

OPTION AND DEVELOPMENT AGREEMENT

THIS OPTION AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between **THE CITY OF AVON, OHIO**, 36080 Chester Road, Avon, Ohio 44011, an Ohio municipal corporation ("Avon" or the "City"), and **T3 HOLDINGS LLC**, an Ohio limited liability company ("T3"). Avon and T3 each being a "Party" and collectively being the "Parties" to this Agreement), effective as of the date it is signed by the last of the Parties (the "Effective Date").

WITNESSETH:

WHEREAS, Avon is the fee simple owner of certain vacant land located within the Avon Recreation Complex in Avon, Ohio, said land presently part of Lorain County Auditor's Permanent Parcel No. 04-00-003-101-493, a vacant parcel of land containing approximately 11.3 acres of land (the "Property"); and

WHEREAS, the Property will be subdivided into two (2) or more lots; and

WHEREAS, one of the lots to be subdivided will contain approximately 9.19 acres of land, a legal description and configuration of which are attached hereto and made a part hereof as Exhibit A-1, which lot is hereinafter called the "Parcel"); and

WHEREAS, T3 desires to acquire an option to purchase the Parcel from Avon in order to construct a building and other facilities thereon for the purpose of operating a health and wellness and athletic performance training facility, as well as all other legally permissible uses related thereto except as hereinafter specifically limited (the "Project"); and

WHEREAS, due to soil instability of the land on the Parcel, T3's construction costs will be substantially increased; and

WHEREAS, Avon is desirous of granting to T3, an option to purchase the Parcel on the terms and conditions set forth in Section 2 below; and

WHEREAS, the parties recognize and understand that the Parcel presents serious challenges to development and in consideration of the undertakings by T3 as herein set forth, the grant of easements as set forth herein, and of the benefits to be realized by Avon and its citizens, Avon will (i) contribute towards the cost of certain tests and studies, (ii) waive certain permit and tap fees, (iii) pay for the cost of soil and mound removal and (iv) pay for the cost of parking improvements on Avon land which improvements may be used by T3, provided that the total of the contribution, amount of waiver of fees, cost of soil and mound removal and cost of parking lot improvements shall not exceed Five Hundred Thousand Dollars (\$500,00.00); and

WHEREAS, in the event T3 exercises said option, Avon and T3 have (i) respectively agreed to undertake certain actions and responsibilities that are necessary for development of the Project on the Parcel and adjacent land owned by Avon as more particularly set forth herein, and (ii) further agreed upon certain other matters concerning the Project that are more particularly set forth below.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ATTACHMENTS.

Exhibits, Schedules and Other Attachments. The following Exhibits, Schedules and other instruments, if any, are attached to this Agreement (except as otherwise indicated in the case of the Survey) and made a part hereof at the time of execution hereof by the Parties.

Exhibit A-1, Approximate Parcel Location and Configuration.

Exhibit A-2, Legal description of the Parcel

Exhibit A-3, The Survey to be completed

Exhibit B, Preliminary Plans

Exhibit C, Permitted Uses

Exhibit D, Remaining Parcels Legal Description

Exhibit E, Form of Deed

2. GRANT OF OPTION. Avon hereby grants to T3 the option to purchase (the “Option”) the Parcel, which currently has frontage on Recreation Lane in the City of Avon, Lorain County, Ohio, generally of the configuration and at the location depicted on Exhibit A-1 attached hereto and made a part hereof. Exercise of the Option by T3 (“Exercise”) shall be by notice to Avon given upon T3 obtaining final loan approval. Closing on the Closing Date (as each of those terms are defined in Section 9 below) shall thereafter be completed by the Parties as soon as possible and thereafter the Parties shall perform their Development Obligations as hereinafter specified.

3. INVESTIGATION/TITLE/SURVEY/AS-IS SALE

a. Parcel and Property Investigation. T3 acknowledges that it has had ample opportunity to investigate and determine the suitability of the Parcel for T3’s intended use and T3 is satisfied with the condition of the Parcel and has determined that the Parcel is suitable for its intended use. T3 has incurred costs in connection with its completion of tests, studies, reports, investigations, evaluations and analysis, including but not limited to those pertaining to title, marketing, environmental, geotechnical, wetlands, soils and other engineering matters (collectively, the “Tests and Studies”). Avon and T3 equally shall bear the costs of any such Test and Studies and Avon will reimburse T3 at Closing for one-half (1/2) of such costs, but the City’s portion of such costs shall not exceed \$10,000.

b. Right of Entry for Investigation; Obligations. T3 and its agents, contractors or employees shall have the right to enter upon the Property for the purpose of performing the Tests

and Studies, provided no activity in connection therewith shall in any way materially damage the Property or materially interfere with the conduct of business thereon by others. T3 shall give the Avon Planning Coordinator or such other City official as Avon may direct, reasonable prior notice before T3 or its agents enter upon the Property pursuant to this Section. In the event this Agreement is terminated or the Option expires without Exercise, T3 shall restore and repair any damage to the Property in connection with its Tests and Studies to the reasonable satisfaction of Avon. T3 further agrees to keep the Property free of all liens in connection with services engaged by T3 in connection with its Tests and Studies, and to cause any such lien that may be filed to be removed by satisfaction, bond, or otherwise, promptly following notice of the lien's existence.

c. Investigation Indemnity of Avon by T3. T3 and its agents and contractors may continue to access the property for purposes related to the Project prior to Closing. T3 agrees to indemnify and hold Avon harmless from and against any and all loss, cost, liability or expense in connection with claims for injury or damage to persons or property in connection with its entry upon the Property, including, without limitation, any property damage, personal injury or claim of lien against the Property resulting from any activities conducted thereon by T3, (including, without limitation, reasonable attorneys' fees and expenses paid or incurred by Avon, if any, resulting from a breach by T3 of its obligations under this paragraph). The foregoing indemnity shall survive any termination of this Agreement.

d. Title Examination; Permitted Exceptions. Within ten (10) days after the Effective Date of this Agreement, Avon shall procure a Title Commitment from Commonwealth Land Title Insurance Company (through its agent, Haverfield Title Agency, Inc., 21851 Center Ridge Road, Rocky River, Ohio 44116 [440-356-1650], (the "Title Company") to issue an ALTA Owners Policy of Title Insurance (the "Commitment"), together with copies of all instruments identified as exceptions to Avon's title to the Property identified in Section B-2 of the Commitment. Haverfield Title Agency, Inc. shall provide a copy of the Commitment and such instruments to T3's counsel by email at tim@tsohiolaw.com. If the Commitment and/or Survey (as defined below) reveal any matters other than permitted exceptions or standard exceptions which will be removed at Closing, T3 shall notify Avon of any such defects no later than thirty (30) days after the Effective Date of this Agreement. Failure to so notify Avon within the aforesaid time period shall be deemed as T3's acceptance of the condition of title. If T3 shall notify Avon of a title defect, Avon may elect to undertake to eliminate all such unacceptable matters to the reasonable satisfaction of T3 and the Title Company. In the event Avon is unable to satisfy said objections or elects not to satisfy said objections within thirty (30) days after said notice, T3 shall, at its option, elect within ten (10) days of the expiration of such period or receipt of such notice to (a) accept title subject to the objections raised by T3 in which event said objections shall be deemed to be waived for all purposes, or (b) cancel this Agreement, whereupon this Agreement shall be of no further force and effect. Upon Closing, the Parcel shall be conveyed to T3 subject only to those covenants, restrictions, easements and other matters affecting Avon's title to the Parcel that are set forth in Schedule B-2 of the Commitment and Section 5 of this Agreement, other than (i) any lien securing the payment of money whether or not disclosed by the Commitment, Avon agreeing that all such liens shall be discharged by Avon on or before Closing, and (ii) such matters, if any, as appear on Schedule B-2 to the Commitment that Avon may have agreed, in writing, to satisfy, cure or otherwise remove pursuant to the terms of this Section 3(d) (the "Permitted Exceptions"). At or prior to Closing, Avon shall provide the Title Company with such affidavits and other instruments as are reasonably necessary for the

Title Company to delete the so-called standard exceptions found in Schedule B-1 of the Commitment from the Owner's Policy identified in Section 9.

e. Survey. T3 shall have the right to order and obtain a boundary survey of the Parcel and of the Property each in compliance with the 2012 Minimum Detail Standards for ALTA-ASCM Surveys (the "Survey"). The Survey will be by Dempsey Surveying Company of Lakewood, Ohio (the "Surveyor"). Upon completion of the Survey, the Survey shall be certified to Avon, T3, the Title Company, T3's lender and any other party designated by T3 and shall specifically identify the square feet within the Parcel. T3 shall submit the Survey to Avon for its approval as to the Survey's compliance with the requirements of this Agreement applicable to the Parcel. (See Exhibit A-3)

f. As-Is Condition. Except for performance of the Development Obligations to be performed or paid for by Avon and as otherwise expressly provided in this Agreement, T3 acknowledges that Avon has made no representations or warranties concerning the Parcel and that upon Exercise and satisfaction of the conditions to Closing set forth in Section 9, T3 will accept the Parcel in its then "as-is" and "where-is" condition "with all faults" and physical defects.

4. DEVELOPMENT UNDERTAKINGS FOLLOWING EXERCISE. Upon Closing, Avon and T3 agree to timely commence and complete the following further undertakings to be performed by Avon or T3, as the case may be (each a "Development Obligation" and collectively the "Development Obligations"), each such Development Obligation being acknowledged to be necessary for development of the Project on the Parcel. Each Development Obligation shall be commenced and completed by the obligated Party within the time specified below together with such extension thereof, if any, as may be mutually agreed upon by the Parties, and subject also to Force Majeure.

a. Planning Commission Review and Approval. T3 has submitted an application for Final Development Plan approval to the Planning Commission of the City of Avon (the "Commission") which was conditionally approved subject to Closing on May 18, 2016. Said application conforms to the general plans previously approved and contains such additional information related to the Project as is required for approval thereof by the Planning Commission (the "T3 Commission Application").

b. Fly-Ash Matter. Avon acknowledges that the Parcel has significant development challenges due to its previous use as a fly-ash disposal area and that prior to any development, soil and mounds will have to be removed from the areas upon which the improvements will be constructed, all in accordance with plans to be submitted and approved by the City. As soon as possible after Closing, as defined below, T3 shall submit the plans for this work to the City Engineer for approval by the City. Upon such approval, T3 shall cause its contractors to complete this soil removal activity. Invoices for said soil removal activity shall be submitted by T3 to the City Engineer and Finance Director for approval by both. Upon such approval having been obtained, the Finance Director shall cause payment to be made directly to T3's contractor.

The soil removed from the T3 building site will be deposited over the norther portion of the T3 site and upon the adjoining parcel to the north owned by the City (Permanent Parcel No. 0400004103030 also referred to as "Block E"). Subsequent to Closing and completion of the T3 development, the City, its successor and assigns, will be responsible for the cost of the removal

of the soil from its property (PP No. 0400004103030). T3, its successors and assigns, will be responsible for the cost of removing the soil from its property. The cost of removing the soil over the sixty foot (60') parking easement up to and adjacent to the City's northern property line will be the responsibility of the party that seeks to construct the parking lot. T3, its successors and assigns, hereby agrees to grant a right of access to the area required to remove said soil and to construct said parking lot to the City and its successors and assigns.

c. Project Plans; Avon Approval. T3 has caused detailed architectural plans and specifications to be prepared for bidding and construction of the Project, by Then Design Architecture, Ltd. ("TDA") (the "Construction Plans"). The Construction Plans have been or will be submitted to Avon for approval, and such approval shall not be withheld, to the extent the Construction Plans conform to the final development plan approved by the Avon Planning Commission on May 18, 2016 and comply with all applicable law. Avon's approval or disapproval of the Construction Plans shall be given within a reasonable time following submission thereof, the reason or reasons for any disapproval by Avon shall be stated in writing with reasonable particularity. In the event of disapproval, T3 shall cause the Construction Plans to be revised to address the reason or reasons for disapproval identified by Avon and submit revised Construction Plans to Avon for approval or disapproval of the revisions. Avon's approval or disapproval of the revisions to the Construction Plans shall be given within a reasonable time following submission thereof and any disapproval thereof shall again be stated in writing with reasonable particularity. The foregoing process shall continue until the Construction Plans are approved by Avon (the approved Construction Plans thereafter being the "Project Plans"). Following approval of the Project Plans by Avon, Avon agrees that it will support the Project Plans in any submission thereof to departments of the City from whom approvals and/or permits are required for construction of the Project to the extent the Project Plans comply with all applicable law. If T3 desires to make any material change in the Project Plans after approval by Avon, T3 shall submit the proposed change to the Avon Planning Commission and/or the Avon Building Department, as the case may be, for its review and approval or disapproval of the modification in the same manner as provided above for initial approval of the Construction Plans. It is anticipated that permit fees and tap in fees for the Project would ordinarily be in excess of Seventy-Five Thousand Dollars (\$75,000.00), however, Avon hereby waives all City requirements for T3 to pay for permit fees, storm water detention fees, tap fees and other developmental fees for the Project and T3 shall not be required to pay any such fees. This shall not however relieve T3 from its responsibility to pay other entities outside the City of Avon for such things as outside plan examination, water taps (Avon Lake), sanitary sewer taps (City of North Ridgeville) or other such charges..

d. Lot Split. Planning Commission approved the lot split plan for the T3 site at its June 15, 2016 meeting. Promptly following approval of the Survey by Avon, Avon shall, at its sole cost and expense, (i) submit the Survey to the Lorain County authorities necessary to effect a subdivision or lot split of the Parcel from the Property, and (ii) submit the meets and bounds narrative description of the Parcel Survey to the Lorain County Engineer for approval as the description for use in conveying the Parcel to T3. Subdivision and meets and bounds approval shall be completed by Avon as promptly as reasonably possible.

f. Construction of Improvements on Avon Land by T3. T3 shall complete construction of parking improvements and other related public improvements (including but not limited to landscaping, striping, installation of parking lot lights and poles and direction signage

if required) over and upon certain land owned by Avon over which T3 shall be granted a non-exclusive easement for parking. Construction of these improvements shall be pursuant to Part XII of the Avon Codified Ordinances, specifically, Chapter 1228, but Council hereby waives the requirement of a formal Developer's Agreement and hereby authorizes the Mayor to waive any provisions of the Codified Ordinances inconsistent with this Agreement. Payment for this work shall be made by Avon according to a draw schedule and schedule of values approved in advance by the Avon City Engineer and Finance Director. T3's contractor may only receive payment at such times as Avon's Engineer confirms that the work on Avon land has been completed in a satisfactory manner according to such draw schedule and schedule of values and after invoices for said work have been submitted to the City Engineer and Finance Director for approval by both. Upon such approval having been obtained, payment may be made to T3's contractor.

5. FINANCING CONTINGENCY.

- a. Financing. Avon acknowledges that T3 intends to finance the development and construction of the Project. T3 has applied for and will continue to use its best efforts to obtain financing for the Project. T3 shall secure financing for the Project within ninety (90) days from the date of last execution hereof, provided that T3 may extend the time with which T3 shall secure financing for the Project for an additional thirty (30) day period (the "Financing Extension"). If all financing necessary to fully fund anticipated Project costs have not been committed prior to expiration of the Financing Extension, either Party may terminate this Agreement effective immediately upon written notice to the other given within ten (10) business days following the expiration of the Financing Extension, whereupon both Parties shall be relieved of all further obligations pursuant to this Agreement that are not expressly stated to survive its termination.

6. USE RESTRICTIONS/PROJECT USE BY AVON.

Any reference to T3 or Avon in this Section 6 includes their respective successors and assigns.

- a. Use Restriction. Upon Closing and conveyance of the Parcel to T3, the Parcel shall be subjected to the following restriction on the use thereof which shall be set forth in the Deed (defined in Section 9 below) as follows:

The Parcel shall be used solely for sports health, wellness, recreational, and/or athletic purposes and for medical purposes, except that not more than twenty (20%) of the gross interior floor area of any building from time to time constructed thereon may be used for related commercial and/or retail purposes, including but not limited to, the preparation and sale of food for on-premises consumption, the sale of athletic apparel, the sale and or lease of sport and athletic equipment, and the repair of sport or athletic equipment (the "Use Restriction"). The foregoing restriction is not intended to benefit any other person or property whatsoever, including but not limited to property that may be part of any common development of the Avon Recreation Area by Avon, and shall be enforceable only by Avon by appropriate judicial proceedings seeking the specific performance thereof and shall continue in perpetuity from and after the Effective Date unless the parties, or their successors and assigns, shall otherwise agree by express written

agreement, it being understood however that the parties are under no obligation to otherwise agree. As regards the use of the Parcel for medical purposes, no greater than fifteen percent (15%) of the gross interior floor space of any building from time to time constructed thereon may be used for medical purposes, unless Avon shall otherwise consent, which consent may be withheld for any reason by Avon.

In the event it appears that the T3 or its successors or assigns are in violation of the use restriction set forth above, Avon may notify T3 or any successor or assignee of any such violation in writing and it shall have an obligation to cure any such violation within a thirty (30) day period following receipt of such written notice. In the event T3, shall fail to cure any such violation within said thirty (30) day period, Avon may file an action for injunctive relief, it being agreed that Avon has no adequate remedy at law in the case of any such violation. In any such action, Avon shall not be required to post a bond and in such a case, T3, , shall be responsible for Avon's reasonable attorney fees and costs in connection with any such action.

b. Project Use by Avon. Upon Closing and conveyance of the Parcel to T3, the Parcel shall be burdened by the following non-transferable covenants in favor of Avon with respect to the improvements to be constructed as part of the Project, such covenants to be set forth in the Deed as follows:

T3 hereby grants to Avon, the right to use the facilities to be constructed on the Parcel by T3 (the "Athletic Facilities") for any of the purposes identified on Exhibit C, attached hereto and made a part hereof (each a "Permitted Use"), each Permitted Use to be exclusively used by Avon or such Avon municipal agencies, entities and programs for Avon residents as Avon may determine and in each case the applicable municipal agency or entity shall work with and through the Avon Parks Department (each a "Benefitted User"), but at no time for any private entity or purpose. Each such use shall be on the following terms and conditions. Each Benefitted User will be required to execute T3's standard waiver of liability form that is signed by all users of the T3 facility.

(i) Each Permitted Use shall require reservation of the Athletic Facilities by or on behalf of the Benefitted User by written notice to T3 specifying the date, time and duration of the Permitted Use, the purpose of the Permitted Use, the Benefitted User, and the specific area of the Athletic Facilities to be used, such notice to be received by T3 not less than sixty (60) days prior to each intended Permitted Use, a ("Reservation"). Any conflict among multiple Benefitted Users attempting to make a reservation for use of the Athletic Facilities shall be resolved by the Avon Parks Director.

(ii) Absent a timely Reservation of the Athletic Facilities, the use thereof on such day or days by all Benefitted Parties for any Permitted Use shall be deemed waived, whereupon T3 shall be entitled to use the Athletic Facilities in their entirety on such day or days for such purposes as T3 may deem appropriate.

(iii) Except for Reservations of Avon Residents for services provided by T3 for which fees will be charged with a ten percent (10%) discount from the lowest advertised price, management of the Permitted Use, and Benefitted User(s), and of all Reservations for the use thereof by Benefitted Users, shall in each case be by the Avon

Parks Director, who shall be solely responsible, at its sole cost and expense, for overseeing such use and coordinating all Reservations by Benefitted Users on behalf of Avon. In the event that any Permitted Use and/or Benefitted User(s) adversely affects, interferes with, or disturbs, in any way, T3's normal business operations, T3 reserves the right, in its reasonable discretion, to immediately terminate the Reservation and remove any and all disruptive Permitted Uses and/or Benefitted Users from the Athletic Facilities for that day. Management by the Avon Parks Director shall include (i) all set up for each Permitted Use and all take down and cleaning necessary to return the Athletic Facilities to T3 at the end of each Reservation in generally the same condition as provided to the Benefitted User at the commencement thereof (normal wear and tear excluded), and (ii) procuring from each individual participant in a Permitted Use, a release of T3, its members and lender from any and all liability for injury to person or property sustained by the participant while on the Athletic Facilities.

(iv) T3 reserves the right to be the sole provider of all food, beverages and concessions available at the athletic facility in connection with a Permitted Use by a Benefitted User unless the parties otherwise agree.

(v) The foregoing rights to use the Athletic Facilities by a Benefitted User shall run with the land.

(vi) The foregoing rights to use may be waived or altered by mutual agreement of the parties hereto but neither party shall be obligated to waive or alter said rights of use. The parties will however convene within six (6) months after the T3 facility is operational to alter the foregoing rights provided both parties determine a need to do so.

7. EASEMENTS/ STORM WATER MANAGEMENT/OTHER TITLE MATTERS.

Any reference to T3 or Avon in this Section 6 includes their respective successors and assigns.

a. Reciprocal Parking Rights/Parcel and Adjacent Property. Upon Closing and conveyance of the Parcel to T3, the Parcel shall be benefitted and burdened by the following reciprocal parking easements with respect to the Parcel and certain adjacent property located to the east of the Parcel, which shall be set forth in the Deed as follows:

Avon hereby grants to T3 with respect to adjacent property owned by Avon as is shown in Exhibit A-1 (and also identified in Exhibit D as Lot D-2) hereto (the "Adjacent Property") for the benefit of the Parcel, and reserves to itself with respect to the Parcel for the benefit of the Adjacent Property, the right and privilege under the circumstances set forth below to use such parking as may be available from time to time on the Parcel, for overflow parking at events occurring on the Adjacent Parcel or other land owned by Avon as to which parking on the Adjacent Parcel may be inadequate. Each party will also enjoy an easement for ingress and egress over such burdened areas for the benefit of the owners and their respective employees, guests, contractors, agents and invitees.

These parking easements enjoyed by each Party are nonexclusive and in common with the owner thereof and such owner's employees and invitees, first come first served. These areas are only to be used for parking and for ingress and egress. Parking areas shall not be blocked or used for any purpose other than parking without first obtaining the prior written approval of each Party.

T3 shall have the responsibility to maintain and repair and remove snow and ice from the parking and drive areas located on the portion of the Adjacent Property (identified above) which T3 may use for parking, to maintain all landscaped areas located on that part of the Adjacent Parcel and to maintain the parking lot lights located on that part of the Adjacent Property. The power for electrical use of the parking lot lights on the Adjacent Property and the Parcel will be separately metered and Avon will from time to time determine when those areas shall be illuminated. Inasmuch as Avon will control the lighting of the parking areas over which the parties have reciprocal easements, Avon will be responsible to pay for the use of this power.

Enforcement of the foregoing Reciprocal Parking Right shall be by the benefitted and burdened parcel owners by appropriate judicial proceedings limited to specific enforcement of the provisions of thereof.

b. Reciprocal Parking Rights-Parcel and North Parcel. Upon Closing, the parcel will also be burdened by the following parking easement in favor of Avon with respect to the real property located to the north of the Parcel which is commonly known as Lorain County Permanent Parcel No. 04-00-004-103-030 (the "North Parcel"):

Avon shall reserve to itself with respect to the North Parcel and all future owners of the North Parcel, a non-exclusive easement for ingress and egress and for parking over the northerly sixty (60) feet of the Parcel. Owners and users of the North Parcel may also, at their sole cost and expense, construct parking and drive facilities upon this burdened area and also parking lot lights. No such construction activities may be undertaken however until the owner of the North Parcel has obtained the prior written consent of the owner of the Parcel, which consent shall not be unreasonably withheld, conditioned or delayed.

Cost of maintaining the parking lot and driveway areas, of snowplowing, of landscaping and of paying the power bill associated with the parking lot lights shall be the responsibility of the party using such facilities. If for example, the owner of the North Parcel shall construct a parking lot and related facilities within the above described burdened area, it alone shall be responsible to maintain and repair said lot and driveway areas, to remove snow therefrom, to maintain the landscaping in said areas and to pay the bill associated with power usage for lighting. If and when, T3 shall expand the Building and require usage of said lot and parking areas, the parties will be equally responsible for all such expenses. Conversely, if T3 shall first construct the parking and driveway areas in this sixty (60) foot area, it alone shall be responsible for the aforesaid costs until the owner of the North Parcel shall begin to use these parking and driveway areas.

Regardless of who constructs the parking area on this North Parcel, said construction and maintenance will be in compliance with the Avon Codified Ordinances.

c. Storm Water Management. Upon Closing and conveyance of the Parcel to T3, the Parcel shall be benefitted by the following easements for connection of the storm water management facilities located on the Parcel to storm water detention facilities located on adjacent property owned by Avon or elsewhere within the Avon Recreation Area designed to serve the Parcel as improved with the Project, the easements to be set forth in the Deed as follows:

(i) Avon, for itself its successors and assigns, hereby grants to T3, its successors and assigns for the benefit of the Parcel, a non-exclusive easement over the land known as Lorain County Auditor's Permanent Parcel No. 04-00-004-103-030 and more particularly described on Exhibit D attached hereto and made a part hereof (the "Storm Water Parcel"), for (i) installation of such pipes, conduits, swales, headwalls and other facilities (the "Off-Site Storm Water Facilities") as are reasonably necessary to connect the storm water management facilities located on the Parcel and serving the Project, to the storm water detention basin and related storm water management facilities located on the Storm Water Parcel adjacent to the east property line of the Parcel and any replacement or expansion thereof (the "Detention Facilities"), (ii) discharge of storm water from the Parcel to the Detention Facilities, and (iii) entry upon so much of the Remaining Parcel as is reasonably necessary for maintenance, repair and replacement of the Off-Site Storm Water Facilities. Each installation of Off-Site Storm Water Facilities on the Remaining Parcel shall be at such location or locations as are reasonably required to accommodate the storm water management system serving the Parcel and Project approved by Avon, such approval not to be unreasonably withheld, conditioned or delayed (the foregoing rights being collectively, the "Storm Water Management Easement"). T3 shall be solely responsible for all maintenance of the Off-Site Storm Water Facilities which benefit the Parcel and as are necessary to keep them in good working order and condition at T3's sole cost and expense. Avon shall be solely responsible for all maintenance required to keep the Detention Facilities in good working order and condition, adequate to serve the Parcel and all other land served thereby, at Avon's sole cost and expense except as hereinafter provided. T3 agrees to reimburse Avon for its proportionate share of the costs from time to time incurred by Avon to perform maintenance of the Detention Facilities as hereinabove required, such proportionate share to be a fraction of such costs, the numerator of which is the area of the Parcel in acres and the denominator of which is the area of the Remaining Parcel, Adjacent Parcel and all other land now or hereafter served by the Detention Facilities (the "T3 Proportional Share"). Avon agrees not to grant additional storm water management easements permitting the connection of other land to the Detention Facilities only if to do so would render the capacity of the Detention Facilities inadequate to serve all land and improvements then served, unless the capacity of the existing Detention Facilities is increased to accommodate the additional land, in which case no part of the cost to expand the Detention Facilities shall be included in the T3 Proportional Share.

Within thirty (30) days of any assessment of the T3 Proportional Share, Avon shall have delivered to T3, a statement setting forth T3 Proportional Share, T3 shall pay said statement. If T3 requests, Avon will provide back-up documentation to substantiate the assessment.

d. No Further Encumbrance. Except as provided in the following paragraph, Avon agrees that during the term of this Agreement, Avon shall not grant any easement, impose any restriction, create any lien, or take or consent to any other action, that would affect its title to the Parcel unless such easement, restriction, lien or other action affecting Avon's title will terminate and end in accordance with its terms prior to the Closing Date or has the prior written approval of T3.

e. NRG Easement. The parties acknowledge that Avon is currently negotiating with NRG Energy, Inc. ("NRG") to grant NRG an underground easement for a pipeline to transport natural gas, which easement will encumber the Parcel. Avon's right to continue to negotiate this easement will not be extinguished at Closing. The part of the Parcel to be permanently encumbered by said easement is depicted in Exhibit A-1. NRG will also be granted a construction easement of a sufficient width to permit construction but this width shall not encroach upon the footprint of the building to be constructed by T3. Said easement shall be non-exclusive and will permit T3, its successors and assigns, to utilize the Parcel for any purpose, so long as such use does not interfere with the rights granted to NRG in said easement. If this easement has not been granted prior to Closing, T3 will execute said easement agreement at such time as negotiations have concluded between NRG and the City and the consideration payable by NRG for this grant shall be paid to the City and not T3. If the T3 receives the proceeds from the sale of these easements, T3 and its successors and assigns agree(s) to forthwith pay said proceeds of sale to the City of Avon. Similarly, if any other public utility company shall desire to acquire an easement in the future from T3, or its successors or assigns, Avon will have the exclusive right to negotiate said easement, but not to the detriment of T3, and the consideration paid by the utility company will be paid to the City, or if collected by T3, or its successor or assigns, remitted to the City. Any such easement shall also be non-exclusive, shall permit T3, its successor and assigns, to utilize the Parcel for any purpose so long as such use does not interfere with the rights granted such utility company in said easement. Any of these easements, including the NRG easement will permit T3, its successors and assigns, to pave, park and drive over the land encumbered by the easement.

8. REPRESENTATIONS AND WARRANTIES. The Parties represent, warrant, and covenant as follows, each representation, warranty and covenant to survive Closing:

a. Avon represents and warrants to T3 that as of the Effective Date and again as of the Closing Date:

(i) Avon has good and marketable title to the Parcel, possesses full power and authority to deal with the Parcel in the manner contemplated by this Agreement, and has granted no other party any right or option to purchase the Parcel or any interest therein except as may constitute a Permitted Exception.

(ii) To the best of Avon's knowledge, there are no threatened actions or legal proceedings affecting the Parcel or Avon's interest therein.

(iii) This Agreement has been duly executed and delivered on behalf of Avon by a officer authorized so to do, and this Agreement is a valid and binding obligation of

Avon, enforceable in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally, and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity.

(iv) Neither any provision of this Agreement or consummation of the transactions contemplated by this Agreement would constitute a default (or an event which with notice and passage of time or both would constitute a default) under any contract or restriction to which Avon is a party or by which it is bound.

(v) Avon has received no notice and has no knowledge of any violation of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Parcel.

(vii) Avon is not obligated on any contract, agreement, or lease, oral or written, with respect to the ownership, use, operation or maintenance of the Parcel, except as the same may constitute a Permitted Exception.

(viii) Avon has not made and prior to Closing will not make any commitments or representations to any applicable governmental authority or surrounding property owners which would adversely affect T3's use of the Parcel or cause an increase in construction costs, nor is Avon aware that any other person has made any such commitment or representation. Avon has not granted any person any legal right to use or occupy any portion of the Parcel beyond the Closing Date. Avon knows of no uncapped oil or gas wells or underground storage tanks on the Parcel.

(ix) Except as may be disclosed in the Avon Diligence Materials, Avon is not aware of any environmental issues relating to the Parcel.

b. T3 represents and warrants to Avon that as of the Effective Date and again as of the Closing Date:

(i) T3 is a duly organized and validly existing limited liability company under the laws of the State of Ohio.

(ii) This Agreement has been duly executed and delivered by a party authorized to take that action on behalf of T3, and this Agreement is a valid and binding obligation of T3, enforceable in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally, and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity.

(ii) Neither any provision of this Agreement nor consummation of the transactions herein contemplated constitute a default (or an event which with notice and passage of time or both would constitute a default) under any contract or restriction to which T3 is a party or by which T3 is bound.

- (iii) Subject to Force Majeure, T3 agrees to commence construction of the Project as promptly as reasonably possible following Closing and to complete construction of the Project within a reasonable time. If construction has not been completed within two (2) years after the Closing Date, T3 shall pay the City the sum of One Hundred Thousand Dollars (\$100,000.00) as liquidated damages.

9. CLOSING; CONVEYANCE OF THE PARCEL

a. Conditions to Closing.

(i) Each of the following shall constitute a condition to Closing for the benefit of Avon: (A) the continued accuracy of each representation and warranty of T3 set forth in Section 8 the absence of any uncured default by T3 pursuant to Section 10. Avon may, in its sole discretion, waive any one or more of the foregoing conditions to Closing, or from time to time extend the time for satisfaction thereof by T3, in either case by notice to T3 and the Escrow Agent.

(ii) Each of the following shall constitute a condition to Closing for the benefit of T3: (A) the continued accuracy of each representation and warranty of Avon set forth in Section 8 the absence of any uncured default by Avon pursuant to Section 10, and (C) readiness of the Title Company to issue its ALTA Owner's Policy of title insurance to T3 in accordance with the Commitment subject only to the Permitted Exceptions, in the amount of anticipated Project costs as estimated by T3 subject only to customary requirements of the Title Company agreeing to increase the policy amount as Project expenditures are made (the "Owner's Policy"). T3 may, in its sole discretion, waive any one or more of the foregoing conditions to Closing, or from time to time extend the time for satisfaction thereof by Avon, in either case by written notice to Avon and the Escrow Agent.

b. Closing Date; Closing; Possession. "Closing Date" shall mean the tenth (10th) business day following satisfaction of all Conditions to Closing set forth in Section 9 above or such other date as is mutually agreed upon by the Parties. "Closing" shall mean consummation of the purchase and sale of the Parcel in accordance with the terms of this Section 9, including delivery of the Deed by Avon to T3. Possession of the Parcel shall be delivered to T3 upon Closing.

c. Purchase Price. The total purchase price for the Parcel to be paid by T3 to Avon upon Closing shall be One Dollar (\$1.00).

d. Escrow; Escrow Agent. Closing shall be in escrow at the office of Haverfield Title Agency, Inc., 21851 Center Ridge Road, Rocky River, Ohio 44116 – Attn: John M. McDermott – 440-356-1650 (the "Escrow Agent") and this Agreement shall serve as escrow instructions subject to such supplementation as Avon and T3 may respectively deem appropriate to the extent consistent with the instructions, terms and conditions of this Agreement.

e. Closing Deliveries. The following instruments to be delivered by each Party to the Escrow Agent shall collectively constitute the "Closing Documents."

(i) On or before the Closing Date (or earlier, if specified below), Avon shall deliver the following to the Escrow Agent: (A) two fully executed counterparts of the limited warranty deed conveying the Parcel to T3, employing the description of the Parcel Survey as the description thereof, said deed to be in substantially the form attached hereto as Exhibit E and made a part hereof (the "Deed"), a copy of the Deed to be provided to counsel for T3 not less than five (5) business days prior to the Closing Date; (B) Avon's affidavit satisfying the requirements of IRC §1445 (the "FIRPTA Affidavit"); (C) those documents reasonably required by the Title Company to evidence Avon's authority to convey the Property to T3; (D) three counterparts, signed by Avon, of the closing statement prepared by the Escrow Agent showing all prorations, receipts and disbursements of the escrow, in form and substance reasonably satisfactory to Avon, T3, any lender to T3 and the Escrow Agent (the "Closing Statement"); and (E) such other documentation as may reasonably be requested by T3 or the Escrow Agent to more fully effect or confirm conveyance of the Parcel to T3 or Avon's performance of any other obligation of Avon contemplated by this Agreement.

(ii) On or before the Closing Date, T3 shall deliver each of the following to the Escrow Agent: (A) the Purchase Price and any additional sum that is the responsibility of T3 pursuant to this Agreement to be paid through Escrow as set forth on the Closing Statement; (B) such evidence as may reasonably be required by the Title Company to evidence T3's authority to enter into and consummate the transactions contemplated by this Agreement; (C) three counterparts of the Closing Statement signed by T3; and (D) such other documentation as may reasonably be requested by Avon or the Escrow Agent to more fully effect or confirm performance of the obligations of T3 contemplated by this Agreement.

f. Distributions by the Escrow Agent. Upon Closing, the Escrow Agent shall deliver or distribute the Closing Documents as follows:

(i) One counterpart of the Deed to the Lorain County Recorder for recordation among the public records of Lorain County, Ohio.

(ii) To T3: Title Policy; one signed counterpart of the Closing Statement; and any excess funds after payment of the Purchase Price to Avon and any other amounts to be paid pursuant to the Closing Statement; and if requested by T3, machine copies of such other Closing Documents as T3 may request.

(iii) To Avon: the Purchase Price; the second counterpart of the Deed; one signed counterpart of the Closing Statement; and if requested by Avon, machine copies of such other Closing Documents as Avon may request.

g. All recorded documents shall be forwarded to T3 promptly upon their return by the Recorder's office.

h. The following transaction and Closing expenses shall be charged to and paid by the Parties as follows:

(i) At Closing, Avon shall pay: (i) one-half (1/2) of the Title Costs (the costs in connection with the issuance of the Title Policy, including the cost of the examination of title, the cost of a special tax search, and the premium for the issuance of the Title Policy); (ii) the

transfer taxes and conveyance fees required to be paid in connection with the transfer of the Premises to T3; (iii) one-half (1/2) of the cost of the Survey; (iv) one-half (1/2) of the Escrow Agent's fees for its services as escrow agent hereunder; and (v) any other charges or prorations as required herein.

(ii) At Closing, T3 shall pay: (i) one-half (1/2) of the Title Costs; (ii) the cost of recording the Deed; (iii) one-half (1/2) of the cost of the Survey; (iv) one-half (1/2) of the Escrow Agent's fees for its services as escrow agent hereunder; and (v) any other charges or prorations as required herein.

(iii) Avon and T3 shall each pay their own legal and other professional fees in connection with this Agreement and the Closing.

i. Prorations and Allocations. The Parties acknowledge that the Parcel is not subject to real estate taxation prior to Closing and that there will be no leases or other occupancies of the Parcel during the term of this Agreement continuing after Closing, such that there are no prorations that will be necessary upon Closing.

10. DEFAULT AND REMEDIES.

a. T3

(i) T3 shall be in default under this Agreement upon any failure to perform one or more of its obligations hereunder for a period of thirty (30) days following written notice from Avon specifying the obligation or obligations in default by T3, except that (A) if the noticed default cannot reasonably be cured within thirty (30) days and T3 has commenced the cure thereof within thirty (30) days following notice thereof from Avon, T3 shall have such additional time as is reasonably required to complete the cure thereof with diligence, and (B) T3 shall be in immediate default, without notice, in the event T3 fails to proceed with Closing on the Closing Date without justification pursuant to the terms of this Agreement.

ii. Upon any default by T3, Avon may (A) seek specific performance of the obligation in default and retention of jurisdiction by the tribunal before whom specific performance is sought to assure performance of the remaining obligations of the parties hereunder, or (B) terminate this Agreement effective immediately upon notice to T3, whereupon both Parties shall be relieved of all further obligations to the other hereunder. Avon hereby waives, releases and relinquishes all right to seek or recover monetary damages in connection with a default hereunder by T3 except shall T3 shall reimburse Avon for all costs and expenses incurred in connection with its Development Obligations and for its reasonable legal fees and disbursements incurred in connection with any legal action.

(b) Avon

(i) Avon shall be in default under this Agreement upon any failure to perform one or more of its obligations hereunder for a period of thirty (30) days following written notice from T3 specifying the obligation or obligations in default by Avon, except that (A) if the noticed default cannot reasonably be cured within thirty (30) days and Avon has commenced the cure thereof within thirty (30) days following notice thereof from T3, Avon shall have such

additional time as is reasonably required to complete the cure thereof with diligence, and (B) Avon shall be in immediate default, without notice, in the event Avon fails to proceed with Closing on the Closing Date without justification pursuant to the terms of this Agreement.

ii. Upon any default by Avon, T3 may pursue one or more of the following remedies at its sole option in addition to any other remedy available at law or equity: (i) to terminate this Agreement, in which event Avon shall be responsible for all Title Costs and accrued escrow fees and shall reimburse T3 for all costs and expenses incurred in connection with the Survey, Test and Studies, and Development Obligations; (ii) to cure Avon's default, including, without limitation, expending amounts or taking other action to cure such default, and all amounts expended by T3 to cure Avon's default shall be payable by Avon on demand if Closing does not occur; (iii) T3 shall have the right, at its sole option, to sue Avon for specific performance (Avon and T3 acknowledging that money damages may not be an adequate remedy for a breach of this Agreement by Avon) and/or damages suffered by T3, in which event, T3 shall be entitled to reimbursement by Avon of T3's reasonable legal fees and disbursements incurred in connection with such action.

c. Upon any Party's election to terminate this Agreement in accordance with its terms (i) all documents and other funds delivered into escrow shall be returned by the Escrow Agent to the depositing Party promptly following receipt of a copy of the notice terminating this Agreement from either Party, (ii) T3 shall return all Avon Diligence Materials received from Avon, and (iii) each party shall pay such costs for which it is responsible in accordance with the terms of this Agreement. Following satisfaction of the foregoing requirements, and subject only to their performance, this Agreement shall terminate and neither Party shall have any further obligation hereunder to the other except as expressly stated to survive a termination of this Agreement.

11. NOTICES. All notices, demands, requests, and other communications required by this Agreement shall be in writing and shall be deemed to have been properly given or served when received if: (i) personally delivered, (ii) deposited, charges prepaid, with a nationally recognized overnight courier (which shall include the United States Postal Service) for next business day delivery, properly addressed to the party for whom intended, or (iii) deposited postage prepaid, as certified or registered US mail, properly addressed to the party for whom intended:

If to Avon addressed to:

Mayor, City of Avon
36080 Chester Road
Avon, Ohio 44011

With a copy to:

John A. Gasiar, Esq.
Law Director, City of Avon
36815 Detroit Avenue
Avon, Ohio 44011

If to T3 addressed to:

T3 Performance, LLC
Attn: Mike D'Andrea
32928 Sorrento Lane
Avon Lake, Ohio 44012

With a copy to:

Timothy S. Trigilio, Esq.
Trigilio, Stephenson & Dattilo, PLL
5750 Cooper Foster Park Road, Suite 102
Lorain, Ohio 44053

Any Party may change the mailing address for notices to itself and/or its copy recipient by notice to all other Parties and their copy recipients.

12. TERM OF AGREEMENT. This Agreement shall remain in full force and effect until performed by the Parties or terminated in accordance with its terms. Upon any expiration or termination of this Agreement, provisions hereof expressly specified to survive a termination or expiration of this Agreement shall continue until performed, satisfied or otherwise discharged in accordance with their terms.

13. MISCELLANEOUS

a. Force Majeure. Unless otherwise expressly provided, neither Avon nor T3 will be considered in default of an obligation to be performed by Avon or T3 as the case may be, if delayed in the performance thereof due to causes beyond its reasonable control and without its fault or negligence ("Force Majeure"). Such causes shall include, but are not limited to, acts of God or of an enemy of the United States, acts of terrorism, acts of the federal or state government, acts or delays of the other party, fires, floods or other casualty, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or the delays of contractors, subcontractors or materialmen due to any of the foregoing.

b. Assignment of Agreement. T3 shall not assign this Agreement without Avon's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Avon shall have 30 days notice to provide said written consent from the time it obtains proper notice as set forth herein. T3 may, without the necessity of obtaining Avon's consent but with notice to Avon, but with not less than ten (10) days written notice to Avon: (i) assign this Agreement to an affiliate of T3 that is controlled by T3 or by the principals of T3 effective upon written assumption of this Agreement by the assignee and provision of a fully executed counterpart thereof to Avon; (ii) without assigning this Agreement, designate one or more other persons or entities to receive title to the Property pursuant to the Closing Documents upon Closing (a "T3 Nominee"). Notwithstanding assignment of this Agreement or the designation of a T3 Nominee as provided above, T3 shall remain fully liable for the performance of each and every obligation to be performed by T3 pursuant to this Agreement unless expressly relieved of further liability hereunder in writing by Avon. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

c. Limitation on Sale of Parcel. Except as security for a mortgage loan in connection with the Project, T3 shall not convey the Parcel or improvements thereon, or any interest therein, to any person other than a permitted Assignee of this Agreement prior to the completion of construction of the Project. Thereafter, T3 may freely convey the Parcel, subject to the notice provisions of this paragraph and subject to the restriction, easements and rights with respect thereto created and of record by virtue of the Deed.

d. Counterpart Execution. This Agreement and any amendment or modification of this Agreement may be signed by the parties in multiple counterparts, in the presence of each other or at separate locations and times, and each counterpart to which the signatures of all parties have been appended shall constitute an original hereof of all purposes. Delivery of this Agreement or such amendment or modification by either party may be effected by transmitting its executed counterpart by facsimile or e-mail ("Electronic Delivery") in lieu of delivering a counterpart thereof with such party's original signature affixed thereto. Any party availing itself of Electronic Delivery intends to bind itself to the terms of the instrument so executed by its delivery in such manner, acknowledges that the other party will and is entitled to rely on such party's Electronic Delivery as delivery of such party's executed counterpart for all purposes, and hereby waives any defense to the enforcement thereof based upon the failure of such party to deliver an executed counterpart with an original signature affixed thereto to any other party. Notwithstanding the foregoing, any party availing itself of Electronic Delivery nonetheless agrees that promptly following the foregoing facsimile transmittal, it shall deliver an original executed counterpart of this Agreement or the amendment or modification, as the case may be, to the party receiving Electronic Delivery, but its failure so to do shall not affect the enforceability of this Agreement or the amendment or modification as executed at the time of Electronic Delivery.

e. Good Faith and Fair Dealing. From and after the date hereof, the Parties agree to cooperate with one another in good faith, and to deal fairly with one another, so as to reasonably facilitate performance of each Party's obligations pursuant to this Agreement, effect consummation of the transactions contemplated hereby, and resolve unforeseen conditions that may arise subsequent to the execution hereof.

f. No Merger. No provision of this Agreement shall be merged into the Deed, all provisions hereof to continue in full force and effect until the first to occur of their performance or termination of this Agreement in accordance with its terms.

g. Approvals. Unless otherwise expressly provided in this Agreement, no approval or consent required of Avon or T3 pursuant to the terms of this Agreement shall be unreasonably withheld, delayed or conditioned. Any such consent or approval in the case of Avon, shall be deemed to require the consent or approval of the Mayor unless the Mayor designates another official of the City in writing.

h. Limitation on Personal Liability. No elected official or employee of Avon shall have any personal liability in the event of any default or breach of this Agreement by Avon, or for any sum which may be payable to T3 pursuant to the terms of this Agreement or any obligation arising in connection with this Agreement.

i. Further Assurances. Each Party agrees to execute such other and further documents as may be necessary or required to consummate or more fully confirm or effect the transactions contemplated in this Agreement, at the expense of the party requesting such documents.

j. Entire Agreement. This Agreement represents the entire agreement of the Parties, all negotiations, consideration, representations, and understandings between them with respect to the Project being incorporated in this Agreement which and may be modified only by written agreement signed by both Parties.

k. Captions and Titles. All captions and titles in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement in any interpretation thereof.

l. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, the remainder of this Agreement shall continue in full force and effect without the illegal or invalid provision unless it is expressly determined to be inequitable to the Parties for it to do so.

m. Governing Law and Forums. This Agreement shall be governed by the laws of the State of Ohio. Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be litigated in the Lorain County Court of Common Pleas or the Federal Court for the Northern District of Ohio, and the parties consent and submit themselves to the jurisdiction and venue of those courts.

n. Avon Council Approval. This Agreement shall not be enforceable against the City unless and until it has been approved by Avon City Council by adoption of an appropriate ordinance.

o. Avon Total Contribution. As set forth herein, Avon has agreed to contribute up to the sum of \$10,000.00 towards the cost of certain tests and studies, to waive certain permit, tap and other fees (¶4(c), to pay for soil and mound removal (¶4(b) and to pay for parking and related improvements (¶4(f). In no case however, shall the total of these items exceed \$500,000.00, any such excess to be paid by T3.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have signed this Agreement in the presence of the witnesses and on the dates set forth below.

THE CITY OF AVON, OHIO, an Ohio municipal corporation

By: _____
Mayor, City of Avon

Bryan K. Jensen
Date of Signature _____

T3 Holdings LLC, an Ohio limited liability company

By: _____
Its: President

Michael D'Andrea
Date of Signature: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

John Gasior, Director of Law
City of Avon

Exhibit
Approximate Parcel Location and Configuration.

A-1

[AVON TO PROVIDE]

**Exhibit
Survey**

A-2

[TO BE ATTACHED]

**Exhibit
Preliminary Plans**

B

[TO BE ATTACHED]

EXHIBIT C
Permitted Uses

- (1) Avon Residents. T3 will provide a ten (10) percent discount for all services offered by T3 at the Athletic Facilities from time to time to residents of Avon that provide adequate proof of residence (excluding T3's travel baseball organization).
- (2) Avon Daily Use. For a nine (9) month period from Monday through Friday (excluding holidays) beginning on September 1 and ending May 31 of each year, T3 will provide Avon with a two hour time period from 10:00 am to 12:00 pm for use of the turf field by Benefitted Users (as defined in Section 6 herein) and not for private use. This use shall be scheduled by the Avon Parks Department with T3 at least sixty (60) days in advance of the intended use and will be forfeited if not scheduled. Any such use will be overseen, coordinated and managed by the Avon Parks Department.
- (3) Recreational programs. T3 will work with the Avon Parks Department annually to create three (3) fixed programs per year, with no more than one (1) of the three (3) programs taking place per season (Fall, Winter, Spring) each such program to permit use on one day for a period of no more than three (3) hours. **Please note, for the purposes of this Agreement the terms annual, annually, and year shall be defined as the time period between August 15 and May 31.** Each respective program will specify Avon's Permitted Use of the Athletic Facilities and will be scheduled at least sixty (60) days prior to September 1 for Fall programs, December 1 for Winter programs and March 1 for Spring programs.
- (4) Additional Benefits.
 - a. On an annual basis, T3 will dedicate a total of fifteen (15) days for Avon's High School baseball, softball, and lacrosse teams to hold team tryouts and initial practices. This usage will be between the hours of 3:00 p.m. and 4:30 p.m., Monday thru Friday which are scheduled at least sixty (60) days in advance of any such use with T3. The user and T3 may agree to alternate 1.5 hour time slots from time to time.
 - b. On an annual basis during the Ohio High School Athletic Association's ("OHSAA") football season, Avon's High School football team(s) will be able to use Turf Fields #1 and #2 up to ten (10) times in one year in the event of inclement weather between the hours of 3:00 p.m. and 4:30 p.m., Monday thru Friday.
- (5) Avon Businesses. As an added incentive and no more than two (2) times per season (Fall, Winter, Spring), T3 will offer one (1) complementary corporate challenge, to be conducted by T3 at T3's sole expense, at times to be mutually agreed, the duration of which will be approximately 2-3 hours on one day, for any new business moving its operations to the City of Avon.

EXHIBIT D
Remaining Parcel Legal Description

[AVON TO PROVIDE]

EXHIBIT E
Form of Deed

[TO BE CONSISTENT WITH PROVISIONS SET FORTH HEREIN]