50% of Net TIF Revenue to the City*. Such fee will be paid to LongEDA semiannually on June 1 and November 1 of each year.
- The Port will be compensated for its services in an annual amount equal to 1.50% of Net TIF Revenue to the City*. Such fee will be paid to the Port semiannually on June 1 and November 1 of each year.

*Net TIF Revenue is defined as the TIF Revenue retained by the City after all distributions are made, including Auditor fees and compensation agreements, excluding: (i) debt service related to TIF Projects, (ii) TIF project costs, (iii) Port and LongEDA compensation, and (iv) transaction closing costs described herein.

IV. Transaction Closing Costs:

All reasonable transaction costs, including, but not limited to, legal fees, bond underwriting fee, trustee fee, bond rating fee, and other out-of-pocket costs of the City and Port directly related to the issuance of bonds, if any, will be paid separately at the closing of the transaction from the TIF bond proceeds, or by the City in the event that the TIF bonds are not issued. The Port and LongEDA will charge additional fees, to the individual borrower or developer, for developer based TIF Projects. All such transaction costs will be itemized in a term sheet prior to approval of the TIF Project.

V. Information:

The City will provide the Port and LongEDA with all information that it has in its possession concerning the prior or future TIF and for ED Projects that the City requests assistance.

VI. Waiver of Conflict of Interest: LongEDA is currently engaged by the Port as their economic development advisor. The City and the Port waive any conflict of interest related to LongEDA's agreement with the Port.

VII. Dispute Resolution:

The City, the Port and LongEDA shall attempt to resolve any disagreement or dispute between the parties arising out of or related to this Agreement (each, a "Dispute") in good faith by meeting to discuss the Dispute within fifteen business days following the original written notice of any Dispute by the party making such a claim and shall seek to resolve the Dispute in writing within 60 days thereafter. No settlement reached under this Section VII shall be binding on the parties until reduced to a writing signed by the City, the Port and LongEDA. Should the City, the Port and LongEDA fail to meet within fifteen business days or fail to resolve the each outstanding Dispute within 60 days following the giving of the notice as outlined herein, then either party may elect to proceed with litigation in any Lorain County court having competent jurisdiction.

VIII. Confidentiality:

The City, the Port and LongEDA will keep confidential all information and work product related to the TIF Projects (and any other work product arising out of or related to this Agreement) that is not subject to disclosure under Ohio's public records laws; provided, however, that such information and work product may be shared by each party with its employees, agents, advisors, consultants, accountants and attorneys, subject to such recipient's agreement to keep confidential.

IX. Term of Agreement:

The Agreement may be cancelled with respect to future TIF Projects at any time after one year from the effective date of this Agreement, except for pending TIF Projects subject to executed term sheets.

X. Waiver:

No term, provision, or condition of this Agreement shall be waived except in a writing signed by the parties hereto and any such written waiver in any one or more instances shall not be deemed to be a further or continuing waiver of any such term, provision, or condition of this Agreement. The course of conduct of the parties shall not be considered a waiver of any term, provision or condition of this Agreement.

XI. No Third-Party Beneficiaries:

Except to the extent otherwise specifically provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and nothing herein expressed or implied shall give or be construed to give any person, other than the parties hereto, any legal or equitable rights hereunder.

XII. Counterparts:

This Agreement may be executed simultaneously in counterparts (including by means of electronically transmitted reproductions of signature pages), each of which shall be deemed an original, but all of which together constitute one and the same instrument. This Agreement shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that the parties need not sign the same counterpart.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth in the Preamble.

CITY OF LORAIN, OHIO

By: _____
Chase Ritenauer
Mayor

Date

LORAIN PORT AUTHORITY

By: _____
Richard M. Novak
Executive Director

Date

LONG ECONOMIC DEVELOPMENT ADVISORS LLC

By: Timothy P Long
Timothy Long
President

June 8, 2016

Date