

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The definitive Official Statement with respect to these securities will be made available concurrent with their sale.

PRELIMINARY OFFICIAL STATEMENT DATED JUNE 24, 2026

NEW ISSUE

**RATING: Moody's: "Baa3"
BOOK-ENTRY-ONLY**

In the opinion of Roetzel & Andress, A Legal Professional Association, Bond Counsel, under existing law, (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and (ii) interest on, and any profit made on the sale, exchange or other disposition of, the Series 2026 Bonds are exempt from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax. Interest on the Series 2026 Bonds may be subject to certain federal taxes imposed only on certain corporations. For a more complete discussion of the tax aspects, see "TAX MATTERS" herein.



\$16,585,000*
PORTAGE COUNTY PORT AUTHORITY
REVENUE BONDS
(BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT)
SERIES 2026

Dated: Date of Issuance

Due: December 1, as shown on the inside front cover

This cover page contains information for general reference only. It is not intended as a summary of these issues. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Portage County Port Authority (the "Authority"), a port authority and political subdivision organized and existing under the laws of the State of Ohio (the "State"), including Sections 4582.21 through 4582.60, Ohio Revised Code, as amended (the "Act"), is issuing its Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026 in the aggregate principal amount of \$16,585,000* (the "Series 2026 Bonds") pursuant to a Trust Indenture, dated as of July 1, 2026 (the "Indenture"), between the Authority and Argent Institutional Trust Company, as trustee (the "Trustee"). The Series 2026 Bonds will be dated their date of delivery, will be in authorized denominations of \$5,000 plus integral multiples of \$5,000 in excess thereof, and will mature on December 1 of the years as shown on the front inside cover hereof. The Series 2026 Bonds will bear interest payable semi-annually on June 1 and December 1 of each year, commencing December 1, 2026, until maturity or earlier redemption.

The Series 2026 Bonds are subject to optional and mandatory redemption prior to maturity as set forth and described under the caption "THE SERIES 2026 BONDS – Optional Redemption" and "Mandatory Sinking Fund Redemption."

The Authority will loan the proceeds of the Series 2026 Bonds to Bio-Med Science Academy STEM School (the "Borrower"), an Ohio nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), pursuant to the terms of a Loan Agreement, dated as of July 1, 2026 (the "Loan Agreement"), by and between the Authority and the Borrower, and the Borrower will use the proceeds thereof for the following purposes: (i) financing the costs of constructing, renovating, acquiring, and equipping of a K-6 STEM School facility for the Borrower, which is housed on the campus of Kent State University and located at 800 E. Summit Street, Kent, Ohio (collectively, the "Real Estate"), which constitute "port authority facilities," as defined in the Act (collectively, the "Facilities"); (ii) funding a debt service reserve fund for the Series 2026 Bonds; (iii) funding capitalized interest on the Series 2026 Bonds; and (iv) paying certain costs associated with the issuance of the Series 2026 Bonds (clauses (i) through and including (iv) collectively, the "Financing"). The Real Estate is owned by Kent State University and leased to the Borrower pursuant to a ground lease (the "Ground Lease"). See "PLAN OF FINANCE" and "APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT."

The Series 2026 Bonds are not general obligations and are not secured by the full faith and credit or taxing power nor are they payable from any of the general funds or assets of the Authority, any city or county government, the State or any other governmental authority or political subdivision (including those who may contract with the Authority) and are special and limited obligations of the Authority and will be payable solely from and secured exclusively by the payments, revenues and other amounts pledged thereto under the Indenture, including payments to be made by the Borrower under the Loan Agreement, and payments to be made by the Borrower under the Series 2026 Note (the "Series 2026 Note") which secures the Series 2026 Bonds, dated the date of delivery of the Series 2026 Bonds. To secure its obligations under the Loan Agreement (and in turn secure the Series 2026 Bonds), the Borrower has pledged certain revenues and the Borrower has granted a leasehold mortgage (the "Leasehold Mortgage") on the Mortgaged Property (as defined in the Leasehold Mortgage). See "SECURITY FOR THE SERIES 2026 BONDS" herein. The Borrower may not charge tuition and has no taxing authority.

THE SERIES 2026 BONDS AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT THERETO, AND INTEREST THEREON, ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS DESCRIBED HEREIN AND PAYABLE SOLELY OUT OF THE TRUST ESTATE, INCLUDING WITHOUT LIMITATION THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND AS PLEDGED AND ASSIGNED FOR ITS PAYMENT IN ACCORDANCE WITH THE INDENTURE AND ARE AN OBLIGATION OF THE AUTHORITY ONLY TO THE EXTENT OF THE TRUST ESTATE, ALL AS FURTHER DESCRIBED IN THE INDENTURE. THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE TRUST ESTATE WILL BE ADEQUATE TO PAY DEBT SERVICE ON THE SERIES 2026 BONDS. THE SERIES 2026 BONDS AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT THERETO, AND INTEREST THEREON, ARE NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL OR MORAL OBLIGATION, DEBT OR LIABILITY OF THE AUTHORITY, THE SERIES 2026 BONDS DO NOT CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NONE OF THE AUTHORITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2026 BONDS, OR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE BORROWER. THE BORROWER HAS NO TAXING POWER. See "SECURITY FOR THE SERIES 2026 BONDS" herein.

The Series 2026 Bonds are offered when, as and if issued by the Authority and received by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Roetzel & Andress, A Legal Professional Association, Akron, Ohio, as Bond Counsel. Certain legal matters in connection with the issuance of the Series 2026 Bonds will be passed upon for the Authority by its counsel, Roetzel & Andress, A Legal Professional Association, Akron, Ohio, for the Borrower by its special counsel Bricker Graydon Wyatt LLP, Columbus, Ohio, and for the Underwriter by its counsel, Hawkins Delafield & Wood, LLP, San Francisco, California. Baker Tilly Municipal Advisors, LLC, is municipal advisor to the Authority, and Bradley Payne, LLC, is municipal advisor to the Borrower. It is expected that the Series 2026 Bonds will be available for delivery through the facilities of DTC on or about July [], 2026.

STIFEL

This Official Statement is dated _____, 2026.

*Preliminary, subject to change.

MATURITY SCHEDULE

\$16,585,000*

**PORTAGE COUNTY PORT AUTHORITY
REVENUE BONDS
(BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT)
SERIES 2026**

\$[_____] [____]% Term Bonds, due December 1, 20____, Priced to Yield [____]%, CUSIP Number _____[†]

\$[_____] [____]% Term Bonds, due December 1, 20____, Priced to Yield [____]%, CUSIP Number _____[†]

\$[_____] [____]% Term Bonds, due December 1, 20____, Priced to Yield [____]%, CUSIP Number _____[†]

\$[_____] [____]% Term Bonds, due December 1, 20____, Priced to Yield [____]%, CUSIP Number _____[†]

* Preliminary, subject to change,

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Issuer

Portage County Port Authority

Bond Counsel to the Issuer

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Akron, Ohio

Municipal Advisor to the Authority

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Columbus, Ohio

Borrower

Bio-Med Science Academy STEM School
Kent, Ohio

Municipal Advisor to the Borrower

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Cincinnati, Ohio

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Columbus, Ohio

Underwriter

Stifel, Nicolaus & Company, Incorporated
Columbus, Ohio

Underwriter's Counsel

Hawkins Delafield & Wood LLP
San Francisco, California

Trustee, Paying Agent and Depository

Argent Institutional Trust Company
Cincinnati, Ohio

This Official Statement does not constitute an offer to sell the Series 2026 Bonds or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds by any person in any state or other jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale in such state or jurisdiction. No dealer, salesperson or any other person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the Series 2026 Bonds, and, if given or made, such information or representation must not be relied upon.

The information set forth herein under the headings “THE AUTHORITY” and “ABSENCE OF MATERIAL LITIGATION – The Authority” has been furnished by the Authority. All other information set forth herein has been obtained from the Borrower and other sources that are believed to be reliable. The adequacy, accuracy or completeness of such information is not guaranteed by, and is not to be construed as a representation of, the Authority or the Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the Authority, The Depository Trust Company or the Borrower since the date hereof.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of these transactions, but the Underwriter does not guarantee the accuracy or completeness of this information.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements generally are identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. Such forward-looking statements include but are not limited to certain statements contained in the information under the headings “CERTAIN RISK FACTORS,” and “APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT” in this Official Statement. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Borrower does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

The Borrower maintains a website providing additional information about itself and its operations. The information on such website is not included as part of, or incorporated by any reference in, this Official Statement.

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OFFICIAL STATEMENT
\$16,585,000*
PORTAGE COUNTY PORT AUTHORITY
REVENUE BONDS
(BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT)
SERIES 2026

INTRODUCTION

This Official Statement, including the cover page, the inside cover page, and Appendices hereto (the “Official Statement”), is provided to furnish information with respect to the sale and delivery of the Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project) Series 2026, in the aggregate principal amount of \$16,585,000* (the “Series 2026 Bonds”) to be issued by the Portage County Port Authority, a body corporate and politic and a political subdivision of the State of Ohio (the “Authority”).

The Series 2026 Bonds

The Series 2026 Bonds will be issued pursuant to Sections 4582.21 to 4582.60, both inclusive, of the Ohio Revised Code, as enacted and amended from time to time (the “Act”) and a Trust Indenture, dated as of July 1, 2026 (the “Indenture”), by and between the Authority and Argent Institutional Trust Company, as trustee (the “Trustee”). The Series 2026 Bonds will bear interest payable on June 1 and December 1 of each year, commencing December 1, 2026 (each such date, an “Interest Payment Date”) and will be subject to optional, mandatory and extraordinary redemption prior to maturity as set forth under “THE SERIES 2026 BONDS – Redemption” herein.

The proceeds of the Series 2026 Bonds will be loaned to Bio-Med Science Academy STEM School (the “Borrower”), an Ohio nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), pursuant to a Loan Agreement, dated as of July 1, 2026 (the “Loan Agreement”), by and between the Authority and the Borrower. The Series 2026 Bonds and the interest thereon are payable solely out of certain revenues and income received by the Authority or the Trustee pursuant to the Loan Agreement and payments to be made by the Borrower under the Series 2026 Note (the “Series 2026 Note”) dated the date of delivery of the Series 2026 Bonds. See “THE SERIES 2026 BONDS” herein.

The Series 2026 Bonds will be issued in initial minimum denominations of \$5,000 and any integral multiple of \$5,000 in excess thereof and in fully registered form only and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”).

Authority for Issuance

The Series 2026 Bonds will be issued by the Authority pursuant to the Act, a resolution of the Authority, and the Indenture. See “THE AUTHORITY” herein.

Use of Proceeds

The Borrower will use the proceeds of the Series 2026 Bonds for the following purposes: (i) financing the costs of constructing, renovating, acquiring, and equipping a K-6 STEM School facility for the Borrower, which is housed on the campus of Kent State University and located at 800 E. Summit Street, Kent, Ohio (collectively, the “Real Estate”), which constitute “port authority facilities,” as defined in Ohio Revised Code Section 4582.21 (collectively, the “Facilities”), and, if applicable, financing new equipment and materials for

* Preliminary, subject to change.

the Borrower's Rootstown campus located at 4211 State Route 44, Rootstown, Ohio; (ii) funding a debt service reserve fund for the Series 2026 Bonds; (iii) funding capitalized interest on the Series 2026 Bonds; and (iv) paying certain costs associated with the issuance of the Series 2026 Bonds (clauses (i) through and including (iv) collectively, the "Financing").

Approximately \$13,819,492* of the proceeds of the Series 2026 Bonds will be used to renovate (the "Project") an existing two-story, approximately 128,012 square foot building currently known as the Michael Schwartz Center building (the "Schwartz Center") located on the campus of Kent State University (as defined herein, "Kent State"). The Schwartz Center housed the Kent State University School, a laboratory school for student teachers, from its opening in 1956 through 1986, and currently houses Kent State's Admissions Office, Bursar's Office, Parking Services, Office of the University Registrar and ROTC program. As renovated, the Facilities will consist of an approximately 114,065 square foot, two-story STEM School building serving up to 600 students in kindergarten through grade 6, with twelve kindergarten through 3rd grade classrooms, a visual art room, special education classrooms and intervention rooms, administrative space, storage, approximately 5,160 square feet of dining and food prep space on the first floor, twelve 4th through 6th grade classrooms, extended learning space for ELA, a media center, maker spaces, special education classrooms and intervention rooms, and administrative and office space. The first floor will also include an approximately 3,575 square foot auditorium which is not expected to be renovated as part of the Project.

The Facilities will be used by the Borrower for the operation of Bio-Med Science Academy STEM School, an Ohio public independent STEM school operating kindergarten through grade 12 (the "School"). The School currently operates at the following three campuses, that the Borrower leases from three unrelated landlords: (i) kindergarten through grade 4 at a campus located at 4519 State Route 303, Ravenna, Ohio 44266 (the "Shalersville Campus"); (ii) grades 5-6 at a campus located at 653 Enterprise Parkway, Ravenna, Ohio 44266 (the "Ravenna Campus"); and (iii) grades 7-12 at a campus located at 4211 State Route 44, Rootstown, Ohio 44272 (the "Rootstown Campus" and, together with the Shalersville Campus and the Ravenna Campus, the "Non-Pledged Campuses").

The Shalersville Campus is owned by the Shalersville Township Board of Trustees and leased to the Borrower pursuant to a Lease Agreement for Educational Use of Real Property, effective January 3, 2016 (the "Shalersville Lease"), for a term of January 1, 2017 through June 30, 2027, and the Borrower has thereunder the right of first refusal to negotiate for a renewal or a new lease upon terms mutually agreeable to the parties. The Ravenna Campus is owned by Family & Community Services, Inc., and leased to the Borrower pursuant to a Commercial Lease Agreement dated February 1, 2019 (the "Ravenna Lease"), for a term of February 1, 2019 through June 30, 2039. The Rootstown Campus is owned by Northeast Ohio Medical University and leased to the Borrower pursuant to a Lease Agreement dated July 1, 2017 (the "2017 Rootstown Lease"), and a Lease Agreement dated July 2021 (the "2021 Rootstown Lease" and, together with the 2017 Rootstown Lease, the "Rootstown Leases"; the Rootstown Leases, together with the Shalersville Lease and the Ravenna Lease, are hereinafter referred to as the "Non-Pledged Campus Leases"), for an initial term through June 30, 2037, and an initial term through June 30 2045, respectively.

Following the substantial completion of the Project, which is expected to occur in June, 2027, the Borrower expects to consolidate the kindergarten through grade 6 of the School from the Shalersville Campus and the Ravenna Campus to the Facilities, and terminate the Shalersville Lease and the Ravenna Lease. The Borrower anticipates operating kindergarten through grade 6 at the Facilities going forward pursuant to the Ground Lease (as defined herein) (with an initial term through June 30, 2061) and grades 7-12 at the Rootstown Campus going forward, pursuant to the Rootstown Leases (with terms through June 30, 2037 and June 30, 2045, respectively).

None of the Non-Pledged Campuses, including the Rootstown Campus, are to be encumbered by the Leasehold Mortgage or otherwise a source of security for the Borrower's obligations in connection

* Preliminary, subject to change.

with the Series 2026 Bonds. See “CERTAIN RISK FACTORS – No Fee Interest in Certain Facilities” herein.

The Real Estate is owned by Kent State University (“Kent State”), a public research university and part of the University System of Ohio, and ground leased to the Borrower pursuant to a Ground Lease entered into simultaneously with the issuance of the Bonds (the “Ground Lease”). The Ground Lease has an initial term of thirty-five (35) years, plus two (2) additional renewal terms of five (5) year periods, and three (3) additional extended renewal terms of five (5) year periods. See “THE GROUND LEASE” herein and “APPENDIX G – FORM OF GROUND LEASE” attached hereto.

The Borrower expects to enter into a sublease agreement between the Borrower and Kent State (the “Sublease Agreement”) pursuant to which Kent State will continue to occupy a portion of the Facilities for the continuing operation of Kent State’s ROTC Program. See “APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT – THE PROJECT” attached hereto and “CERTAIN RISK FACTORS – Factors That Could Affect the Security Interest in the Facilities; Superior Liens; Subtenant of Facilities – ROTC Sublease” herein.

See “ESTIMATED SOURCES AND USES OF FUNDS” herein and “APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT” attached hereto.

Security for the Series 2026 Bonds

The Series 2026 Bonds and the interest thereon are payable solely out of certain revenues and income received by the Authority or the Trustee pursuant to the Loan Agreement and payments to be made by the Borrower under the Series 2026 Note.

Pursuant to and to the extent described in the Indenture, the Authority assigns to the Trustee, as security for the payment of the Series 2026 Bonds as well as any Additional Bonds that may be issued in the future (collectively, the “Bonds”), the following (the “Trust Estate”): (i) the Series 2026 Note and any other notes issued in connection with the issuance of any Additional Bonds (collectively, the “Note”), which have been endorsed by the Authority to the order of the Trustee and pledged by the Authority to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby and owing under the Loan Agreement; (ii) all right, title and interest of the Authority in and to the Loan Agreement (except the rights reserved to the Authority and referred to in the Indenture), the Collateral, the Series 2026 Note, the Gross Revenues and the Leasehold Mortgage (as such undefined terms are defined herein); and (iii) all other property of every kind, if any, which is hereafter subjected to the lien of the Indenture or pledged or assigned to the Trustee pursuant to the Indenture, including without limitation, the proceeds of the Bonds and all cash and securities held by the Trustee in the Funds and Accounts created under the Indenture (except for the Rebate Fund), and all earnings thereon, and all proceeds of condemnation and insurance received by the Borrower and applied to the extraordinary optional redemption of the Bonds.

Pursuant to the Indenture, the Trustee will hold a portion of the proceeds of the Series 2026 Bonds, as well as other amounts deposited by the Borrower pursuant to the Loan Agreement, if any, in a Reserve Fund for the payment of debt service on the Series 2026 Bonds to the extent Loan Payments made by the Borrower are insufficient. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Indenture – Revenue Fund – Reserve Account” herein.

Pursuant to the Leasehold Mortgage, the Borrower grants to the Trustee a first priority lien on the Facilities and its leasehold interest in the Real Estate, subject to certain permitted encumbrances. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Leasehold Mortgage” herein. **None of the Non-Pledged Campuses, including the Rootstown Campus, are to be encumbered by the Leasehold Mortgage or otherwise a source of security for the Borrower’s obligations in connection**

with the Series 2026 Bonds. See “CERTAIN RISK FACTORS – No Fee Interest in Certain Facilities” herein.

Limited Obligations. The Series 2026 Bonds are limited obligations of the Authority payable solely from the payments to be made on the Series 2026 Note and under the Loan Agreement, except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof and under certain circumstances proceeds from insurance and condemnation awards. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS” herein.

Deposit Account Control Agreement. To further secure its obligations under the Loan Agreement, the Borrower will enter into a Deposit Account Control Agreement dated as of the Closing Date (the “Control Agreement”), by and among the Borrower, the Trustee, and The Huntington National Bank, as the Borrower’s primary operating depository bank, which will perfect the Trustee’s security interest in the moneys on deposit in the Borrower’s primary operating depository account (the “Primary Operating Account”) prior to such moneys being deposited into the Revenue Fund as required under the Loan Agreement and which will permit the Trustee to exercise control over such account upon and during the continuance of an Event of Default. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Financial Covenants – Borrower Payments into the Revenue Fund; Deposit Account Control Agreement” herein.

Redemption

The Series 2026 Bonds will be subject to optional redemption, extraordinary redemption, and mandatory sinking fund redemption as described below under “THE SERIES 2026 BONDS – Redemption.”

Certain Risk Factors

The Series 2026 Bonds may not be a suitable investment for all investors. Prospective purchasers of the Series 2026 Bonds should read this entire Official Statement, including the appendices and the information under the section “CERTAIN RISK FACTORS” before making an investment in the Series 2026 Bonds.

Miscellaneous

This Official Statement contains brief descriptions of, among other things, the Series 2026 Bonds, the Indenture, the Loan Agreement, the Leasehold Mortgage, the Borrower and the School. All references in this Official Statement to documents are qualified in their entirety by reference to such documents, and references to the Series 2026 Bonds are qualified in their entirety by reference to the form of the Series 2026 Bonds included in the Indenture. The Borrower maintains a website providing additional information about itself and its operations. The information on such website is not included as part of, or incorporated by any reference in, this Official Statement. Any capitalized terms in this Official Statement that are not defined herein will have such meaning as given to them in the Indenture.

THE AUTHORITY

General

The Authority is a body corporate and politic, duly created and validly existing under the laws of the State of Ohio. The Authority was created in 2002 pursuant to the Act by resolution of the Board of County Commissioners of Portage County, Ohio. The Authority is authorized under the Act to undertake certain activities, including those that enhance, foster, aid provide or promote economic development, housing, recreation, education, governmental operations, culture or research. In connection with such activities, the Authority may, among other things, purchase, construct, equip, furnish, develop, improve, sell, lease and operate facilities and issue revenue bonds for such purposes.

Board of Directors

The Authority is governed by a seven-member Board of Directors (the “Authority Board”), the members of which are appointed by the Portage County Board of Commissioners.

The Loan Agreement provides that none of the covenants, stipulations, promises, agreements and obligations of the Authority contained in the Loan Agreement shall be deemed to be the covenant or agreement of any member of the Authority Board or other elected official, officer, attorney, contractor, agent or employee of the Authority in an individual capacity. No recourse shall be had for the payment of the principal or interest portion of any Loan Payment, or any claim based thereon or on any instruments and documents executed and delivered by the Authority against any officer, member of the Authority Board, other elected official, agent, attorney or employee of the Authority past, present or future, or any successor body or their representative heirs, personal representatives, successors, as such, either directly or through the Authority, or any such successor body, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

Resolution; Approval

Pursuant to Resolution No. 2026-003 (the “Resolution”) adopted by the Authority Board on March 10, 2026, the Authority Board authorized and approved, among other things, the issuance and sale of the Series 2026 Bonds and approved the Financing.

Special Limited Obligations

THE SERIES 2026 BONDS AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT THERETO, AND INTEREST THEREON, ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS DESCRIBED HEREIN AND PAYABLE SOLELY OUT OF THE TRUST ESTATE, INCLUDING WITHOUT LIMITATION THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND AS PLEDGED AND ASSIGNED FOR ITS PAYMENT IN ACCORDANCE WITH THE INDENTURE AND ARE AN OBLIGATION OF THE AUTHORITY ONLY TO THE EXTENT OF THE TRUST ESTATE, ALL AS FURTHER DESCRIBED IN THE INDENTURE. THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE TRUST ESTATE WILL BE ADEQUATE TO PAY DEBT SERVICE ON THE SERIES 2026 BONDS. THE SERIES 2026 BONDS AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT THERETO, AND INTEREST THEREON, ARE NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL OR MORAL OBLIGATION, DEBT OR LIABILITY OF THE AUTHORITY, THE SERIES 2026 BONDS DO NOT CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NONE OF THE AUTHORITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2026 BONDS, OR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE BORROWER. THE BORROWER HAS NO TAXING POWER.

Limited Involvement of the Authority

The Authority has not participated in the preparation of or reviewed any appraisal for the Facilities or any feasibility study or other financial analysis of the Financing and has not undertaken to review or approve expenditures for the Financing, to supervise the construction of the Facilities, or to review the financial statements of the Borrower.

The Authority has not participated in the preparation of or reviewed this Official Statement and is not responsible for and does not represent in any way the accuracy or completeness of any information contained

herein (including, without limitation, the appendices hereto), except for the information in this section (captioned “THE AUTHORITY”) and under the caption “ABSENCE OF MATERIAL LITIGATION – The Authority.”

THE BORROWER

Bio-Med Science Academy STEM School (the “Borrower”) is an Ohio nonprofit corporation incorporated in 2013. The Borrower received a determination letter from the Internal Revenue Service dated August 5, 2014, which determined its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

The Borrower operates a public, independent, science, technology, engineering and mathematics (“STEM”) school located in the cities of Ravenna and Kent, and the township of Rootstown, in Portage County, Ohio, called Bio-Med Science Academy STEM School (the “School”). The School began operations in the 2012-13 school year as a community school initially serving 67 students in grade 9 at the Rootstown Campus, which is located on the Northeast Ohio Medical University campus in Rootstown, Ohio. The School opened its second campus serving grades 5 and 6 in 2019, and opened its third campus serving kindergarten through grade 4 in 2020. The School has expanded to serve 896 students in kindergarten through grade 12 during the 2025-26 school year, and currently operates in its three Non-Pledged Campuses in Portage County.

No interest in the Non-Pledged Campuses are or may be pledged to secure any obligation in connection with the Series 2026 Bonds. See “CERTAIN RISK FACTORS – No Fee Interest in Certain Facilities” herein.

Bio-Med Science Academy originally opened in August 2012 as a community school. The Borrower submitted an application to the STEM Committee in 2012 (the “STEM Proposal”), seeking to establish the Bio-Med Science Academy as a STEM school. On April 2, 2013, the STEM Committee unanimously approved the STEM Proposal and granted a STEM school designation for the School, provided that Bio-Med Science Academy closed as a community school and was reestablished as a STEM school.

On February 3, 2025, the STEM Committee most recently unanimously renewed the School’s designation as a STEM school for an additional term of five years. The School will be subject to a renewal of its STEM school designation during the 2029-30 school year. The process for redesignation will begin in the 2029-30 school year, with anticipated redesignation in the spring of 2030.

For more information regarding the Borrower, the School, the Non-Pledged Campuses, the Facilities and the Project, see “APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT” in this Official Statement.

THE SERIES 2026 BONDS

The following is a summary of certain provisions of the Series 2026 Bonds. Reference is made to the Series 2026 Bonds for the complete text thereof and to the Indenture for all of the provisions relating to the Series 2026 Bonds. The discussion herein is qualified by such reference.

General

The Series 2026 Bonds will be issued in fully registered form in denominations of \$5,000 plus integral multiples of \$5,000 in excess thereof. The Series 2026 Bonds will be dated their date of delivery. The Series 2026 Bonds will mature on December 1 in the years and amounts set forth on the inside front cover of this Official Statement. Interest will be payable semi-annually on June 1 and December 1 of each year, commencing December 1, 2026, to the registered owners of the Series 2026 Bonds appearing of record in the bond register as of the close of business on the 15th day of the month preceding an interest payment date (i.e., May 15 for June 1 interest payments and November 15 for December 1 interest payments). Interest will be computed upon the

basis of a 360-day year of twelve 30-day months. All of the Series 2026 Bonds will bear interest from their dated date until maturity.

Book-Entry Only System

The Series 2026 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”). See “APPENDIX J – BOOK-ENTRY SYSTEM.” As long as the Series 2026 Bonds are held under the book-entry only system, beneficial ownership interests in the Series 2026 Bonds may be acquired in book-entry form only, and all payments of principal of, premium, if any, and interest on the Series 2026 Bonds will be made through the facilities of DTC and its Participants. If the book-entry system is terminated, principal of, premium, if any, and interest on the Series 2026 Bonds will be payable as provided in the Indenture. The Trustee will act as bond registrar and paying agent (the “Paying Agent”) for the Series 2026 Bonds pursuant to the Indenture. The Borrower will pay the fees and expenses of the Paying Agent. Under the Indenture, the Authority may remove the Paying Agent and appoint a successor in accordance with the procedures specified in the Indenture.

Redemption*

As described below, the Series 2026 Bonds are subject to extraordinary redemption prior to their respective maturity dates. Extraordinary optional or mandatory redemption of Series 2026 Bonds that were purchased at a price greater than the applicable redemption price, prior to the first optional redemption date thereof, could reduce the otherwise expected yield on such Series 2026 Bonds. See “CERTAIN RISK FACTORS – Extraordinary Redemption of Series 2026 Bonds Prior to First Optional Redemption Date” herein.

Optional Redemption. The Series 2026 Bonds are subject to optional redemption prior to maturity at the option of the Authority at the written direction of the Borrower, in whole or in part, on any date on or after December 1, 20__, at a redemption price equal to par, plus accrued interest to the date fixed for redemption. The Borrower shall provide such written direction not less than twenty (20) days prior to the redemption date, unless a shorter notice shall be acceptable to the Trustee.

Extraordinary Optional Redemption of Bonds. The Borrower will have the option to cause the Series 2026 Bonds to be redeemed upon the occurrence of the following:

(a) The Facilities (or a substantial portion thereof) shall have been damaged or destroyed in whole or in part to such extent that, as expressed in a certificate of an Authorized Borrower Representative filed with the Trustee, (i) the Facilities (or a substantial portion thereof) cannot reasonably be restored within a period of twelve (12) consecutive months to the condition thereof immediately preceding such damage or destruction, (ii) the Borrower is prevented from carrying on its normal operations with respect to the School for a period of six (6) consecutive months, or (iii) the cost of restoration thereof would exceed the net proceeds of insurance carried thereon pursuant to the requirements of the Loan Agreement;

(b) Title to, or the temporary use for a period of twelve (12) months or more of, all or a substantial portion of the Facilities shall have been taken under the exercise of the power of eminent domain by any governmental authority, or Person acting under governmental authority or because of a defect in title; or

(c) From amounts transferred from the Construction Account following the Completion Date.

* Preliminary, subject to change.

If any such option is exercised, all the Series 2026 Bonds shall be subject to redemption by the Authority upon written direction received from the Borrower at any time, in whole at 100% of the principal amount thereof, plus accrued interest to the redemption date, plus an amount equal to the unamortized portion of the net original issue premium thereon interpolated on a straight-line basis; provided however, that funds for such purpose shall be on deposit in the Redemption Account of the Debt Service Fund prior to the date of notice of redemption.

Mandatory Sinking Fund Redemption. The Series 2026 Bonds maturing on December 1, 20__, December 1, 20__, December 1, 20__, and December 1, 20__ (collectively, the “Term Bonds”) are subject to mandatory sinking fund redemption prior to maturity on the years set forth below in the respective principal amounts set forth below at a price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium.

**Series 2026 Term Bond
Maturing December 1, 20__**

Redemption Date (December 1)	Principal Amount
_____	_____

† Final Maturity.

**Series 2026 Term Bond
Maturing December 1, 20__**

Redemption Date (December 1)	Principal Amount
_____	_____

† Final Maturity.

**Series 2026 Term Bond
Maturing December 1, 20__**

Redemption Date (December 1)	Principal Amount
_____	_____

† Final Maturity.

**Series 2026 Term Bond
Maturing December 1, 20__**

**Redemption Date
(December 1)**

Principal Amount

† Final Maturity.

The principal amount of Term Bonds to be redeemed on the dates set forth above shall be reduced, in the order as shall be directed by the Borrower, by the principal amount of Term Bonds which have been previously redeemed (otherwise than as a result of a previous mandatory redemption requirement), or purchased or acquired and delivered to the Trustee for cancellation; provided that such Term Bond has not previously been applied as a credit against any mandatory redemption obligation. The Borrower shall give written notice to the Authority and the Trustee at least sixty (60) days prior to any mandatory redemption date of the Borrower's exercise of its option to reduce the amount of the mandatory redemption requirement on such date and the amount of such reduction.

Selection of Bonds for Redemption. If fewer than all of the Bonds of a particular series are to be redeemed, the Authority may select (at the direction of the Borrower) the maturity or maturities to be redeemed. If fewer than all of the Bonds of any maturity of a particular series are to be redeemed, the Trustee will select by lot the particular Bonds or portion of Bonds of such maturity to be redeemed. The portion of any Bond to be redeemed will be in Authorized Denominations. During such time as the Bonds are registered in book-entry system in the name of Cede & Co. or other nominee of The Depository Trust Company, partial redemptions of the Bonds of a maturity of a particular series will be determined in accordance with The Depository Trust Company's procedures as from time to time in effect.

Notice of Redemption. Notice of redemption will be given by mailing a notice not more than forty-five (45) days and not less than twenty (20) days prior to the date fixed for redemption to the registered owner of each Series 2026 Bond to be redeemed in whole or in part at the address of such registered owner shown on the registration books.

Unless moneys sufficient to pay the redemption price of the Series 2026 Bonds to be redeemed are deposited with the Paying Agent before notice of redemption is given, such notice shall state that redemption will be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice will be of no force and effect, the Authority will not redeem such Series 2026 Bonds, and the Bond Registrar will give notice, in the same manner in which the notice of redemption was given, that such moneys were not received and that such Series 2026 Bonds will not be redeemed. Otherwise, prior to any redemption date, the Borrower will deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Series 2026 Bonds or portions of the Series 2026 Bonds which are to be redeemed on that date.

Subject to the provisions for conditional redemption described above, notice of redemption having been given as described above and in accordance with the Indenture, the Series 2026 Bonds or portions of the Series 2026 Bonds to be redeemed will, on the redemption date, become due and payable at the redemption price specified above, and from and after such date (unless the Borrower defaults in the payment of the redemption price) such Series 2026 Bonds or portions of the Series 2026 Bonds will cease to bear interest. Upon surrender of such Series 2026 Bonds for redemption in accordance with the redemption notice, such Series 2026 Bonds will be paid by the Paying Agent at the redemption price.

Defeasance

All rights and obligations of the Authority and the Borrower under the Loan Agreement, the Note and the Indenture will terminate, and such instruments will cease to be of further effect, and the Trustee will cancel the Note and deliver it to the Borrower, will execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of the Indenture, and will assign and deliver to the Borrower any moneys and investments in all Funds established under the Indenture (except moneys or investments held by the Trustee for the payment of principal of, interest on, or premium, if any, on the Bonds and except the Rebate Fund) when:

(i) all fees and expenses of the Trustee and any paying agent have been paid or provided for to the satisfaction of the Trustee and any paying agent;

(ii) the Authority and the Borrower have performed all of their covenants and promises in the Loan Agreement, the Note and the Indenture; and

(iii) all Bonds theretofore authenticated and delivered (A) have become due and payable, or (B) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Borrower, or (C) have been delivered to the Trustee cancelled or for cancellation; and, in the case of (A) and (B) above, there has been deposited with the Trustee either cash in an amount which are sufficient, or noncallable Federal Securities or Escrowed Municipals the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, will be sufficient, in the opinion of independent certified public accountants selected by the Borrower, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds prior to the redemption date or maturity date thereof, as the case may be;

provided, however, none of the Tax-Exempt Bonds may be advance refunded if under any circumstances the interest on such refunded Tax-Exempt Bonds would become includable in gross income for purposes of Federal income taxation or if such advance refunding is not permitted by the laws the State. The Trustee may rely upon an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that interest on the Tax-Exempt Bonds being refunded will not be subject to Federal income taxation, notwithstanding the satisfaction and discharge of the Indenture and that any and all conditions precedent to the satisfaction and discharge of the Indenture have been complied with.

Any Bond or Bonds and all interest due thereon will prior to the maturity or redemption date be deemed to have been paid if, under circumstances which do not render interest on the Tax-Exempt Bonds includable in gross income for purposes of Federal income taxation, there will have been deposited with the Trustee either cash in an amount which will be sufficient, or noncallable Federal Securities or Escrowed Municipals, the principal of and the interest on which when due will provide moneys which, together with moneys, if any, deposited with the Trustee at the same time, will be sufficient, in the opinion of independent certified public accountants selected by the Borrower, to pay when due the principal, premium, if any, or redemption price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption dates or maturity dates thereof. The Trustee may rely upon an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that interest on the Tax-Exempt Bonds being refunded will not be subject to Federal income taxation.

A Bond that is deemed to have been paid under this section will not thereafter be Outstanding for purposes of the Indenture, and shall not be entitled to the pledge of any Collateral or other moneys or securities of the Authority which are pledged under the Indenture for Outstanding Bonds or any other rights or to benefits under or to provisions of the Indenture except that (i) the refunding escrow fund held by the Trustee will be held for the sole benefit of the owners of such defeased Bonds and for the payment when due of the principal on maturity or redemption price of and the interest accrued to the maturity date or redemption date on the defeased Bonds; (ii) any amounts held on the date of defeasance in the Debt Service Fund for the purpose of satisfying a

Principal Requirement for the defeased Bonds will be added to such escrow fund; (iii) the provisions relating to payment, transfer, exchange and redemption will continue to be applicable to the defeased Bonds; and (iv) the Trustee will be governed by the applicable provisions of Article VIII of the Indenture.

ESTIMATED SOURCES AND USES OF FUNDS*

The following table sets forth the estimated sources and uses of proceeds of the Series 2026 Bonds:

Sources of Funds	
Bond Proceeds	
Borrower Equity	
[Net] Original Issue [Premium/Discount]	_____
Total Sources of Funds	
Uses of Funds	
Project Costs	
Reserve Account ⁽¹⁾	
Capitalized Interest Account ⁽²⁾	
Costs of Issuance ⁽³⁾	_____
Total Uses of Funds	

⁽¹⁾ Equal to the maximum annual debt service on the Series 2026 Bonds.

⁽²⁾ Includes capitalized interest through December 2027.*

⁽³⁾ Includes Underwriter's compensation, legal fees and expenses, printing costs, Trustee fees, Issuer fees, legal fees, real estate costs and other expenses associated with the issuance of the Series 2026 Bonds.

* Preliminary, subject to change.

DEBT SERVICE SCHEDULE

The table below sets forth the amounts required to be paid with respect to the Series 2026 Bonds, assuming no prepayments or redemption prior to maturity. All amounts shown in the table below are gross debt service prior to the application of any amounts deposited in, and any earnings on, funds and accounts established under the Indenture.

Period Ending (December 1)	Principal Amount	Interest Amount	Total Debt Service

Total*

* Total may not foot due to rounding

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS

The following are summaries and do not purport to be complete or definitive and are qualified in their entirety by reference to the respective documents and agreements referenced, including the referenced documents attached to this Official Statement.

General

THE SERIES 2026 BONDS AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT THERETO, AND INTEREST THEREON, ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS DESCRIBED HEREIN AND PAYABLE SOLELY OUT OF THE TRUST ESTATE, INCLUDING WITHOUT LIMITATION THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND AS PLEDGED AND ASSIGNED FOR ITS PAYMENT IN ACCORDANCE WITH THE INDENTURE AND ARE AN OBLIGATION OF THE AUTHORITY ONLY TO THE EXTENT OF THE TRUST ESTATE, ALL AS FURTHER DESCRIBED IN THE INDENTURE. THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE TRUST ESTATE WILL BE ADEQUATE TO PAY DEBT SERVICE ON THE SERIES 2026 BONDS. THE SERIES 2026 BONDS AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT THERETO, AND INTEREST THEREON, ARE NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL OR MORAL OBLIGATION, DEBT OR LIABILITY OF THE AUTHORITY, THE SERIES 2026 BONDS DO NOT CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NONE OF THE AUTHORITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2026 BONDS, OR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE BORROWER. THE BORROWER HAS NO TAXING POWER.

Indenture

General. The Indenture provides that the Bonds (including the Series 2026 Bonds and any Additional Bonds) will be equally and ratably secured thereby, without preference, priority or distinction on account of the date or dates or the actual time or times of the issue or maturity of the Bonds, so that all Bonds at any time issued and Outstanding (as defined in the Indenture) thereunder will have the same right, lien and preference under and by virtue of the Indenture.

As security for the Series 2026 Bonds, the Indenture grants, assigns and pledges to the Trustee, for the benefit of the registered owners of the Series 2026 Bonds, the following (the “Trust Estate”):

(1) all right, title, and interest of the Authority in and to (a) the Collateral (as hereinafter defined), (b) the Loan Agreement (except the Authority’s rights to indemnification, to payment of administration expenses, to receive notices, and to withhold consents), and (c) the Note to be issued by the Borrower to the Authority, including, but not limited to, all payments of principal of and premium, if any, and interest on the Note; and

(2) all other property of every kind, if any, which is hereafter subjected to the lien of the Indenture or pledged or assigned to the Trustee pursuant to the Indenture, including without limitation, the proceeds of the Series 2026 Bonds and all cash and securities now or hereafter held by the Trustee in the funds and accounts created in the Indenture (except for the Rebate Fund), and all earnings thereon, and certain proceeds of condemnation and insurance received by the Borrower and applied to the extraordinary optional redemption of the Series 2026 Bonds.

For the entire form of the Indenture, see “APPENDIX D – FORM OF TRUST INDENTURE.”

Flow of Funds. On or before each Disbursement Date, the Trustee shall apply amounts on deposit in the Revenue Fund to the Funds and Accounts created hereunder and in accordance with the terms hereof. On each June 5 and December 5, any balance remaining in the Revenue Fund after such application shall, so long as no Event of Default has occurred and is continuing, be transferred to the Borrower in accordance with a Written Request of Borrower provided to the Trustee, which request may by its terms remain in effect unless revoked in writing by the Borrower.

Upon receipt of payment of principal and/or interest on the Series 2026 Note, or any moneys received pursuant to the Loan Agreement or the Indenture, the Trustee shall establish and maintain so long as any of the Bonds are Outstanding a separate fund to be known as the "Debt Service Fund." All payments on the Series 2026 Note as and when received by the Trustee shall be deposited directly into the Bond Service Account of the Debt Service Fund or the Redemption Account of the Debt Service Fund and shall be held therein until disbursed as provided in the Indenture.

Moneys received from payments on the Series 2026 Note shall be deposited in the Bond Service Account and applied as follows:

There shall be credited on or before the 15th calendar day of each calendar month, or the business day immediately preceding such day if such day falls on a Saturday, Sunday or legal holiday, from the Revenue Fund to the Bond Service Account: (1) commencing on [_____] 15, 2026, and on the 15th calendar day of each month thereafter, an amount equal to at least one-sixth (1/6) of the interest on all then outstanding Series 2026 Bonds payable on the then next succeeding Interest Payment Date, taking into account amounts already on deposit in the Bond Service Account pursuant to Section 3.01(e) hereof, and (2) commencing on December 15, 20[___], and on the 15th calendar day of each month thereafter, an amount equal to at least one-twelfth of the principal on all then outstanding Series 2026 Bonds payable on the then next succeeding Principal Payment Date for the Series 2026 Bonds, until the amount of interest and principal payable on the then next succeeding Interest Payment Date and Principal Payment Date, as applicable, shall have been so credited. There shall similarly be credited to the Bond Service Accounts any amount necessary to pay the bank fiscal agency charges for paying principal and interest on outstanding Series 2026 Bonds as the same become payable.

Moneys in the Bond Service Account shall be used by the Trustee to pay principal of and interest on all the corresponding Series 2026 Bonds as they become due. The Trustee shall transmit such funds to any paying agent for any series of Series 2026 Bonds in sufficient time to ensure that such principal (if any) and interest will be paid as they become due. The Trustee shall, on June 1 and December 1 of each year, commencing December 1, 2026, apply the moneys on deposit in the Bond Service Account to the payment of the principal, if any, and interest due on the Series 2026 Bonds on such dates.

In addition to the foregoing amounts, the Borrower shall also deposit with the Trustee amounts equal to the annual Authority fee and the annual Trustee fee pursuant to the Loan Agreement for deposit into the Revenue Fund. On [_____] 15, 2026, the Borrower shall deposit an amount equal to the annual Authority and Trustee fees, and on the 15th calendar day of each month thereafter, commencing on June 15, 2027, an amount equal to at least one-twelfth (1/12) the annual Authority and Trustee fees on the then next succeeding Principal Payment Date, until the annual Authority and Trustee fees payable on the then next succeeding Principal Payment Date, shall have been so credited. The Trustee shall, on December 1 of each year commencing on December 1, 2026, apply the funds collected to the payment of the Authority and Trustee fees in accordance with the Loan Agreement.

The remaining portion of amounts provided to the Trustee for deposit in the Debt Service Fund, following deposit into the Bond Service Account as set forth above, shall be utilized to replenish any shortfall in the Reserve Fund Requirement in accordance with the terms set forth in the Indenture.

Reserve Fund. The Indenture provides for the creation of a Reserve Fund for the Series 2026 Bonds in the custody of the Trustee. The Reserve Fund is to be used solely for the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds in the event moneys in the Bond Service Account of the Debt Service Fund are insufficient to make such payments when due. On the final maturity date of the Series 2026 Bonds, moneys in the Reserve Fund may be used to pay the principal of and interest on the Series 2026 Bonds.

Pursuant to the Indenture, the Trustee shall deposit Series 2026 Bond proceeds in the amount of \$[] into the Reserve Fund, which amount represents the initial Reserve Fund Requirement. Under the Indenture, commencing on the last business day prior to _____, 2026, and continuing on the last business day prior to each June 1 and December 1 thereafter, while any Bonds are outstanding (the "Valuation Date"), the Trustee shall determine the market value on such date of the Qualified Investments (as defined in the Indenture), if any, then on deposit in the Reserve Fund. In the event of a withdrawal from a Reserve Fund, such Qualified Investments shall be valued immediately after such withdrawal and on the last business day of each month thereafter until the value of the Reserve Fund is equal to or greater than the Reserve Fund Requirement. If the market value is less than the Reserve Fund Requirement, the Trustee shall immediately notify the Borrower following the valuation of the amount of such deficiency, and such deficiency shall be made up from first available moneys from the Borrower after required deposits to the Bond Service Account for the Series 2026 Bonds, commencing with the first month following the month of such valuation, (i) over a period of four (4) months in four (4) substantially equal payments in the event the deficiency results from a decrease in the market value of the Qualified Investments on deposit in the Reserve Fund, and (ii) over a twelve (12) month period, in twelve substantially equal payments, in the event such deficiency results from a withdrawal from the Reserve Fund. Such payments shall be made on or before the last business day in each month following such valuation or withdrawal. If the market value is greater than the Reserve Fund Requirement, the Trustee shall immediately notify the Borrower following the valuation of the amount of such excess, and such excess shall be transferred to the Bond Service Account.

Project Fund. The moneys in the Construction Account of the Project Fund shall be held by the Trustee, and, subject to the provisions of the Indenture, shall be applied toward the payment of the Costs of the Project, and pending such application, shall be subject to a lien and charge in favor of the holders of the Bonds issued and outstanding under the Indenture and in favor of the Trustee for the future security of such holders, until paid out or transferred as provided in the Indenture. Payment of all or a portion of the Costs of the Project shall be made from the Construction Account. Any moneys received by the Trustee from any other source for the acquisition, construction, expansion, renovation and equipping of the Project or additions, modifications or substitutions to the Project shall be deposited to the credit of the Construction Account. Moneys shall be disbursed from the Construction Account from time to time in accordance with the provisions of the Loan Agreement. No moneys shall be disbursed from the Construction Account unless and until the Borrower shall have delivered to the Trustee a certificate verifying that the Borrower has acquired all necessary permits and licenses necessary for such construction of the Project Facilities, together with evidence thereof.

Upon completion of the Project, the Borrower shall deliver to the Trustee and the Authority a Completion Certificate, in the form attached to the Loan Agreement, with respect to the Project and shall make the final requisition of funds from the Construction Account. Any amounts thereafter remaining in such Construction Account shall be transferred by the Trustee, at the direction of the Borrower (a) to the Redemption Account for the redemption of Bonds pursuant to the Indenture; (b) to the Bond Service Account for payment of interest on the Bonds; or (c) to the Borrower, upon delivery to the Trustee of (i) the Completion Certificate; (ii) a written request of the Borrower; and (iii) delivery of an Opinion of Bond Counsel substantially to the effect that such transfer would not, in and of itself, adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds.

Series 2026 Note

To secure its obligations under the Loan Agreement, the Borrower will issue to the Authority the Series 2026 Note in the aggregate principal amount equal to the aggregate principal amount of the Series 2026 Bonds.

The Series 2026 Note will be assigned by the Authority to the Trustee. All payments by the Borrower of the principal of and premium, if any, and interest on the Series 2026 Note will be made to the Trustee and each payment will be made on or before the date when the corresponding payment is required to be made on the Series 2026 Bonds. The principal of and premium, if any, and interest on the Series 2026 Note correspond in amount to the amounts due on the Series 2026 Bonds. The Series 2026 Note will at all times be in fully registered form and will be non-transferable except as required to affect the assignment thereof to the Trustee and any successor trustee. To further secure its obligations under the Loan Agreement (and in turn the Series 2026 Bonds), the Borrower has granted the Trustee a leasehold mortgage on the Mortgaged Property (as defined in the hereinafter defined Leasehold Mortgage) pursuant to the Open-End Mortgage (Leasehold), Security Agreement, and Assignment of Rents and Leases dated as of July 1, 2026 (the “Leasehold Mortgage”).

Leasehold Mortgage

Pursuant to the Leasehold Mortgage, the Borrower has granted to the Trustee a mortgage on its leasehold interest in the Mortgaged Property (as defined in the Leasehold Mortgage). The Leasehold Mortgage also provides a lien on certain personal property of the Borrower and on any proceeds of the property subject to the Leasehold Mortgage. The Mortgaged Property includes but is not limited to, the land on which the Facilities are to be located and the Facilities.

Pursuant to the Loan Agreement and in connection with the execution and delivery of the Leasehold Mortgage, the Borrower will obtain or cause to be obtained an ALTA title insurance policy on the Facilities in an amount not less than the aggregate principal amount of the Series 2026 Bonds, naming and payable to the Trustee, insuring the leasehold interest of the Borrower in the Facilities, subject only to Permitted Encumbrances (as defined in the Leasehold Mortgage), issued by a title insurance company qualified to do business in the State of Ohio.

No interest in the Non-Pledged Campuses are or may be pledged to secure any obligation in connection with the Series 2026 Bonds. See “CERTAIN RISK FACTORS – No Fee Interest in Certain Facilities” herein.

For the entire form of the Leasehold Mortgage, see “APPENDIX F – FORM OF LEASEHOLD MORTGAGE.”

Loan Agreement

General. Under the Loan Agreement, the Authority agrees to loan the proceeds of the Series 2026 Bonds to the Borrower, and the Borrower agrees to make payments to the Trustee as repayment of the Loan until the principal of, premium, if any, and interest on the Series 2026 Bonds have been paid. In fulfillment of its obligations under the Loan Agreement, the Borrower pledges to the payment of the Loan, the Collateral (as hereinafter defined) which includes the Funds and Accounts and other property or rights in which a security interest is granted pursuant to the granting clauses of the Loan Agreement and the Indenture.

As security for the Series 2026 Note, the Borrower sells, assigns, transfers, sets over, pledges and grants to the Trustee a security interest in (i) its Gross Revenues, (ii) any and all moneys and securities from time to time on deposit in all funds and accounts created under the Indenture (other than the Rebate Fund), (iii) all proceeds of and substitutions for the moneys and securities in said funds and accounts referred to in clause (ii) (other than the Rebate Fund), including intangibles, contract rights, rights to receive payment upon sale and rights to receive delivery of substitute securities, and (iv) all other property of any kind conveyed, transferred, mortgaged, pledged, assigned or hypothecated at any time as and for additional loans under the Loan Agreement in favor of the Trustee (all of the foregoing, together with any property pledged under the Indenture, collectively called the “Collateral”).

“Gross Revenues” means all operating and nonoperating revenue, receipts and income of the Borrower and all rights to receive the same, whether in the form of accounts receivable, contract rights, chattel paper, instruments, general intangibles or other rights and all proceeds thereof, including State Payments and any other amounts paid to Borrower, and including insurance proceeds and condemnation awards, whether now existing or hereafter coming into existence and whether now owned or hereafter acquired; provided, however that there shall be excluded from Gross Revenues any restricted gifts, grants, bequests, donations or contributions and any income from the foregoing, but only to the extent that such sums may not be pledged or applied to the payment of Debt Service Requirements or Operating Expenses generally as a result of restrictions or designations imposed by the donor or maker of the gift, grant, bequest, donation or contribution in question at the time of the making thereof.

The Borrower will not create or suffer to be created or exist, upon any Mortgaged Property, Gross Revenues or the Property (as defined in the Loan Agreement) now owned or hereafter acquired, any lien other than Permitted Encumbrances (as defined in the Loan Agreement).

For the entire form of the Loan Agreement, see “APPENDIX E – FORM OF LOAN AGREEMENT.”

Financial Covenants

Liquidity Covenant. The Borrower covenants and agrees in the Loan Agreement that it will maintain Days Cash on Hand equal to at least 45 Days Cash on Hand as of June 30, 2027, and as of each June 30 thereafter, tested annually as of the end of each Fiscal Year based on the audited financial statements for such Fiscal Year.

The Borrower will provide the Trustee and the Underwriter not later than December 31 after each June 30, commencing June 30, 2027, with a certificate stating the Days Cash on Hand as of the applicable June 30. In the event that Days Cash on Hand falls below the requirement set forth above as of any testing date, the Borrower shall retain a Management Consultant within forty-five (45) days following the related reporting date at the Borrower’s expense. Beneficial Owners of the Bonds then Outstanding shall have the right to object to the Borrower’s selection of a Management Consultant and direct the Borrower to select an alternate Management Consultant pursuant to the Indenture. The Management Consultant shall make appropriate recommendations within 60 days of being retained in order to increase the Borrower’s Days Cash on Hand to at least the required number.

Copies of such recommendations shall be filed with the Underwriter and Trustee and on EMMA. The Borrower agrees that promptly upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, it shall revise its methods of operation and shall take such other reasonable actions as shall be in conformity with the recommendations. So long as the Borrower shall retain a Management Consultant and complies with such Management Consultant’s recommendations to the extent not prohibited by law, no default or Event of Default shall be declared solely by reason of a violation of the requirement to have Days Cash on Hand equal to at least 45 Days Cash on Hand as of June 30, 2027, and as of each June 30 thereafter.

“Days Cash on Hand” means as of any date of determination, the product of 365 times a fraction, (i) the numerator of which is the aggregate amount of Borrower’s unrestricted cash and unrestricted investments and board designated funds that are not otherwise restricted (either permanently or temporarily) as to their use for payment of total Operating Expenses as of such date of determination, and (ii) the denominator of which is total Operating Expenses, in each case, for the period of four fiscal quarters ended on the date of determination, and determined in accordance with Generally Accepted Accounting Principles.

“Operating Expenses” means fees and expenses of the Borrower, including maintenance, repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, debt service, advertising costs, payroll expenses (including taxes), the cost of materials and supplies used for current operations of the Borrower, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Borrower, charges for the accumulation of appropriate reserves for current expenses not

annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with generally accepted accounting principles, all in such amounts as reasonably determined by the Borrower; provided, however, “Operating Expenses” shall not include depreciation, amortization or other non-cash expenses nor those expenses which are actually paid from any revenues of the Borrower which are not Gross Revenues, nor payment for improvements which are capitalized for accounting purposes.

Coverage Ratio. Pursuant to the Loan Agreement, the Borrower will deliver annually to the Trustee and the Underwriter not later than December 31 after each June 30, commencing June 30, 2027, a certificate stating the Coverage Ratio for the Fiscal Year then ended. The Coverage Ratio is required to be at or above 1.10 to 1.00 for any Fiscal Year, commencing June 30, 2027. If such Coverage Ratio is below 1.10 to 1.00 but above 1.00 to 1.00, the Borrower shall retain, at its expense and within forty-five (45) days following the related reporting date, a Management Consultant to submit a written report and make recommendations within 60 (sixty) days of being retained (a copy of such report and recommendations shall be filed with the Underwriter and the Trustee and on EMMA) with respect to increasing Gross Revenues, decreasing Operating Expenses or other financial matters of the Borrower which are relevant to increasing the Coverage Ratio to at least the required level. Beneficial Owners of the Bonds then Outstanding shall have the right to object to the Borrower’s selection of a Management Consultant and direct the Borrower to select an alternate Management Consultant pursuant to the Indenture. The Borrower will, subject to the exceptions in the next sentence, adopt and follow the recommendations of the Management Consultant and will thereafter calculate the Coverage Ratio for each succeeding fiscal year. So long as the Management Consultant determines that the Borrower is demonstrating reasonable diligence to comply with the appropriate recommendations (excepting certain limited instances when an Opinion of Counsel is obtained excusing such actions because the Management Consultant’s recommendations would violate State of Ohio or federal law, or the educational or charitable purpose of the Borrower or the STEM Designation) and the Coverage Ratio does not fall below 1.00 in any Fiscal Year, the Borrower will be deemed to have complied with its covenants under the Loan Agreement. The Borrower shall continue to retain the Management Consultant until the Borrower has achieved a Coverage Ratio of at least the required level for at least two consecutive fiscal years.

If the Coverage Ratio falls below 1.00 to 1.00 for any Fiscal Year, the Borrower shall be deemed to be in default under the Loan Agreement. The Borrower is required to notify the Trustee and Registered Owners of the Outstanding Bonds of the Coverage Ratio if the Coverage Ratio is below 1.00 to 1.00.

“Annual Debt Service” means, as of any date of calculation, the Principal and Interest Requirements on Long-Term Indebtedness (provided the final maturity payment for a Series of Bonds shall be reduced by amounts on deposit in the Reserve Fund and available for such payment) for any current Fiscal Year of the Borrower, taking into account the provisions for determining the Principal and Interest Requirements on Long-Term Indebtedness set forth in the Loan Agreement.

“Annual Loan Payments” means, as of any date of calculation, the amount of Loan Payments to be paid under the Loan Agreement with respect to the current Fiscal Year of the Borrower; provided that for purposes of this calculation, the Loan Payments due in the final year of the Loan shall be reduced by amounts on deposit in the Reserve Fund and available for such payment.

“Coverage Ratio” means, for the indicated period, the ratio obtained by dividing (A) Net Income Available for Loan Payments for such Fiscal Year by (B) Annual Loan Payments plus Annual Debt Service (which Annual Debt Service shall not include any payments with respect to the Series 2026 Bonds or Loan Payments).

“Net Income Available for Loan Payments” means, for any period of determination thereof, the Gross Revenues for such period, minus the total Operating Expenses for such period but excluding (i) any profits or losses which would be regarded as extraordinary items under Generally Accepted Accounting Principles, (ii) gain or loss in the extinguishment of Indebtedness, (iii) proceeds of the Bonds and any other Indebtedness permitted by the Loan Agreement, (iv) proceeds of insurance policies, other than policies for business

interruption insurance, maintained by or for the benefit of the Borrower, (v) proceeds of any sale, transfer or other disposition of any of Borrower's assets by the Authority or the Borrower of any assets, (vi) proceeds of any condemnation or any other damage award received by or owing to Borrower related to the Mortgaged Property, and (vii) amounts expended for Loan Payments. In addition, Net Income Available for Loan Payments shall be adjusted by adding back any Operating Expenses that are also included in Annual Loan Payments or Annual Debt Service.

Selection of Management Consultant. Upon the selection of a Management Consultant as required by the Loan Agreement, the Borrower will cause a notice of the selection of such Management Consultant, including the name of such Management Consultant and a brief description of such Management Consultant, to be filed with EMMA. The Management Notice must also state each Beneficial Owner of the Bonds then Outstanding shall be deemed to have consented to the selection of such Management Consultant unless such Beneficial Owner submits to the Trustee a written objection to the Management Consultant within ten days of the date the Management Notice is posted to EMMA. If the Beneficial Owners of at least a majority in aggregate principal amount of the Bond then Outstanding provide Objection Notices to the Trustee within the Objection Period, then the Borrower will select an alternate Management Consultant and post a new Management Notice with respect to the newly selected Management Consultant

Borrower Payments into the Revenue Fund; Deposit Account Control Agreement. Pursuant to the Indenture, the Trustee shall establish and maintain a separate Fund to be known as the “Revenue Fund — Bio-Med Science Academy STEM School” (the “Revenue Fund”) into which the Borrower shall deposit, or cause to be deposited, the amounts required to be deposited in the Revenue Fund in accordance with the Loan Agreement.

Pursuant to the Indenture, within two business days after receipt of the State Payments, the Trustee is required to apply amounts on deposit in the Revenue Fund in the following order: first, to the Bond Service Account for payment of principal and interest due on the Series 2026 Bonds (including the Series 2026 Note); and second, to the creation or restoration of any debt service reserve funds established under Indenture as directed in writing by the Trustee. On each June 5 and December 5, any balance remaining in the Revenue Fund, so long as no Event of Default as defined in the Indenture has occurred and is continuing, shall be transferred to the Borrower in accordance with written instructions provided by the Borrower.

To further secure its obligations under the Loan Agreement, the Borrower will enter into a Deposit Account Control Agreement dated as of the Closing Date (the “Control Agreement”), by and among the Borrower, the Trustee, and The Huntington National Bank, as the Borrower’s primary operating depository bank, which will perfect the Trustee’s security interest in the moneys on deposit in the Borrower’s primary operating depository account (the “Primary Operating Account”) prior to such moneys being deposited into the Revenue Fund as described above and which will permit the Trustee to exercise control over such account upon and during the continuance of an Event of Default.

The Borrower uses the Primary Operating Account to receive payments from the State and to pay operating expenses on a monthly basis. The Borrower maintains other accounts with other financial institutions that are not and will not be subject to a Control Agreement. The Borrower expects to continue to deposit moneys not needed to pay operating expenses on a monthly basis into the accounts that will not be subject to a Control Agreement.

In the Loan Agreement, the Borrower represents and warrants that (i) it maintains the Account, which Account is subject to a Control Agreement and (ii) it maintains no other depository accounts that receive State Payments, and covenants that (iii) it will not move the Account or open new accounts for the purpose of receiving State Payments without first having entered into an agreement in the form and substance of the Control Agreement covering all such accounts or which is acceptable to the Beneficial Owners of not less than a majority in aggregate principal amount of the Series 2026 Bonds then Outstanding. The Borrower shall not transfer funds out of the Account into any account not subject to a Control Agreement if (a) an Event of Default has occurred and is occurring under the Loan Agreement, (b) Days Cash on Hand was less than 45 Days as of the most recent

testing date, (c) the Coverage Ratio was less than 1.10 to 1.00 as of the most recent testing date, or (d) the balance in the Primary Operating Account is less than \$500,000.

Additional Indebtedness

No Senior Indebtedness. The Borrower will not incur additional Indebtedness secured by Liens on any portion of the Mortgaged Property or the Gross Revenues that are senior to the Lien of any Mortgage on any portion of the Mortgaged Property or the security interest in the Gross Revenues granted by the Loan Agreement and the Mortgage.

Long-Term Indebtedness. The Borrower may incur additional parity Long-Term Indebtedness if either of the following tests is met:

(i) (1) the Coverage Ratio for the most recent Fiscal Year for which an audit has been completed was at least 1.10 to 1.00; and (2) a Management Consultant reports that the Coverage Ratio for each of the three consecutive Fiscal Years following the incurrence of such Long-Term Indebtedness or, if such Long-Term Indebtedness is being issued to finance Capital Improvements, the earlier of (a) the three consecutive full Fiscal Years after such Capital Improvements are placed in service or (b) the three consecutive full Fiscal Years in which there are scheduled payments of interest on or principal of the additional parity Long-Term Indebtedness, is projected to be at least 1.20 to 1.00 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby and provided that, such projected Net Income Available for Debt Service shall be adjusted to provide for any projected revenues and expenses anticipated as the result of any real or personal property acquired, constructed, or completed with the proceeds of any such Long-Term Indebtedness); or

(ii) A certificate of an Authorized Representative of the Borrower certifying the Maximum Annual Coverage Ratio for the most recently completed Fiscal Year for which an audit has been completed was at least 1.10 to 1.00 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby).

Completion Indebtedness. The Borrower may issue Completion Indebtedness in an amount not to exceed 10% of the original Indebtedness issued for the purpose of financing certain Capital Improvements, if the following conditions are met: (i) the Borrower certifies, in writing, to the Trustee that at the time the original Indebtedness issued for the purpose of financing certain Capital Improvements was incurred, the Borrower believed or had reason to believe that the proceeds of such Indebtedness together with other moneys then expected to be available to pay for such Capital Improvements would provide sufficient moneys for the completion thereof; (ii) a Consulting Architect provides the Trustee with a written statement specifying the amount necessary to complete such Capital Improvements; and (iii) the Borrower certifies, in writing, to the Trustee that the proceeds of the proposed Completion Indebtedness, together with other legally available moneys of the Borrower, will be in an amount equal to the amount set forth in clause (ii) of this paragraph.

Refunding Indebtedness. The Borrower may issue Refunding Indebtedness, provided that the Borrower certifies, in writing, to the Trustee that the Maximum Annual Debt Service will not be increased by more than 10% by such refunding.

Balloon Indebtedness. The Borrower may issue Balloon Indebtedness if condition (i) or (ii) for the incurrence of Long-Term Indebtedness set forth above is met when it is assumed that: (A) the Balloon Amount is Long-Term Indebtedness maturing over a term equal to the term of the Balloon Amount or a term of 20 years from the date of issuance of the Balloon Indebtedness, whichever is greater; and (B) the Balloon Amount bears interest on the unpaid principal balance at the Projected Rate and is payable on a level debt service basis over a 20-year period.

Put Indebtedness. The Borrower may issue Put Indebtedness if:

(i) (A) at the time such Put Indebtedness is incurred a Financial Institution has provided a binding commitment that provides for the amortization of Indebtedness incurred under such commitment over a term of at least 24 months commencing with the next succeeding Put Date, to provide financing sufficient to pay such Put Indebtedness on the Put Date occurring during the term of such commitment; and (B) condition (i) or (ii) for the incurrence of Long-Term Indebtedness set forth above is met when it is assumed that the Put Indebtedness is Long-Term Indebtedness that bears interest at the Projected Rate and is payable on a level debt service basis over a 25-year period; or

(ii) (A) the period from the date of incurrence of the proposed Put Indebtedness to the first Put Date is at least 36 months and (B) condition (i) or (ii) for the incurrence of Long-Term Indebtedness set forth above is met when it is assumed that the Put Indebtedness is Long-Term Indebtedness that either: (i) bears interest at the fixed rate applicable to the Put Indebtedness to be incurred (with such fixed interest rate applied over the entire term of the Indebtedness, for purposes under this paragraph (ii)); or (ii) bears interest at the Projected Rate and is payable on a level debt service basis over a 25-year period.

Short-Term Indebtedness and Interim Indebtedness. To the extent permitted by applicable law and if no Event of Default under the Loan Agreement, or an event that with the giving of notice or passage of time or both would constitute an Event of Default under the Loan Agreement, has occurred and is continuing, Borrower may incur Short-Term Indebtedness for working capital purposes which the Borrower in its judgement deems expedient, or Interim Indebtedness to finance and refinance existing capital needs which the Borrower in its judgement deems expedient, in each case which Short-Term Indebtedness or Interim Indebtedness constitutes Nonrecourse Indebtedness, so long as such proposed Indebtedness, together with all Short-Term Indebtedness and Interim Indebtedness then outstanding, does not exceed 25% of the Gross Revenues of the Borrower for the fiscal year for which the most recent available audited financial statements of the Borrower are available.

Non-Recourse Indebtedness. Indebtedness consisting of purchase money obligations with respect to any item of Equipment related to the Personalty may be incurred without limitation.

Operating Leases.

(i) Indebtedness consisting of leases which are considered operating leases for a facility under general accepted accounting principles, the term of which does not exceed two years, may be incurred without limitation.

(ii) Indebtedness consisting of operating leases for a facility under generally accepted accounting principles, the term of which exceeds two years, may be incurred if, prior to the incurrence of such Indebtedness, a Management Consultant selected by the Borrower provides a written report to the Trustee stating that condition (i) or (ii) for the incurrence of Long-Term Indebtedness set forth above is satisfied, assuming only for the purposes of such calculation that such operating lease Indebtedness constitutes additional Long-Term Indebtedness.

Subordinated Indebtedness. Subordinated Indebtedness may be incurred without limitation.

“Maximum Annual Coverage Ratio” means, for the indicated period, the ratio obtained by dividing (A) Net Income Available for Total Loan Payments for such Fiscal Year by (B) Maximum Annual Loan Payments plus Maximum Annual Debt Service (which Annual Debt Service shall not include any payments with respect to the Series 2026 Bonds or Loan Payments).

“Maximum Annual Debt Service” means, as of any date of calculation, the highest Principal and Interest Requirements on Long-Term Indebtedness (provided the final maturity payment for a series of Bonds shall be reduced by amounts on deposit in the Debt Service Reserve Fund and available for such payment) for any current

or any succeeding Fiscal Year, taking into account the provisions for determining the Principal and Interest Requirements on Long Term Indebtedness set forth in the Loan Agreement.

“Maximum Annual Loan Payments” means, as of any date of calculation, the highest amount of Loan Payments to be paid under the Loan Agreement with respect to the current or any succeeding Fiscal Year; provided that for purposes of this calculation, the Loan Payments due in the final year of the Loan shall be reduced by amounts on deposit in the Reserve Fund and available for such payment.

Additional Bonds

The Indenture permits the issuance of additional bonds, including those on a parity basis, upon the delivery of several items to the Trustee: (1) duly executed counterparts of (i) the amendment or supplement to the Loan Agreement, (ii) a supplement to the Indenture, and (iii) any required amendments or supplements to the Mortgage; (2) one or more additional notes endorsed by the Authority to the order of the Trustee; (3) a written order of the Authority as to the delivery of the additional bonds; (4) a copy of the resolution of the governing board of the Authority authorizing the additional bonds and execution of certain agreements and documents related thereto; (5) a copy of the resolution of the governing board of the Borrower authorizing the additional bonds and execution of certain agreements and documents related thereto; (6) an opinion of bond counsel; (7) an opinion of counsel to the Borrower; (8) if the additional bonds are not rated or such rating is lower than an investment grade rating, an investor letter, in form satisfactory to the Authority, from each of the purchasers of the additional bonds; and (9) a certificate of an authorized Borrower representative (i) that the incurrence by the Borrower of the indebtedness under the Loan Agreement related to the additional bonds is permitted under Section 3.21 of the Loan Agreement and calculations evidencing compliance with the aforementioned sections, (ii) that any such issuance of additional bonds will not conflict with any provision of the Loan Agreement, and (iii) that no events of default currently exist under the Indenture or the Loan Agreement.

THE GROUND LEASE

Upon the issuance of the Series 2026 Bonds, the Borrower will hold only a leasehold interest in the Facilities pursuant to the Ground Lease, between Kent State, as lessor (herein referred to as the “Lessor”), and the Borrower, as lessee (herein referred to as the “Lessee”).

The following section briefly describes certain provisions of the Ground Lease. The following discussion does not purport to be a complete summary of the terms of the Ground Lease and is qualified by reference to the Ground Lease, which is attached hereto as Appendix G.

Any defined terms under the heading “THE GROUND LEASE” not otherwise defined therein have the definition set forth in the Ground Lease. See “APPENDIX G – FORM OF GROUND LEASE” attached hereto.

Ground Lease Term

The initial term of the Ground Lease will be for a period of thirty-five (35) years, commencing July 1, 2026, and expiring on June 30, 2061, unless otherwise terminated in accordance with the provisions of the Ground Lease (the “Initial Term”). If the Lessee has complied with all the terms and conditions of the Ground Lease, the Lessee may renew the Ground Lease for two additional five year periods, upon the same terms and conditions set forth in the Ground Lease (the “Renewal Term”). The Renewal Terms may be exercised by the Lessee upon written notice to the Lessor at least one hundred and twenty (120) days prior to the expiration of the Initial Term. Following the Renewal Terms, the Lessor and Lessee may mutually agree to extend the term of the Ground Lease for up to three additional five year periods (each such period an “Extended Renewal Term”). Each Extended Renewal Term may be exercised by the Lessee by providing written notice to the Lessor at least one year prior to the expiration of the Renewal Term or the then-current Extended Renewal Term, and agreed to by the Lessor in writing.

Use

Under the Ground Lease, the Lessee may use and occupy the Facilities solely for the operation of a public school, community school, or STEM school, authorized under State law, providing instruction to any grade or combination of grades, or upon resolution of the Lessor's Board of Trustees, an independent school operated by an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and providing instruction to any grades between prekindergarten to grade 12 (provided that such use shall require the Lessor to first be provided an opinion of counsel that such use will not adversely affect the tax-exempt status of any outstanding financing that previously financed the Facilities), as well as related administrative and other incidental and educational uses.

Pursuant to the Ground Lease, the Lessee agrees not to permit the Facilities to be used for any purpose inconsistent with any local, state, or federal laws or regulations, or otherwise allow use by private parties, or any other use which may otherwise jeopardize the tax-exempt status of any outstanding bonds benefitting the Facilities.

Rent, Other Consideration and Taxes

During the Initial Term and any Renewal Term of the Ground Lease, the Lessee will pay to the Lessor the base rent as annual consideration for the leasing of the Facilities (the "Base Rent"). In addition to the Base Rent, the Lessee will pay to the Lessor all costs, expenses, and obligations of every kind and nature relating to the Facilities and the ownership, operation, maintenance, repair, and replacement thereof, including without limitation: (a) all real estate taxes, assessments, and governmental impositions due to the Lessee's occupancy of the Facilities; (b) all insurance premiums required under the Ground Lease; and (c) all pro rata costs of utilities, maintenance, repairs, and replacements as set forth in the Ground Lease.

Mortgages

The Lessee has the right to pledge its leasehold estate under the Ground Lease as security for indebtedness, whether by deed of trust, mortgage, collateral assignment, or other document (a "Permitted Leasehold Mortgage"), provided that (a) the Lessee shall give the Lessor prior notice of any such Permitted Leasehold Mortgage, including supporting documentation; and (b) the Permitted Leasehold Mortgage shall not affect or become a lien on the Lessor's fee estate in the Facilities.

Condemnation

If during any Term of the Ground Lease, there is a taking of all or any part of the Facilities, any improvements thereon, or any interest in the Ground Lease by the exercise of any governmental power, whether by legal proceedings or otherwise, by any public quasi-public authority, or private corporation or individual, having the power of condemnation (a "Condemnor"), or a voluntary sale or transfer by the Lessor to any Condemnor, either under threat of condemnation or while legal proceedings for condemnation are proceeding (a "Condemnation"), the rights and obligations of the parties will be determined by the Ground Lease.

If the Facilities are totally taken by a Condemnation, the Ground Lease will terminate on the effective date of the taking. If any portion of the Facilities or the improvements thereon are taken by a Condemnation, the Ground Lease will remain in effect, except that the lessee may elect to terminate the Ground Lease if, following a reasonable amount of reconstruction, the Lessee's business cannot be conducted at an economically feasible level on the remaining portion of the Facilities. The Lessee must exercise its right to terminate by giving the Lessor written notice of such election within forty-five (45) days after the nature and extent of the taking are known.

If the Lessor exercises any powers of eminent domain it may have over the Facilities, the Lessee will be entitled to the entire award attributable to such Condemnation, and the Lessee shall have the right to terminate the Ground Lease in whole or in part, as determined by the Lessee at its reasonable discretion.

Assignment and Sublease

Pursuant to the Ground Lease, the Lessee may not assign the Ground Lease or sublet the Facilities or any part thereof without the prior written consent of the Lessor, and such consent is not to be unreasonably withheld on condition that the proposed use by any assignee or subtenant is for a Permitted Use (as that term is defined in the Ground Lease). If consent to any assignment, sublease, or transferal is given, such assignment, sublease, or transferal will not relieve the Lessee of its obligations and duties under the terms, covenants, and conditions of the Ground Lease.

The Lessee, pursuant to the Ground Lease, has the right to assign the Ground Lease or certain obligations and rights thereunder, or sublease any or all of the Facilities to any Permitted Transferee (as such term is defined in the Ground Lease) for the Permitted Use (as such term is defined in the Ground Lease), provide that the Lessee will provide the Lessor, subject to the Lessor's review and approval, adequate evidence of any such assignee's or sublessee's financial ability to fully perform the terms and conditions of the Ground Lease.

Default

If the Lessee breaches or defaults on any of the terms or conditions of the Ground Lease, and if that breach or default is not remedied within thirty (30) days after written notification by the Lessor to the Lessee and to any Leasehold Mortgagee of that breach or default (the "Cure Period"), the Lessor may terminate the Ground Lease, provide that, if the nature of the breach or default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a breach or default if the Lessee commences such cure within the Cure Period and thereafter diligently prosecutes such cure to completion.

The Lessee shall have thirty (30) days from the date on a written notice of termination to remove all personal property and movable fixtures placed on the Facilities by the Lessee, and to restore the Facilities to a condition satisfactory to the Lessor, and subsequently surrender possession to the Lessor. If such removals and restoration are not effected within the specified time, the Lessor may elect to restore the Facilities at the Lessee's expense.

CERTAIN RISK FACTORS

Investment in the Series 2026 Bonds involves substantial risks. The following information should be considered by prospective investors in evaluating the Series 2026 Bonds. However, the following does not purport to be an exclusive listing of risks and other considerations which may be relevant to investing in the Series 2026 Bonds, and the order in which the following information is presented is not intended to reflect the relative importance of any such risks. Certain factors which could result in a reduction of revenues available to the Borrower and a corresponding reduction in payments made to the Authority are discussed herein.

A number of factors could have an adverse impact on the ability of the Borrower to generate revenues needed to meet its obligations under the Series 2026 Note. The ability of the Borrower to generate sufficient revenues to make payments under the Series 2026 Note is dependent upon a number of elements, including State budget pressures, demand for community schools and STEM schools, the ability of the School to provide the educational services and classes demanded by parents or to attract students generally, changes in the level of confidence in the public school system in general or public STEM schools and community schools in particular, competition, faculty recruitment, demographic changes, legislation, governmental regulations, changes in immigration policy, litigation and the School's ability to achieve enrollment and fundraising levels. This, in turn, is affected by numerous circumstances both within and outside the control of the Borrower, including a continuation of favorable governmental policies and programs with respect to public STEM schools (see "APPENDIX C – GENERAL INFORMATION REGARDING OHIO STEM SCHOOLS" attached hereto); the

competitive appeal and perceived quality of the School's curriculum; the ability and energy of the School's faculty and administration; and the benevolence of the Borrower's supporters. There can be no assurance given that revenues of the Borrower will not decrease. Any and all financial projections are only good faith estimates and are not intended as a representation or warranty as to the future financial condition of the members of the Borrower.

See "APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT" and "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE BORROWER FOR THE FISCAL YEAR ENDED JUNE 30, 2025" attached hereto.

Sufficiency of Revenues

The Series 2026 Bonds are payable solely from certain payments, revenues and other amounts derived by the Authority pursuant to the Loan Agreement and the Series 2026 Note. The Borrower has pledged, among other things, the Gross Revenues, and all of its rights, title and interest to the Revenue Fund, to the Trustee. Additionally, the Borrower has further provided the Leasehold Mortgage to the Trustee to secure the Loan Agreement (and in turn the Bonds). Based on present circumstances, and based on its projections regarding enrollment, the Borrower believes it will generate sufficient Gross Revenues for payment of debt service on the Series 2026 Bonds. However, the Borrower's STEM Designation may be revoked, or the bases of the assumptions used by the Borrower to formulate its beliefs may otherwise change. Certain risks are inherent in the operation of facilities such as the Facilities. Such risks should be considered in evaluating the ability of the Borrower to generate adequate revenues from its operation of the School to make payments in an amount sufficient to make payments in respect of debt service on the Series 2026 Bonds. No representation or assurance can be made that the Borrower will continue to generate sufficient Gross Revenues to make payments under the Loan Agreement and pursuant to the Series 2026 Note representing debt service on the Series 2026 Bonds. If actual student enrollment for the Borrower is lower than projected, there will be commensurate reductions in State funding payable to the Borrower, which will have an adverse effect on the financial condition of the Borrower, including on its ability to make payments under the Loan Agreement and the Series 2026 Note representing debt service on the Series 2026 Bonds.

THE SERIES 2026 BONDS AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT THERETO, AND INTEREST THEREON, ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS DESCRIBED HEREIN AND PAYABLE SOLELY OUT OF THE TRUST ESTATE, INCLUDING WITHOUT LIMITATION THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND AS PLEDGED AND ASSIGNED FOR ITS PAYMENT IN ACCORDANCE WITH THE INDENTURE AND ARE AN OBLIGATION OF THE AUTHORITY ONLY TO THE EXTENT OF THE TRUST ESTATE, ALL AS FURTHER DESCRIBED IN THE INDENTURE. THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE TRUST ESTATE WILL BE ADEQUATE TO PAY DEBT SERVICE ON THE SERIES 2026 BONDS. THE SERIES 2026 BONDS AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT THERETO, AND INTEREST THEREON, ARE NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL OR MORAL OBLIGATION, DEBT OR LIABILITY OF THE AUTHORITY, THE SERIES 2026 BONDS DO NOT CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NONE OF THE AUTHORITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2026 BONDS, OR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE BORROWER. THE BORROWER HAS NO TAXING POWER.

Dependence on State Payments that are Subject to Annual Appropriation and Political Factors; Supplemental Funding Dependent on Designation as School of Quality

In Ohio, a STEM Designation public school may not charge a student tuition to attend. The primary source of revenue received by the Borrower is the per pupil payment amount provided by the State of Ohio for all public schools, including STEM Designation schools (the “State Payments”). The amount of State Payments received by an individual school is based upon its full-time enrollment equivalency, which is tested and reported monthly. State Payments are comprised of various components, the largest of which is the base formula amount (sometimes referred to as the “opportunity grant”). The base formula amount available in any given year is subject to appropriation by the Ohio Legislature through the Budget. Pending legislation, if any, in the Ohio Legislature may also affect funding amounts to STEM Designation schools.

The State of Ohio operates on a biennial (two-year) operating budget and its fiscal year runs from July 1 through June 30 of the following year. The State of Ohio’s main operating biennial budget for the Fiscal Years ending June 30, 2026 and 2027 (the “Budget”), provides approximately \$44.4 billion in General Revenue Fund (“GRF”) funding for the Fiscal Year ending June 30, 2026, a 2.0% increase from the Fiscal Year ended June 30, 2025 estimated spending, and approximately \$46.1 billion for the Fiscal Year ending June 30, 2027, a 3.7% increase from the Fiscal Year ended June 30, 2026 budgeted spending. The breakdown for education spending from the State’s General Revenue Fund is approximately \$9.97 billion in Fiscal Year 2026 and \$10.3 billion in Fiscal Year 2027. This includes funding for primary and secondary education as well as higher education.

The Fair School Funding Plan, part of the budget for Fiscal Years ended June 30, 2022 and 2023, appropriated \$9.2 billion for the Fiscal Year ended June 30, 2022 and \$9.4 billion for the Fiscal Year ended June 30, 2023 for all K-12 schools (the “Fair School Funding Plan”). The current Budget completes the phase-in of the Fair School Funding Plan in Fiscal Years ending June 30, 2026 and June 30, 2027, while maintaining Fiscal Year 2022 base cost inputs. Specifically for community and STEM schools, the Budget allocates \$1.33 billion for the Fiscal Year ending June 30, 2026 and \$1.40 billion for the Fiscal Year ending June 30, 2027. The Fair School Funding Plan provided comprehensive revision of Ohio’s primary and secondary school funding system and creation of a new financing system. The Fair School Funding Plan requires funding to be paid directly to school districts, community schools, and STEM Designation schools for the students they are educating. School districts receive payment for each student of that base cost per pupil plus per-pupil amounts of special education funds, economically disadvantaged funds, English learner funds, and career-technical education funding (rather than including community and STEM Designation school students and students who open enroll in the student count of the districts in which they reside, deducting funds attributable to those students from their resident districts, and paying those funds to the schools in which they are enrolled as under current law).

Effective September 30, 2025, the budget for Fiscal Years ending June 30, 2026 and June 30, 2027 established the Quality Independent STEM School Support Program (the “Quality STEM School Program”) under State law, which provides additional State funding to STEM schools in an amount up to \$3,000 annually for each economically disadvantaged student and up to \$2,500 annually for each student not identified as economically disadvantaged, to each independent STEM school that is identified as an independent STEM school of quality by the Ohio Department of Education and Workforce. State law sets forth specific requirements to be designated as an independent STEM school of quality, including an evaluation of academic quality, and once so designated, a school will maintain that designation for at least the two following fiscal years. The School is currently designated as an independent STEM school of quality, and is eligible for the receipt of funding under the Quality STEM School Program. The School has been designated a school of quality since the 2023-24 fiscal year, when STEM schools were able to begin receiving such designation. Failure to maintain such designation in the future could result in a material decrease in per-pupil State funding received by the Borrower.

It is also possible that the Ohio Legislature may not appropriate funds, or may not appropriate funds in a sufficient amount, to STEM Designation schools in the future. The State of Ohio’s allocation per student could be reduced or not keep pace with expenses such that the State Payments to the Borrower are inadequate to allow the Borrower to pay its operating expenses and loan payments under the Loan Agreement and the Series 2026

Note representing debt service on the Series 2026 Bonds. No liability shall accrue to the State in such event, and the State would not be obligated or liable for any future payments or any damages in such event. In the event the State withholds State Payments for any reason, even a reason that is ultimately determined to be invalid or unlawful, it is likely the Borrower would be forced to cease operations of the School.

Operating History; Reliance on Projections

According to Ohio law (ORC Section 3326.112), the governing body of each STEM/STEAM school must comply with the standards for financial reporting adopted under division (B)(2) of ORC Section 3301.07. Five-year forecasts must be submitted by the statutory May 31 and November 30 deadlines. The STEM school governing body is responsible for financial reporting. Five-year forecasts are submitted directly to the Office of Innovation.

The Borrower's ability to make payments under the Loan Agreement representing debt service payments on the Series 2026 Bonds depends on its receipt of State Payments. The projections of revenues and expenses contained in "APPENDIX A — CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT" herein (the "Financial Projections") were prepared by the Borrower and have not been independently verified by any party to the issuance of the Series 2026 Bonds other than the Borrower.

No feasibility studies have been conducted with respect to operations of the Borrower pertinent to the Series 2026 Bonds. The Financial Projections prepared by the Borrower are "forward-looking statements" and are subject to the general qualifications and limitations described herein with respect to such statements. The Underwriter has not independently verified such Financial Projections and makes no representation and gives no assurances that such Financial Projections or the assumptions underlying them are complete or correct. Further, the Financial Projections relate only to a limited number of fiscal years and consequently do not cover the entire period that the Series 2026 Bonds will be outstanding.

The Financial Projections are derived from the actual operations of the Borrower and from assumptions made by the Borrower about its future student enrollment and expenses. There can be no assurance that the actual enrollment, revenues and expenses of the Borrower will be consistent with the assumptions underlying the Financial Projections contained herein. Moreover, no guarantee can be made that the Financial Projections of revenues and expenses contained herein will correspond with the results actually achieved in the future because there is no assurance that actual events will correspond with the assumptions made by the Borrower. Actual operating results may be affected by many factors, including, but not limited to, increased costs, lower than anticipated Gross Revenues (as a result of insufficient enrollment, reduced State Payments, or otherwise), employee relations, changes in taxes, changes in applicable government regulation, changes in demographic trends, factors associated with education, competition for students, and changes in local or general economic conditions.

The Financial Projections do not constitute a "Certified Financial Forecast" prepared in accordance with generally accepted accounting principles. No feasibility studies have been conducted with respect to operations of the Borrower pertinent to the Series 2026 Bonds. The Underwriter has not independently verified the Financial Projections, and makes no representations nor gives any assurances that such Financial Projections, or the assumptions underlying such Financial Projections, are complete or correct. The Borrower is not aware of any facts that would make the Financial Projections, or the assumptions underlying such Financial Projections, misleading.

No assurance can be given that the results described in the Financial Projections will be achieved, or that there has been no change in underlying considerations since the date of this Official Statement. The Borrower does not intend to update the Financial Projections and, accordingly, there are risks inherent in using the Financial Projections in the future as they become outdated. The Financial Projections do not cover the entire period during which the Series 2026 Bonds may be outstanding.

Refer to “APPENDIX A — CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT” to review certain of the Financial Projections and to consider the various factors that could cause actual results to differ significantly from projected results.

NO GUARANTEE CAN BE MADE THAT THE PROJECTED INFORMATION CONTAINED HEREIN WILL CORRESPOND WITH THE RESULTS ACTUALLY ACHIEVED IN THE FUTURE BECAUSE THERE IS NO ASSURANCE THAT ACTUAL EVENTS WILL CORRESPOND WITH THE ASSUMPTIONS MADE BY THE BORROWER. ACTUAL OPERATING RESULTS MAY BE AFFECTED BY MANY FACTORS, INCLUDING, BUT NOT LIMITED TO, INCREASED COSTS, LOWER THAN ANTICIPATED GROSS REVENUES (AS A RESULT OF INSUFFICIENT ENROLLMENT, REDUCED STATE PAYMENTS, OR OTHERWISE), EMPLOYEE RELATIONS, CHANGES IN TAXES, CHANGES IN APPLICABLE GOVERNMENT REGULATION, CHANGES IN DEMOGRAPHIC TRENDS, FACTORS ASSOCIATED WITH EDUCATION, COMPETITION FOR STUDENTS, AND CHANGES IN LOCAL OR GENERAL ECONOMIC CONDITIONS.

Competition for Students; School Choice Initiatives

The Borrower competes for students with other public schools in Portage County, as well as private schools located within the Borrower’s service area. See “APPENDIX A — CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT” for some detail relating to relevant public and private school options and enrollment. The Borrower faces constant competition for students and there can be no assurance that the Borrower will continue to attract and retain the number of students that are needed to generate sufficient Gross Revenues for loan payments under the Loan Agreement and the Series 2026 Note representing debt service on the Series 2026 Bonds.

States are increasingly considering and, in some states, enacting legislation that would expand the educational choices for its residents beyond the traditional public school system. STEM Designated School are one example of such options. As schools resulting from the educational choice movement become more commonplace, and as existing schools demonstrate a track record of providing an attractive educational choice, the number of such schools may increase, which could lead to increased competition for existing schools, such as the School.

In addition, other education choice initiatives, including but not limited to a voucher system, whereby the state or local school district provides a voucher (typically for a fixed dollar amount) which a student’s parents can use to pay tuition at private, independent (including faith-based) schools have been implemented or are being considered in a number of states, including Ohio. The State of Ohio’s current EdChoice educational voucher program and EdChoice expansion program (collectively the “EdChoice Program”), allows students in the School’s service area to attend nonpublic schools at a reduced cost, or if tuition is less than the voucher, for free. This or another voucher program could provide significant competition to STEM Designation schools because parents who may not have previously been able to afford tuition at a private, independent school would, under a voucher system, have financial resources available to cover all or a significant portion of the tuition cost at such schools. This additional choice is likely to increase demand for enrollment in private, independent schools and could adversely affect enrollment at other schools, including STEM Designation schools and traditional public schools.

On July 4, 2025, the One Big Beautiful Bill Act 2025 budget reconciliation package (Public Law No. 119-21) (the “OBBA Act”) was signed into law. The OBBA Act included provisions for a federal school choice program under the Educational Choice for Children Act (the “ECCA”). Under the ECCA, individuals who donate to eligible Scholarship Granting Organizations (“SGOs”) in the United States will receive a federal tax credit equal to their donation up to \$1,700 for individual filers. SGOs can award scholarships for K-12 education related expenses, including private school tuition. States need to voluntarily elect to participate in the ECCA tax credit program, and donations and tax credits under ECCA will become available beginning in January 2027. In January 2026, Ohio elected to opt into the ECCA program.

Nonrenewal or Revocation of the STEM Designation

Under Ohio law, the Borrower's STEM Designation is subject to non-renewal, revocation and/or suspension for, among other reasons, failure of the Borrower to comply with the conditions established in the STEM Designation or State law. In 2013, a proposal for designation as a STEM school was submitted by the then-existing Bio-Med Science Academy public community high school.. On April 2, 2013, the STEM Committee unanimously approved the STEM Proposal and granted a STEM school designation for the School. On February 3, 2025, the STEM Committee most recently unanimously renewed the School's designation as a STEM school for an additional term of five years. See "APPENDIX C – GENERAL INFORMATION REGARDING OHIO STEM SCHOOLS."

If the Borrower's STEM Designation is not renewed, or is revoked or suspended, the Borrower could be forced to close the School.

Factors Associated with Education

There are a number of factors affecting schools in general, including the Borrower, which could have an adverse effect on the Borrower's financial position and the ability of the Borrower to generate sufficient Gross Revenues for loan payments under the Loan Agreement and the Series 2026 Note representing debt service on the Series 2026 Bonds. These factors include, but are not limited to, the Borrower's ability to attract and retain a sufficient number of students; increasing costs of compliance with federal or State regulatory laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety and accommodating persons with disabilities; increasing operating costs of the Borrower; changes in existing statutes pertaining to the powers of the Borrower and legislation or regulations which may affect funding. The Borrower cannot assess or predict the ultimate effect of these factors on its operations or financial results of operations.

Specific Risks of STEM Designation Schools

State Law. The Ohio Legislature has amended the law affecting STEM Designation schools various times since it was enacted in 2007. It is unknown whether any future amendments to the STEM school law may adversely affect the Borrower, for example, by reducing the maximum amount payable by the State of Ohio for students to be enrolled in the School, by limiting the amount of such State Payments that may be pledged to obligations such as the Series 2026 Bonds, by withholding a percentage of the State Payments if a STEM Designation school is deemed not to be in compliance with its STEM designation or State and federal laws, by decreasing the maximum length of a STEM designation term, by limiting the number of students for which State funds are available, by mandating new facilities or programs that may cost more than has been projected, by revising the relative responsibilities between school districts and the State of Ohio for financing schools (including STEM Designation schools), or by eliminating the authority for STEM Designation schools.

Budgetary Constraints. STEM Designation schools are funded primarily from State and local tax revenues. Budgetary pressures at the State level may jeopardize future funding levels, which may adversely affect the ability of the Borrower to make its payments under the Loan Agreement and the Series 2026 Note representing debt service on the Series 2026 Bonds. See "APPENDIX C – GENERAL INFORMATION REGARDING OHIO STEM SCHOOLS" attached hereto.

Enrollment Levels. The Borrower's Gross Revenues and financial strength will depend in part upon maintaining certain enrollment levels at the School. A reduction in enrollment will have a direct result of reducing per pupil state funding. See "APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT" attached hereto.

Budget Delays and Adverse Effects on Appropriations for Funding; Delay in Payment of Funding. STEM Designation schools depend on revenues from the State for a large portion of their operating budgets. The availability of State funds for public education is a function of legal provisions affecting school revenues

and expenditures, the condition of the State economy (which affects total revenue available to the State general fund) and the budget process.

State law requires that the first regular session of each term of the Ohio General Assembly must adjourn no later than April 29 in any odd-numbered year. At times, the Ohio General Assembly has not passed the biennial budget by the adjournment of the Ohio General Assembly session. More generally, in the absence of an effective biennial budget (i.e., if a budget is not passed before adjournment and is not passed in a special session), and in the absence of any special legislation enacted to continue appropriations, many appropriations of the State cease to continue at the end of the State's budget year, except funding for a few institutions as set forth in the Ohio Code which do not include STEM Designation school funding. The Borrower would be materially harmed by any budget failure which delays or otherwise adversely affects appropriations for STEM Designation school funding.

Any event that would cause a delay, further reduction, or elimination of State Payments would have a material adverse effect on the ability of the Borrower to make payments under the Loan Agreement. STEM Designation schools, unlike traditional public schools in the State, are almost entirely dependent on State Payments. See "APPENDIX C – GENERAL INFORMATION REGARDING OHIO STEM SCHOOLS" attached hereto.

State Financial Difficulties; Economic and Other Factors. STEM Designation schools depend on State Payments for a large portion of their operating budgets. The availability of State revenues for public education is a function of legal provisions affecting school corporation revenues and expenditures, the condition of the State economy and the annual budget process. Decreases in State revenues may adversely affect education appropriations made by the Legislature.

Neither the Borrower nor any other party to the Series 2026 Bond transaction can predict how State law, State income or State education funding will vary over the entire term of the Series 2026 Bonds. No parties to the Series 2026 Bond transaction take any responsibility for informing owners of the Series 2026 Bonds about any such changes. Information about the financial condition of the State, as well as its budget and spending for education, is available and regularly updated on various State-maintained websites. Such information is prepared by the respective State entity maintaining each such website and not by any of the parties to this transaction. The parties to this transaction take no responsibility for the accuracy, completeness or timeliness of such information or the continued accuracy of the internet addresses noted herein, and no such information is incorporated herein by these references.

Future economic and other factors may adversely affect the Borrower's ability to generate sufficient Gross Revenues to make payments under the Loan Agreement representing debt service payments on the Series 2026 Bonds. Among the factors that could have such adverse effects are: decreases in the number of students seeking to attend the School at optimum levels for each grade level; decreases in the level of payments from the State of Ohio, or other student enrollment-based funding by the federal or the State of Ohio governments; decline in the ability of Borrower management and the School to provide education desired and accepted by the population served; general economic factors, including inflation and interest rates; economic developments in the affected service area, including loss of employment; diminishment of the standing of the Borrower or the School in its field; revocation of the STEM Designation; competition from other educational institutions, including other STEM Designation schools, private schools, and public schools in the areas from which the School draws students; the lessened ability of the School to attract and retain qualified teachers and staff at salaries that permit payment of debt service and expenses; increased costs associated with technological advances; changes in government regulation of the education industry or in State law; future claims for accidents or other torts and the extent of insurance coverage for such claims; and the occurrence of natural disasters.

Risk of Unionization

No employees of the Borrower currently are unionized. Should teachers or staff of the Borrower become unionized, contractual terms with the unions could adversely affect the operational flexibility of the Borrower and/or increase the Borrower's expense structures, thus adversely impacting the Borrower's ability to meet its obligations under the Loan Agreement and the Series 2026 Note.

U.S. Immigration Policy Reform

President Trump has implemented several proposals designed to significantly overhaul existing United States immigration policy, including, among others, expanding the ranks of Immigration and Customs Enforcement agents, building an expanded wall along the southern United States border, the rescission of the Deferred Action for Childhood Arrivals program, and increased deportation of undocumented immigrants. There can be no assurance that additional restrictive immigration policies will not be implemented in the future. It is unclear at this time whether such immigration policies will have any materially adverse effects on enrollment at the School and the Borrower's ability to meet its obligations under the Loan Agreement and the Series 2026 Note.

State Teacher Shortage

The State has faced in the past, and may face in the future, a teacher shortage. If a shortage materializes in future years, the Borrower may have to pay increased salaries or incur increased costs in recruiting new teachers. Teacher salaries and benefits are significant operating expenses for the Borrower and increases in such expenses may affect the financial ability of the Borrower.

Failure to Provide Ongoing Disclosure

The Borrower will enter into a Continuing Disclosure Undertaking pursuant to Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12) (the "Rule") in connection with the issuance of the Series 2026 Bonds. Failure to comply with the Undertaking and the Rule in the future may adversely affect the liquidity of the Series 2026 Bonds and their market price in the secondary market. See "CONTINUING DISCLOSURE" herein and "APPENDIX I – FORM OF CONTINUING DISCLOSURE UNDERTAKING" attached hereto.

No Fee Interest in Certain Facilities

The Facilities. The Borrower does not hold a fee interest in the Facilities financed with proceeds of the Series 2026 Bonds. The Borrower leases the Real Estate on which the Facilities are to be constructed from Kent State pursuant to the Ground Lease. See "THE GROUND LEASE" herein and "APPENDIX G – FORM OF GROUND LEASE" attached hereto.

In connection with the issuance of the Series 2026 Bonds, the Borrower will enter into a leasehold mortgage for the Facilities to secure its obligations under the Loan Agreement.

The Ground Lease is terminable for certain defaults by the tenant thereunder, subject to any rights of the Borrower or the Trustee to cure certain defaults. Following an event of default, if the Trustee attempts to foreclose under the Leasehold Mortgage on the leasehold interest under the Ground Lease, the Trustee may be unable or delayed in leasing the Facilities. The rights of the Trustee in such event will be limited by the terms of the Ground Lease.

A copy of the Ground Lease is included as Appendix G hereto.

Non-Pledged Campuses. The Borrower currently operates the School at the Non-Pledged Campuses, pursuant to three separate lease agreements. See “INTRODUCTION – Use of Proceeds” herein. Following substantial completion of the Project (expected in June, 2027), the Borrower expects to consolidate the kindergarten through grade 6 of the School from the Shalersville Campus and the Ravenna Campus to the Facilities, and terminate the Shalersville Lease and the Ravenna Lease. The Borrower anticipates operating kindergarten through grade 6 at the Facilities and grades 7-12 at the Rootstown Campus going forward, pursuant to the Ground Lease (with a term through June 30, 2061) and the Rootstown Leases (with terms through June 30, 2037 and June 30, 2045, respectively).

No interest in any of the Non-Pledged Campuses is or may be pledged to secure any obligation in connection with the Series 2026 Bonds.

The current term of the Shalersville Lease extends to June 30, 2027, and the current term of the Ravenna Lease extends to June 30, 2039. Under the Shalersville Lease, the Borrower has a right of first refusal to negotiate for a renewal or a new lease upon terms mutually agreeable to the parties. However, there can be no assurance that the Borrower will be able to extend the term under the Shalersville Lease in the event the Project is not completed prior to the expiration of the term thereof. In such an event, the Borrower may have to identify alternative facilities until the completion of the Project.

The current terms of the Rootstown Leases extend to June 30, 2037 and June 30, 2045, respectively. In the event the Borrower is not able to extend the term of the Rootstown Leases prior to their termination, the Borrower may have to identify alternative facilities for the operation of grades 7-12 of the School.

Factors That Could Affect the Security Interest in the Facilities; Superior Liens; Subtenant of Facilities

The Trustee’s security interest in the Facilities may be subordinated to the interest and claims of others in several instances. Some examples of cases of subordination of prior claims are (i) rights of Kent State under the Ground Lease and the ROTC Sublease, (ii) statutory liens, (iii) rights arising in favor of the United States of America or any agency thereof, (iv) present or future prohibitions against assignment in any statutes or regulations, (v) constructive trusts, equitable liens or other rights impressed or conferred by any state or federal court in the exercise of its equitable jurisdiction, (vi) federal or state bankruptcy or insolvency laws that may affect the enforceability of the Loan Agreement, (vii) rights of third parties in amounts not in the possession of the Trustee, (viii) claims that might arise if appropriate financing or continuation statements are not filed in accordance with the Ohio Uniform Commercial Code as from time to time in effect, and (ix) mechanics liens.

ROTC Sublease. The Borrower expects to enter into the ROTC Sublease with Kent State to permit Kent State to continue to operate its ROTC program in a portion of the Facilities. In the event the Trustee were to foreclose on the Leasehold Mortgage, any such foreclosure or future sale, lease or other disposition of the Facilities would be subject to the ROTC Sublease and rights of Kent State thereunder. See “APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT – THE PROJECT” attached hereto.

Risks of Real Estate Investment

Development, ownership and operation of real estate, such as the Facilities, involves certain risks, including the risk of adverse changes in general economic and local conditions, including population decreases; uninsured losses; operating deficits and mortgage foreclosure; lack of attractiveness of the property to students/parents; cyclical nature of the real estate market; adverse changes in neighborhood values; and adverse changes in zoning laws, other laws and regulations and real property tax rates (to the extent such taxes are applicable to the Facilities). Such losses also include the possibility of fire or other casualty or condemnation. If the Facilities, or any portion thereof, were not available during the period of restoration, such unavailability could adversely affect the ability of the Borrower to generate adequate revenues from its operation of its schools in an amount sufficient for the Borrower to make payments in respect of debt service on the Series 2026 Bonds.

Changes in general or local economic conditions and changes in interest rates and the availability of mortgage funding may render the sale or refinancing of the Facilities difficult or unattractive.

Value of Mortgaged Property May Fluctuate. At any time, there may be a difference between the actual value of the Mortgaged Property (as defined in the Mortgage) and the amount of the Series 2026 Bonds, and that difference may be material and adverse to Bondholders. In particular, it cannot be determined with certainty what the value of the Mortgaged Property would be in the event of foreclosure under the Mortgage. The value of the Mortgaged Property at any given time will be directly affected by market and financial conditions which are not in the control of the parties involved in the transaction. Real property values can fluctuate substantially depending on a variety of factors. There is nothing associated with the Mortgaged Property or the Borrower's property generally which would suggest that their values would remain stable or would increase if the general values of property in the community were to decline. The Borrower has not engaged an appraiser in connection with the issuance of the Series 2026 Bonds or otherwise obtained an appraisal of the Facilities. It may be difficult to find a buyer or lessee for the Facilities if it were necessary to proceed against the Facilities whether pursuant to a judgment, if any, against the Borrower, or otherwise. Thus, upon any default, the Trustee may not realize the amount of the outstanding Series 2026 Bonds from the sale or lease of the Facilities.

Foreclosure Deficiency and Delays. If Gross Revenues are insufficient to pay loan payments under the Loan Agreement and the Series 2026 Note representing debt service on the Series 2026 Bonds, the Leasehold Mortgage could be foreclosed upon. There can be no assurance that the value of the Mortgaged Property will be sufficient to meet all remaining debt service requirements with respect to the Series 2026 Bonds at the time of any foreclosure. In addition, the time necessary to institute and complete foreclosure proceedings would likely substantially delay receipt of funds from a foreclosure.

Damage or Destruction of the Facilities, Claims and Insurance Coverage. The Loan Agreement requires that the Facilities be insured against certain risks. See "APPENDIX E – FORM OF LOAN AGREEMENT" attached hereto. However, there can be no assurance that the amount of insurance required to be obtained or actually obtained will be adequate, or that the cause of any damage or destruction to the Facilities will be as a result of a risk which is insured. Further, there can be no assurance with respect to the ongoing creditworthiness of the insurance companies from which the Borrower obtains insurance policies.

Environmental Regulation. The Mortgaged Property is and will be subject to various federal, State and local laws and regulations governing health and the environment. In general, these laws and regulations could result in liability for remediating adverse environmental conditions on or relating to the Mortgaged Property, whether arising from pre-existing conditions or conditions arising as a result of activities conducted in connection with the ownership of and operations at the Mortgaged Property. Costs incurred with respect to environmental remediation or liability could adversely affect the Borrower's financial condition and its ability to generate Gross Revenues sufficient to pay loan payments under the Loan Agreement and the Series 2026 Note and, in turn, for the Trustee to pay debt service on the Series 2026 Bonds. Excessive costs in connection with any such environmental remediation or any such liability to third parties could also make it difficult to successfully re-let the Mortgaged Property.

As described in Appendix A to this Official Statement, a Phase I Environmental Site Assessment prepared in connection with the issuance of the Series 2026 Bonds did not identify any recognized environmental conditions, controlled recognized conditions or de minimis conditions in connection with the Site. Accordingly, no further investigation was recommended.

Climate Change. The State, and in particular the Midwest region of the United States where the Facilities are located, is susceptible to the effects of extreme weather events and natural disasters, including floods, tornadoes, and rain events, which could result in negative economic impacts on the Facilities. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather

events could damage the Facilities, or the local infrastructure that provides essential services to the School. The economic impacts resulting from such extreme weather events could include a loss of property values, a decline in revenue base, and escalated recovery costs. No assurances can be given that a future extreme weather event will not adversely affect the operations of the Borrower at the Facilities.

No Appraisal

No as-built appraisal has been obtained for the Facilities or for the value of the Site. Potential investors should not assume that the amounts set forth in “THE PROJECT” in Appendix A attached hereto represent a reliable estimate of what such Facilities or Site would bring in liquidation following an Event of Default. See “THE PROJECT – No Appraisal for Facility or Site” herein.

Reserve Fund

The Indenture establishes the Reserve Fund for payment of principal of and interest on the Series 2026 Bonds to the extent the Loan Payments are insufficient to make such payments. Although the Borrower believes such reserve to be reasonable and anticipates that the Loan Payments will be sufficient to cover the debt service on the Series 2026 Bonds, there is no assurance that funds on deposit in the Reserve Fund and future Loan Payments will be sufficient to cover debt service on the Series 2026 Bonds.

Reputational Risk

The Borrower is subject to financial and other risks, which risks may differ from those of other private, community or public schools. For example, changes in the reputation of the Borrower or the School; any third-party service providers, affiliates, and/or the Borrower’s leadership, faculty or student body, either generally or with respect to certain academic or extra-curricular areas, may affect the Borrower’s ability to attract students to its schools to projected enrollment levels, and may affect the Borrower’s ability to attract quality teachers and staff at competitive salaries. In addition, litigation brought against the Borrower by parents, civil authorities, students or former or potential employees may have a materially adverse impact on the reputation of the Borrower. There can be no assurance that these or other factors will not adversely affect the ability of the Borrower to generate adequate revenues from its operation of the School in an amount sufficient for the Borrower to make payments in respect of debt service on the Series 2026 Bonds.

Litigation

Schools are often the subject of litigation. Educator’s professional liability and other actions alleging wrongful conduct and seeking punitive damages often are filed against education providers such as the Borrower. Litigation may also arise from the corporate and business activities of the Borrower, or from employee-related matters. As with educator’s professional liability, many of these risks are covered by insurance, but some are not. For example, some business disputes and workers’ compensation claims are not covered by insurance or other sources and, in whole or in part, may be a liability of the Borrower if determined or settled adversely. Litigation could arise from the corporate and business activities of the Borrower. Such litigation may result as a result of the Borrower’s status as an employer. Many of these risks are covered by insurance, but some are not. For example, claims arising from wrongful termination or sexual molestation claims and business disputes may not be covered by insurance or other sources and may, in whole or in part, be a liability of the affected school if determined or settled adversely. Although the Borrower maintains insurance policies covering educator’s professional and general liability, management is unable to predict the availability, cost or adequacy of such insurance in the future. Any inability of the Borrower in the future to secure affordable, adequate insurance may expose the Borrower to litigation risks which may adversely affect the Borrower’s ability to generate adequate revenues from its operation of its schools in an amount sufficient for the Borrower to make payments in respect of debt service on the Series 2026 Bonds.

Key Personnel

The Borrower's creation, curriculum, educational philosophy, and operations may reflect the vision and commitment of a few, key personnel who comprise the officers and administrators of the Borrower. Additionally, all employees of the Borrower (including faculty and administrators) are employed by a third party entity, Educational Service Center Council of Governments ("ESCCOG"). ESCCOG may terminate its agreement with the Borrower upon failure of the Borrower to pay any amount due, or upon a material breach by the Borrower following notice and a thirty day cure period.

The Borrower and ESCCOG have operated under short-term contracts continually since the Borrower's founding in 2014. Such short-term contracts have traditionally been renewed each year, and the Borrower currently anticipate the relationship to continue. However, there can be no assurance that the Borrower's ongoing relationship with ESCCOG will continue in the future. The Borrower does not anticipate that a future termination or failure to renew or extend its relationship with ESCCOG would materially adversely affect its operations.

Although the Borrower, in conjunction with ESCCOG, has operated the School for more than 13 years and undertakes succession planning, the loss of any such key personnel could adversely affect the Borrower's operations, its ability to attract and retain students, and its financial results. For more information regarding the Borrower's key personnel, see "APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT" attached hereto.

Campus Security

Schools are generally subject to risks related to campus security, including but not limited to bullying, abuse, and, in extreme cases, physical violence. While management of the Borrower believes that the Borrower's school campuses are and will be secure, instances of breaches of campus security in the future may have a materially adverse effect the Borrower's operations and/or Borrower's reputation, and may result in litigation, any of which could adversely affect the Borrower's financial condition and its ability to make payments under the Loan Agreement representing debt service on the Series 2026 Bonds.

Cybersecurity

The Borrower, like many other public and private entities, relies on a technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the Borrower is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the Borrower's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that the Borrower's efforts to manage cyber threats and attacks will be successful or that any such attack will not materially impact the operations or finances of the Borrower. The Borrower carries cybersecurity insurance.

Special, Limited Obligations

The Series 2026 Bonds will be special obligations and not general obligations of the Authority. The Series 2026 Bonds will not constitute or give rise to any pecuniary liability of the Authority, Portage County, Ohio, the State of Ohio or any other political subdivision of the State or a charge against their respective general credit or taxing powers. No registered owner of any Series 2026 Bond will have the right to demand payment of the principal thereof or interest or any premium thereon from any funds to be raised from taxation or from any sources of revenue other than those expressly pledged to the payment of the Series 2026 Bonds. No assets of the Authority are pledged or otherwise put at risk in connection with the Series 2026 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS."

Construction Risk

Construction, installation and equipping of any capital improvement are subject to the risks of cost overruns and delays due to a variety of factors, including, but not limited to, delays in obtaining necessary permits, licenses and other governmental approvals, site difficulties, labor disputes, application of prevailing wage requirements, tariffs, delays in delivery and shortage of materials, adverse weather conditions, fire and other casualties and default by any of the Borrower, a contractor or subcontractor, environmental restrictions or similar unknown or unforeseeable contingencies. The occurrence of any of the foregoing could result in increases in construction costs or considerable delays in, or the complete impossibility of, the completion of the Facilities.

The building permit for the Project is not expected to be issued prior to the issuance of the Bonds. Construction drawings were submitted to the State on June 15, and the Borrower anticipates receiving a building permit in July 2026. A plumbing permit has already been issued for the Project. Interior demolition is expected to begin prior to the issuance of the Bonds (and prior to the issuance of a building permit). While the Borrower does not anticipate any delays in the receipt of a building permit, there can be no assurance that the building permit is issued in a timely manner to allow for substantial completion of the Project on its anticipated schedule.

As described in Appendix A to this Official Statement, the GMP set forth under the Construction Contract for the construction of the Project is expected to include a contractor contingency of 2.25% (\$256,591). Additionally, the Project budget includes an owner's contingency of 3% (\$326,732). The substantial completion and final completion dates may be adjusted as a result of interference by the Borrower, the architect or a separate contractor, Borrower-ordered changes, concealed or differing site conditions, hazardous materials, Borrower-directed suspension, and force-majeure-type events. The GMP may be adjusted as a result of Borrower-directed change orders, concealed/differing site conditions, hazardous materials, allowance true-ups (as discussed below), Borrower-directed suspension, design development beyond what is "reasonably inferable," post-GMP tax enactments, and emergencies.

The Construction Contract requires the Contractor to provide payment and performance bonds in an amount equal to the GMP, as well as builder's risk "all-risk" property insurance. The GMP includes various allowances, as further described in Appendix A attached hereto; in the event any of these items exceed the allowance amount, the GMP amount may be increased accordingly.

Potential Effects of Bankruptcy

If the Borrower were to file a petition for relief (or if a petition were filed against the Borrower as debtor) under the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq., as amended, or other state insolvency, liquidation or receivership laws, the filing could operate as an automatic stay of the commencement or continuation of any judicial or other proceeding against the Borrower, or the property of the Borrower. If the bankruptcy court or other state or federal court so ordered, the property and revenues of the Borrower could be used for the benefit of the Borrower despite the claims of its creditors (including the owners of the Series 2026 Bonds).

In a bankruptcy proceeding under Chapter 11 of the Bankruptcy Code, the Borrower could file a plan of reorganization which would modify the rights of creditors generally or the rights of any class of creditors, secured or unsecured (including the owners of the Series 2026 Bonds). The plan, when approved ("confirmed") by the bankruptcy court, binds all creditors who had notice or knowledge of the plan and discharges all claims against the Borrower except as otherwise provided for in the plan. No plan may be confirmed by a bankruptcy court unless, among other conditions, the plan is in the best interest of creditors, is feasible and has been accepted by each class of claims impaired thereunder. Even if the plan is not so accepted, it may be confirmed if the court finds that the plan is fair and equitable with respect to each class of non-accepting creditors impaired thereunder and does not discriminate unfairly.

Enforcement of Remedies

The remedies available to the Trustee or the registered owners of the Series 2026 Bonds upon an Event of Default under the Indenture and the Loan Agreement, as applicable, are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies provided in the Indenture and the Loan Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the sovereign powers of the State and the constitutional powers of the United States of America, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Additional Debt

The Loan Agreement permits the incurrence of additional debt by the Borrower on a parity with the Series 2026 Note and also permits incurrence of other additional indebtedness by the Borrower. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 BONDS – Additional Indebtedness” herein.

Amendment of Legal Documents; Minority Bondholder Risks

The Indenture permits certain modifications to be made thereto with the consent of owners of a majority in interest of the aggregate principal amount of the Bonds then outstanding; provided that, no such modification may permit (1) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the owners of such Bond or (2) a preference of any Bond over any other Bond without the consent of the owner of all Bonds Outstanding, or (3) a reduction in the aforesaid aggregate principal amount of Bonds the owners of which are required to consent to any such supplemental indenture, without the consent of the owners of not less than eighty percent (80%) of the principal amount of the Bonds at the time Outstanding which would be affected by the action to be taken, or (4) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

The Loan Agreement permits certain modifications to be made thereto with the consent of the owners of a majority in interest of the aggregate principal amount of the Bonds then outstanding. See “APPENDIX D – FORM OF TRUST INDENTURE” attached hereto.

Legal Opinions

The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds will express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein on the date thereof. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

In addition, such opinions will be qualified as to the enforceability of the various legal instruments by, among others, limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws affecting the enforcement of creditors’ rights generally.

Market and Secondary Market for Series 2026 Bonds

Subject to applicable securities laws and prevailing market conditions, the Underwriter intends, but is not obligated, to make a market for the Series 2026 Bonds. There is no assurance or guarantee that a secondary

trading market will develop for the Series 2026 Bonds or if, developed, will not be disrupted by events. Consequently, prospective bond purchasers and investors may not be able to resell the Series 2026 Bonds should they need or wish to do so for emergency or other purposes, and therefore should be prepared to hold their Series 2026 Bonds to maturity or prior redemption.

Risk of Loss from Nonpresentment upon Redemption

The rights of the registered owners of the Series 2026 Bonds to receive interest will terminate on the date, if any, on which the Series 2026 Bonds are to be redeemed pursuant to a call for redemption, notice of which has been properly given under the terms of the Indenture.

Determination of Taxability

The excludability from gross income for federal income taxation purposes of the interest on the Series 2026 Bonds is based on the continuing compliance by the Borrower and the Authority with the tax covenants contained in the Indenture, the Loan Agreement, and the Federal Income Tax Certificate and Agreement by and among the Authority, the Borrower, and the Trustee, dated as of the date of delivery of the Series 2026 Bonds (the “Tax Certificate”). These covenants relate generally to restrictions on use of the property of the Borrower financed or refinanced with the proceeds of the Series 2026 Bonds, arbitrage limitations, and rebate of certain excess investment earnings, if any, to the federal government. Failure to comply with such covenants could cause interest on the Series 2026 Bonds to become subject to federal income taxation retroactive to the date of issuance of the Series 2026 Bonds. If interest on the Series 2026 Bonds becomes includable in gross income for federal income tax purposes, the market for and value of the Series 2026 Bonds could be adversely affected. Moreover, there can be no assurance that the presently advantageous provisions of the Code, or the rules and regulations thereunder, will not be retroactively adversely amended or modified, thereby resulting in the inclusion in gross income of the interest on the Series 2026 Bonds for federal income tax purposes. Any limitation or elimination of the benefit of such tax exemption, if retroactive, would result in some or all of the interest on the Series 2026 Bonds being included in gross income of owners of the Series 2026 Bonds for federal income tax purposes. Any such limitation or elimination could also increase the future borrowing costs of the Borrower. There can be no assurance that Congress would not adopt legislation applicable to the Series 2026 Bonds or to the Borrower and that the Facilities would be able to comply with any such future legislation in a manner necessary to maintain the tax-exempt status of the Series 2026 Bonds. The Borrower is required to comply with federal income tax law requirements in order to maintain the tax-exempt status of the Series 2026 Bonds to the extent that any such other requirements are made applicable to the Facilities. There is no assurance, however, that the Borrower will comply with any such other requirements.

Loss of Tax-Exempt Status

The Borrower represents that it is a tax-exempt organization described in Section 501(c)(3) of the Code and is exempt from taxation under Section 501(a) of the Code. As a tax-exempt, charitable organization, the Borrower and its operations are subject to various requirements specified by the Code and the regulations promulgated thereunder. The Borrower must comply with those requirements in order to maintain its tax-exempt status. The Borrower may be audited by the Internal Revenue Service (“IRS”). Although the Borrower represents that it believes that it is in compliance with applicable tax laws, an IRS audit ultimately could affect its tax-exempt status. Loss of tax-exempt status by the Borrower could result in loss of excludability for federal income tax purposes of interest on the Series 2026 Bonds retroactive to the date of issuance of the Series 2026 Bonds. There can be no assurance that the Facilities will be exempt from the payment of real and personal property taxes for the entire period during which the Series 2026 Bonds are outstanding, and the Borrower’s operating expenses may increase due to the payment of property taxes. Even if the exemption is granted, such laws, regulations and rulings are currently subject to change, and no assurance can be given that any future change in exempt status would not have a material adverse effect on the Borrower. The Financial Projections contained herein have been prepared in accordance with the assumptions outlined in this paragraph.

Bond Audits

Internal Revenue Service (“IRS”) officials have indicated that more resources will be invested in audits of tax-exempt bonds in the charitable organization sector. The Series 2026 Bonds may be, from time to time, subject to audits by the IRS. The Borrower believes that the Series 2026 Bonds properly comply with the tax laws. In addition, Bond Counsel will render an opinion with respect to the tax-exempt status of the Series 2026 Bonds, as described under the caption “TAX MATTERS” herein. No ruling with respect to the tax-exempt status of the Series 2026 Bonds has been or will be sought from the IRS, however, and opinions of counsel are not binding on the IRS or the courts and are not guarantees. There can be no assurance that an audit of the Series 2026 Bonds will not adversely affect the Series 2026 Bonds.

Unrelated Business Income

The IRS, the State, county or local tax authorities may undertake audits and reviews of the operations of tax-exempt organizations with respect to the generation of unrelated business taxable income (“UBTI”). The Borrower may participate in activities that generate UBTI. An investigation or audit could lead to a challenge that could result in taxes, interest and penalties with respect to UBTI and, in some cases, ultimately could affect the tax-exempt status of the Borrower as well as the exclusion from gross income for federal income tax purposes of the interest payable on the Series 2026 Bonds.

Compliance with Tax Covenants

The possible modification or repeal of certain existing federal income or State tax laws or other loss by the Borrower of the present advantages of certain provisions of the federal income or State tax laws could materially and adversely affect the status of the Borrower and thereby the revenues of the Borrower. As an exempt organization, the Borrower is subject to a number of requirements affecting its operations. Failure of the Borrower to comply with certain requirements of the Code, or adoption of amendments to the Code to restrict the use of tax-exempt bonds for facilities such as the Facilities, could cause interest on the Series 2026 Bonds to be included in the gross income for federal income tax purposes of the Owners or former Owners. The tax-exempt status of the Series 2026 Bonds is based on the continued compliance by the Authority and the Borrower with certain covenants contained in the Loan Agreement and in certificates executed by the Authority and the Borrower in connection therewith. These covenants relate generally to arbitrage limitations, rebate of certain excess investment earnings to the federal government, restrictions on the amount of issuance costs financed with the proceeds of the Series 2026 Bonds and the Borrower’s status as an organization described in Section 501(c)(3) of the Code. Failure to comply with any of these covenants may result in the treatment of interest on the Series 2026 Bonds as taxable income to the Owners thereof, retroactive to the closing date. See “TAX MATTERS” herein.

Additional Bondholders’ Risks Regarding Federal Income Tax Exemption

The tax-exempt status of the Series 2026 Bonds currently depends, among other things, upon the maintenance by the Borrower of its status as an organization described in Section 501(c)(3) of the Code. The maintenance by the Borrower of its status as an organization described in Section 501(c)(3) of the Code is contingent upon compliance with general rules promulgated in the Code and related regulations regarding the organization and operation of tax-exempt entities, including their operation for charitable purposes and their avoidance of transactions that may cause their assets to inure to the benefit of private individuals. As these general principles were developed primarily for public charities that do not conduct large-scale technical operations and business activities, they often do not adequately address the myriad of operations and transactions entered into by organizations such as the Borrower. The Internal Revenue Service has announced that it intends to closely scrutinize transactions between not-for-profit corporations and for profit entities. In addition, none of Bond Counsel or special counsel to the Borrower has rendered any opinion relating to whether actions that may be taken upon default by the Borrower under covenants relating to the Series 2026 Bonds or other obligations of the Borrower may adversely affect the Borrower as an organization described in Section 501(c)(3) of the Code.

If a tax-exempt entity is found to have operated in such a manner as to result in an inurement or unlawful private benefit, the only remedy available to the IRS under the Code against that entity is revocation of that entity's tax-exempt status. Although the IRS has not often revoked such 501(c)(3) tax exempt status of an organization, it could do so in the future. The loss of tax-exempt status by the Borrower could result in loss of the tax exempt status of the Series 2026 Bonds retroactively to the closing date of such Series 2026 Bonds, and, in turn, could cause defaults in the Borrower's covenants relating to the Series 2026 Bonds and other debt of the Borrower.

With increasing frequency, the IRS has imposed substantial monetary penalties and future public benefit obligations on certain tax-exempt organizations in lieu of revoking tax-exempt status, as well as requiring that certain transactions be altered, terminated or avoided in the future and/or requiring governance or management changes. Less onerous sanctions have been enacted, which sanctions focus enforcement on private persons that transact business with an exempt organization rather than the exempt organization itself, but these sanctions do not replace the other remedies available to the IRS as mentioned above. For example, the Taxpayers Bill of Rights 2, referred to for purposes of this Official Statement as the Intermediate Sanctions Law, allows the Internal Revenue Service to impose "intermediate sanctions" against certain individuals in circumstances involving the violation by tax-exempt organizations of the prohibition against private inurement. Intermediate sanctions may be imposed in situations in which a "disqualified person" (such as an "insider") (i) engages in a transaction with a tax-exempt organization on other than a fair market value basis, (ii) receives unreasonable compensation from a tax-exempt organization or (iii) receives payment in an arrangement that violates the prohibition against private inurement. These transactions are referred to as "excess benefit transactions." Intermediate sanctions may be imposed in addition to revocation of tax-exempt status.

In recent years, the Internal Revenue Service and state, county and local taxing authorities have been undertaking audits and reviews of the operations of tax-exempt organizations with respect to their exempt activities and the generation of unrelated business taxable income. An investigation or audit could lead to a challenge which could result in taxes, interest and penalties with respect to unreported unrelated business taxable income and in some cases could ultimately affect the tax-exempt status of the Borrower as well as the exclusion from gross income for federal income tax purposes of the interest payable on the Series 2026 Bonds. In addition, legislation, if any, which may be adopted at the federal, state and local levels with respect to unrelated business income cannot be predicted. Any legislation could have the effect of subjecting a portion of the income of the Borrower to federal or state income taxes.

In addition to the foregoing proposals with respect to income by not-for-profit corporations, various state and local governmental bodies have challenged the tax-exempt status of not-for-profit institutions and have sought to remove the exemption from real estate taxes of part or all of the property of various not-for profit institutions on the grounds that a portion of its property was not being used to further the charitable purposes of the institutions or that the institutions did not provide sufficient services to indigent persons so as to warrant exemption from taxation as a charitable institution. Several of these disputes have been determined in favor of the taxing authorities or have resulted in settlements.

INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE SERIES 2026 BONDS.

Risks Related to Tax Reform

From time to time there are legislative proposals in the United States Congress and the State Legislature that, if enacted, could alter or amend the federal and State income tax matters with respect to the Series 2026 Bonds, adversely affect the market value or liquidity of the Series 2026 Bonds, affect the Borrower's income tax status or impact how the State funds public schools, including STEM Designation schools. It cannot be predicted

whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment or the status of tax-exempt entities. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or liquidity of the Series 2026 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular lawsuit will be resolved, or whether the Series 2026 Bonds or the market value or liquidity thereof would be impacted thereby. Purchasers of the Series 2026 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. Purchasers of the Series 2026 Bonds should be aware that future legislative actions (including federal income tax reform) may retroactively affect such investors' federal, state or local tax liability. In all such events, the market value of the Series 2026 Bonds may be impacted and the ability of holders to sell the Series 2026 Bonds in the secondary market may be reduced.

Taxation of Nonprofit Organizations

The Subcommittee on Oversight and Investigation of the Committee on Ways and Means of the U.S. House of Representatives has held public hearings on the issue of unfair competition between nonprofit and for-profit organizations. Similar hearings have been conducted by certain state legislative bodies. These hearings have focused on the need for changes in the law relating to the taxation of nonprofit organizations in connection with revenue producing activities in which they are engaged. In addition, taxing authorities in certain state and local jurisdictions have recently sought to impose or increase taxes related to the properties and operations of nonprofit organizations, particularly where such authorities have been dissatisfied with the amount of service provided to indigent persons. There can be no assurance that future changes in the law, rules, regulations, and policies relating to the taxation of nonprofit organizations will not have a material adverse effect upon the revenues of the Borrower or the Borrower.

Maintenance of Rating

Moody's Investors Service, Inc. (the "Rating Agency") has assigned a rating to the Series 2026 Bonds. Certain information was supplied by the Borrower to the Rating Agency to be considered in evaluating the Borrower, including information regarding State and federal funding sources and the operation of the Borrower, which are subject to change. There is no assurance that such rating will continue for any given period of time or will not be revised or withdrawn entirely by the Rating Agency if, in its judgment, circumstances so warrant. Any such downward revision in or withdrawal of such rating may have an adverse effect on the market price of the Series 2026 Bonds. See "RATING" herein.

Outbreak of Disease

An outbreak of disease or similar public health threat, such as the coronavirus ("COVID-19") pandemic, or fear of such an event, could have an adverse impact on the financial condition and operating results of the Borrower.

The spread of COVID-19 had significant negative impacts throughout the world. The World Health Organization declared the COVID-19 outbreak to be a pandemic, and states of emergency were declared by the State and the United States. The purpose behind these declarations was to coordinate and formalize emergency actions and across federal, State and local governmental agencies, and to proactively prepare for the then expected wider spread of the virus. Although the states of emergency declared by the State and the United States were subsequently ended, those declarations and actions taken in conjunction therewith had serious economic and financial consequences for businesses, public schools, and other institutions. No assurance can be made that future pandemics or outbreaks of disease will not have similar adverse effects on the Borrower.

Risk of Noncontinued Philanthropy or Grants

In the past, the Borrower has received income from unrestricted gifts and donations or grants to supplement operating revenues to finance operations and capital needs. Gifts, grants and donations are expected to continue. However, there can be no assurance that projections of this non-operating revenue will be realized or will not decrease, adversely affecting the financial condition of the Borrower.

Other Possible Bondholders' Risks

Regulatory and other changes resulting from the factors mentioned above, among others, or the occurrence of other unanticipated events, could have a material adverse effect on the Borrower's operations and the Financial Projections. The occurrence of any of the following events, or other unanticipated events, could adversely affect the operations of the Borrower or the Borrower:

- (a) Establishment of mandatory governmental wage, rent or price controls;
- (b) Inability to control increases in operating costs, including salaries, wages and fringe benefits, supplies and other expenses;
- (c) Unionization, employee strikes and other adverse labor actions which could result in a substantial increase in expenditures without a corresponding increase in revenues; and
- (d) Adoption of other federal, state or local legislation or regulations having an adverse effect on the future operating or financial performance of the Borrower.

Conclusion

Each prospective investor should carefully examine this Official Statement, and the Appendices hereto, and such investor's own financial condition in order to make a judgment as to whether the Series 2026 Bonds are an appropriate investment for such investor.

TAX MATTERS

General

In the opinion of Roetzel & Andress, A Legal Professional Association, Bond Counsel, under existing law: (i) interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; and (ii) interest on, and any profit made on the sale, exchange or other disposition of, the Series 2026 Bonds are exempt from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax. Bond Counsel expresses no opinion as to any other tax consequences regarding the Series 2026 Bonds.

A copy of the opinion of Bond Counsel for the Series 2026 Bonds is set forth in Appendix H.

The opinion on tax matters will be based on and will assume the accuracy of certain representations and certifications, and continuing compliance with certain covenants, of the Authority and the Borrower, each of which representations, certifications and covenants will be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2026 Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. In addition, Bond Counsel has relied on, among other things, the opinion of Bricker Graydon Wyatt LLP, as special counsel

to the Borrower, regarding, among other matters, the current status of the Borrower as an organization described in Section 501(c)(3) Code, which opinion is subject to a number of qualifications and limitations. Bond Counsel also has relied upon representations of the Borrower concerning the Borrower's "unrelated trade or business" activities, as defined in Section 513(a) of the Code. Failure of the Borrower to maintain its status as an organization described in Section 501(c)(3) of the Code, or to operate the facilities financed or refinanced by the Series 2026 Bonds in a manner that is substantially related to the Borrower's exempt purposes under Section 513(a) of the Code, may cause interest on the Series 2026 Bonds to be included in gross income retroactively to the date of the issuance of the Series 2026 Bonds. Bond Counsel will not independently verify the accuracy of the Authority's or the Borrower's representations and certifications or the continuing compliance with the Authority's or the Borrower's covenants and will not independently verify the accuracy of the opinion of Bricker Graydon Wyatt LLP.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by that authority. It represents Bond Counsel's legal judgment as to the exclusion of interest on the Series 2026 Bonds from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service ("IRS") or any court. Bond Counsel will express no opinion as to (i) the effect of future changes in the Code and the applicable regulations under the Code or (ii) the interpretation and the enforcement of the Code or those regulations by the IRS.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excluded from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations. Noncompliance with these requirements may cause the loss of such status and result in the interest on the Series 2026 Bonds being included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2026 Bonds. The Borrower has covenanted to take the actions required of it for the interest on the Series 2026 Bonds to be and to remain excluded from gross income for federal income tax purposes, and not to take any actions that would adversely affect that exclusion. After the date of issuance of the Series 2026 Bonds, Bond Counsel will not undertake to determine (or to so inform any person) whether any actions taken or not taken, or any events occurring or not occurring, or any other matters coming to Bond Counsel's attention, may adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2026 Bonds or the market value of the Series 2026 Bonds.

Interest on the Series 2026 Bonds may be subject: (1) to a federal branch profits tax imposed on certain foreign corporations doing business in the United States; (2) to a federal tax imposed on excess net passive income of certain S corporations; and (3) to the alternative minimum tax imposed under Section 55(b) of the Code on "applicable corporations" (within the meaning of Section 59(k) of the Code). Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Series 2026 Bonds. Bond Counsel will express no opinion regarding those consequences.

Payments of interest on tax-exempt obligations, including the Series 2026 Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If a Series 2026 Bond owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Bond Counsel's engagement with respect to the Series 2026 Bonds ends with the issuance of the Series 2026 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority, the Borrower, or the owners of the Series 2026 Bonds regarding the tax status of interest thereon in the event of an

audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Series 2026 Bonds, under current IRS procedures, the IRS will treat the Authority as the taxpayer, and the beneficial owners of the Series 2026 Bonds will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including but not limited to selection of the Series 2026 Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the Series 2026 Bonds.

Prospective purchasers of the Series 2026 Bonds should consult with their own tax advisers regarding pending or proposed federal and state tax legislation and court proceedings, and prospective purchasers of the Series 2026 Bonds at other than their original issuance at the respective prices indicated on the inside cover of this Official Statement should also consult their own tax advisers regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

Risk of Future Legislative Changes and/or Court Decisions

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Series 2026 Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Series 2026 Bonds will not have an adverse effect on the tax status of interest or other income on the Series 2026 Bonds or the market value or marketability of the Series 2026 Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Series 2026 Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

For example, federal tax legislation that was enacted on December 22, 2017 reduced corporate tax rates, modified individual tax rates, eliminated many deductions, repealed the corporate alternative minimum tax that was in effect at that time, and eliminated the tax-exempt advance refunding of tax-exempt bonds and tax-advantaged bonds, among other things. Additionally, investors in the Series 2026 Bonds should be aware that future legislative actions might increase, reduce or otherwise change (including retroactively) the financial benefits and the treatment of all or a portion of the interest on the Series 2026 Bonds for federal income tax purposes for all or certain taxpayers. In all such events, the market value of the Series 2026 Bonds may be affected and the ability of holders to sell their Series 2026 Bonds in the secondary market may be reduced.

Investors should consult their own financial and tax advisors to analyze the importance of these risks.

Original Issue Discount and Original Issue Premium

Certain of the Series 2026 Bonds (Discount Bonds) may be offered and sold to the public at an original issue discount (OID). OID is the excess of the stated redemption price at maturity (the principal amount) over the “issue price” of a Discount Bond. The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriter or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excluded from the owner’s gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2026 Bonds, and (ii) is added to the owner’s tax basis for purposes of determining gain or loss on the maturity, redemption, sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the issue price (described above) for that Discount Bond who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Certain of the Series 2026 Bonds (Premium Bonds) may be offered and sold to the public at a price in excess of their stated redemption price at maturity (the principal amount). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that is amortized during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond. A purchaser of a Premium Bond in the initial public offering who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the existence of OID or bond premium, the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount or Premium Bonds, other federal tax consequences in respect of OID and bond premium, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

APPROVAL OF LEGALITY

The validity of the Series 2026 Bonds and certain other legal matters are subject to the approving opinion of Roetzel & Andress, A Legal Professional Association, Akron, Ohio, Bond Counsel to the Authority, the approval of certain matters for the Authority by Roetzel & Andress, A Legal Professional Association, Akron, Ohio, the approval of certain matters for the Underwriter by Hawkins Delafield & Wood LLP, San Francisco, California, as Underwriter's counsel, and the approval of certain matters by Bricker Graydon Wyatt LLP, Columbus, Ohio, as counsel to the Borrower. Bond Counsel, the Underwriter and its counsel will receive compensation contingent upon the sale and delivery of the Series 2026 Bonds. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix H hereto.

The enforceability of the rights and remedies of the Trustee and the owners of the Series 2026 Bonds under the Indenture and the availability of remedies to any party seeking to enforce the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decision, including specifically Title 11 of the United States Code (the federal bankruptcy code), the enforceability of the rights and remedies under the Indenture and the availability of remedies to any party seeking to enforce the security granted thereby may be limited.

The various legal opinions to be delivered concurrently with the delivery of the Series 2026 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State of Ohio and the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). These exceptions would encompass any exercise of federal, State or local police powers (including the police powers of the State), in a manner consistent with the public health and welfare. The enforceability of the Indenture and the availability of remedies to a party seeking to enforce a pledge of security under the Indenture in a situation where such enforcement or availability may adversely affect public health and welfare may be subject to these police powers.

RELATED PARTIES

In connection with the issuance of the Series 2026 Bonds, the Authority, the Borrower and the Underwriter are being represented by the attorneys or law firms identified above under the heading “APPROVAL OF LEGALITY.” In other transactions not related to the Series 2026 Bonds, certain of these attorneys or law firms may have acted as bond counsel or represented the Authority, or the Underwriter or an affiliate of the Underwriter, in capacities different from those described above, and there will be no limitations imposed as a result of the issuance of the Series 2026 Bonds on the ability of any of these firms or attorneys to act as bond counsel or represent any of these parties in any future transactions.

MUNICIPAL ADVISORS

Bradley Payne, LLC (the “Borrower’s Municipal Advisor”) has acted as Municipal Advisor to the Borrower in conjunction with the issuance of the Series 2026 Bonds. The Borrower’s Municipal Advisor has assisted the Borrower in preparation of this Official Statement and in other matters related to the planning, structuring, and issuance of the Series 2026 Bonds. The Borrower’s Municipal Advisor will receive compensation contingent upon the sale and delivery of the Series 2026 Bonds.

Baker Tilly Municipal Advisors, LLC (the “Authority’s Municipal Advisor” and, together with the Borrower’s Municipal Advisors, the “Municipal Advisors”) has acted as Municipal Advisor to the Authority in conjunction with the issuance of the Series 2026 Bonds. The Authority’s Municipal Advisor has assisted the Authority in preparation of this Official Statement and in other matters related to the planning, structuring, and issuance of the Series 2026 Bonds. The Authority’s Municipal Advisor will receive compensation contingent upon the sale and delivery of the Series 2026 Bonds.

The Municipal Advisors have not audited, authenticated or otherwise independently verified the information set forth in the Official Statement, or any other information related to the Series 2026 Bonds with respect to the accuracy or completeness of disclosure of such information. The Municipal Advisors make no guaranty, warranty or other representation respecting the accuracy or completeness of this Official Statement or any other matter related to this Official Statement.

RATING

Moody’s Investors Service (“Moody’s”) has assigned the Series 2026 Bonds a rating of “Baa3” with a stable outlook. Such rating reflects only the views of Moody’s and any explanation of the significance of the rating should be obtained from Moody’s, at the following address: Moody’s Investors Service, 7 World Trade Center at 250 Greenwich, New York, New York 10007.

Generally, rating agencies base their ratings on such information and materials and on investigations, studies and assumptions by the rating agencies. A rating is not a recommendation to buy, sell or hold securities. There is no assurance that any rating or outlook will continue for any given period of time or that it will not be revised downward or withdrawn entirely by Moody’s if in its judgment circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price for the Series 2026 Bonds.

The Borrower has covenanted in the Continuing Disclosure Undertaking to file on the Electronic Municipal Market Access (“EMMA”) website operated by the Municipal Securities Rulemaking Board notices of any rating changes on the Series 2026 Bonds. See “CONTINUING DISCLOSURE” herein and “APPENDIX I – FORM OF CONTINUING DISCLOSURE UNDERTAKING” attached hereto. Notwithstanding such covenant, information relating to rating changes on the Series 2026 Bonds may be publicly available from the rating agency prior to such information being provided to the Borrower and prior to the date the Borrower is obligated to file a notice of rating change on EMMA. Purchasers of the Series 2026 Bonds are directed to the

rating agency and its website and official media outlets for the most current rating changes with respect to the Series 2026 Bonds after the initial issuance of the Series 2026 Bonds.

ABSENCE OF MATERIAL LITIGATION

The Authority

As of the date of this Official Statement there is not pending or, to the Authority's knowledge, threatened, any litigation restraining or enjoining the issuance or delivery of the Series 2026 Bonds or questioning or affecting the validity of the Series 2026 Bonds or the proceedings or Authority under which they are to be issued or which in any manner questions the right of the Authority to enter into the Indenture or the Loan Agreement or to secure the Series 2026 Bonds in the manner provided therein.

The Borrower

In connection with the issuance of the Series 2026 Bonds, the Borrower will deliver a certificate or certificates which will state that, as of the date of issuance of the Series 2026 Bonds, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body pending or, to the best of its knowledge, threatened against or affecting the Borrower, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Indenture, the Loan Agreement, and the Bond Purchase Agreement (as hereinafter defined), or this Official Statement, the validity and enforceability of the Indenture, the Loan Agreement, the Leasehold Mortgage, the Bond Purchase Agreement, the Continuing Disclosure Undertaking, the Series 2026 Note, or the Series 2026 Bonds or the operations (financial or otherwise) of the Borrower.

CONTINUING DISCLOSURE

The Borrower and Argent Institutional Trust Company, as dissemination agent (the "Dissemination Agent"), will execute and deliver one or more Continuing Disclosure Undertakings pursuant to which the Borrower will, for the benefit of the owners of the Series 2026 Bonds, periodically compile and deliver to the Dissemination Agent certain financial information and operating data relating to the operations of the Borrower and provide notices of the occurrence of certain enumerated events. These covenants have been made to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12 (the "Rule"). A form of the Continuing Disclosure Undertaking is attached hereto as Appendix I.

The Borrower has not previously entered into a continuing disclosure undertaking pursuant to the Rule.

The Authority has determined that no financial or operating data concerning the Authority is material to an evaluation of the offering of the Series 2026 Bonds or to any decision to purchase, hold or sell Series 2026 Bonds, and the Authority will not provide any such information. The Authority shall have no liability to the owners of the Series 2026 Bonds or any other person with respect to the Rule.

ELIGIBILITY UNDER OHIO LAW FOR INVESTMENT AND AS SECURITY FOR THE DEPOSIT OF PUBLIC FUNDS

To the extent that the subject matter is governed by Ohio law, and subject to applicable limitations under other provisions of Ohio law, the Series 2026 Bonds under the provisions of present Section 4582.44, Ohio Revised Code, are lawful investments for the following entities: banks and trust companies with approval of the superintendent of banks, savings and loan associations, bond retirement funds or the sinking funds of municipal corporations, boards of education, port authorities and counties, the administrator of workers' compensation, the retirement board of the state teachers retirement system, the retirement board of the state public school employees retirement system, the retirement board of the public employees retirement system, and domestic life insurance

companies and domestic insurance companies other than life. The Series 2026 Bonds are acceptable under Ohio law as security for the deposit of public moneys.

UNDERWRITING

The Series 2026 Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”). The Underwriter has agreed to purchase the Series 2026 Bonds at a price of \$[_____] (being the principal amount of the Series 2026 Bonds, [plus/less] original issue [premium/discount] of \$[_____] , less an Underwriter’s discount of \$[_____]). The Bond Purchase Agreement (“Bond Purchase Agreement”) pursuant to which the Series 2026 Bonds are being purchased by the Underwriter provides that the Underwriter will purchase all of the Series 2026 Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement. The Underwriter may offer and sell the Series 2026 Bonds to certain dealers, institutional investors, banks, and others at prices different from the prices stated on the inside cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriter. The Underwriter is not obligated to create a secondary market for the purchase or sale of the Series 2026 Bonds and there may, in fact, be no market for the Series 2026 Bonds depending upon prevailing market conditions, the financial condition or market position of firms who make up the secondary market and the financial position and results of operations of the Borrower.

The Underwriter and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non financial activities and services. The Underwriter and its affiliates may have provided, and may in the future provide, a variety of these services to the Authority or the Borrower and to persons and entities with relationships with the Authority or the Borrower, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, the Underwriter and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Authority or the Borrower (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Authority or the Borrower.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority or the Borrower.

MISCELLANEOUS

No Registration of the Series 2026 Bonds

Registration or qualification of the offer and sale of the Series 2026 Bonds (as distinguished from registration of the ownership of the Series 2026 Bonds) is not required under the Securities Act. THE AUTHORITY ASSUMES NO RESPONSIBILITY FOR QUALIFICATION OR REGISTRATION OF THE SERIES 2026 BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THE SERIES 2026 BONDS MAY BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED.

Additional Information

The foregoing and subsequent summaries and descriptions of provisions of the Series 2026 Bonds and the Indenture and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof, and reference is made to said documents for full and complete statements of their provisions. The appendices attached hereto are a part of this Official Statement. Copies, in reasonable quantity, of the Indenture and Loan Agreement may be obtained during the offering period upon request directed to the Underwriter.

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY OTHER THAN THE INFORMATION UNDER THE CAPTIONS “THE AUTHORITY” AND “ABSENCE OF MATERIAL LITIGATION – THE AUTHORITY.” THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY (OTHER THAN IN THE SECTIONS IDENTIFIED ABOVE) OR COMPLETENESS OF INFORMATION IN THIS OFFICIAL STATEMENT.

The distribution and use of this Official Statement has been approved by the Authority and the Borrower.

Bio-Med Science Academy STEM School, as
Borrower

By: _____
Authorized Officer

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APPENDIX A

CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT

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APPENDIX A

CERTAIN INFORMATION REGARDING THE BORROWER, THE SCHOOL AND THE PROJECT

Certain statements contained in this Appendix A reflect forecasts, projections and “forward-looking statements.” No assurance can be given that the future results discussed herein will be achieved. Actual results may differ materially from the forecasts described herein. In this respect, the words “estimate,” “project,” “anticipate,” “expect,” “intend,” “believe” and similar expressions are intended to identify forward-looking statements. All projections, forecasts, assumptions, expressions of opinions, estimates and other forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth in this Official Statement. Unless otherwise noted, all information, data, and projections in this Appendix were furnished by the Borrower. All capitalized terms in this Appendix A that are not defined herein will have such meaning as given to them in the forepart of this Official Statement.

GENERAL

Introduction

Bio-Med Science Academy STEM School (the “Borrower” or “BMSA”) is an Ohio nonprofit corporation incorporated in 2013. The Borrower received a determination letter from the Internal Revenue Service dated August 5, 2014, which determined its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The Borrower operates a public, independent, science, technology, engineering and mathematics (“STEM”) school located in the cities of Ravenna and Kent, and the township of Rootstown, in Portage County, Ohio, called Bio-Med Science Academy STEM School (the “School”). The School began operations in the 2012-13 school year as a community school initially serving 67 students in grade 9 at the Rootstown Campus, which is located on the Northeast Ohio Medical University campus in Rootstown, Ohio. That same year, the Borrower submitted an application to the STEM Committee (as described below) dated January 28, 2013 (the “STEM Proposal”), seeking to designate the then-existing Bio-Med Science Academy public community high school as an independent STEM school named Bio-Med Science Academy STEM School, serving grades 9-12. On April 2, 2013, the STEM Committee unanimously approved the School’s designation as a STEM school serving grades 9-12.

The School opened its second campus serving grades 5 and 6 in 2019, and opened its third campus serving kindergarten through grade 4 in 2020. The School has expanded to serve 896 students in kindergarten through grade 12 during the 2025-26 school year.

The School currently operates at the following three campuses, that the Borrower leases from three unrelated landlords: (i) kindergarten through grade 4 at a campus located at 4519 State Route 303, Ravenna, Ohio 44266 (the “Shalersville Campus”); (ii) grades 5-6 at a campus located at 653 Enterprise Parkway, Ravenna, Ohio 44266 (the “Ravenna Campus”); and (iii) grades 7-12 at a campus located at 4211 State Route 44, Rootstown, Ohio 44272 (the “Rootstown Campus” and, together with the Shalersville Campus and the Ravenna Campus, the “Non-Pledged Campuses”).

The Shalersville Campus is owned by the Shalersville Township Board of Trustees and leased to the Borrower pursuant to a Lease Agreement for Educational Use of Real Property, effective January 3, 2016 (the “Shalersville Lease”), for a term of January 1, 2017 through June 30, 2027, and the Borrower has thereunder the right of first refusal to negotiate for a renewal or a new lease upon terms mutually agreeable to the parties. The Ravenna Campus is owned by Family & Community Services, Inc., and leased to the Borrower pursuant to a Commercial Lease Agreement dated February 1, 2019 (the “Ravenna Lease”), for a term of February 1, 2019

through June 30, 2039. The Rootstown Campus is owned by Northeast Ohio Medical University and leased to the Borrower pursuant to a Lease Agreement dated July 1, 2017 (the “2017 Rootstown Lease”), and a Lease Agreement dated July 2021 (the “2021 Rootstown Lease” and, together with the 2017 Rootstown Lease, the “Rootstown Leases”; the Rootstown Leases, together with the Shalersville Lease and the Ravenna Lease, are hereinafter referred to as the “Non-Pledged Campus Leases”), for an initial term of July 1, 2017 through June 30, 2037, and an initial term through June 30 2045, respectively. See “OPERATING AND FINANCIAL INFORMATION – Facility Leases” herein.

Following the completion of the Project (as defined herein), which is expected to occur prior to the beginning of the 2027-28 school year, the Borrower expects to consolidate the kindergarten through grade 6 of the School from the Shalersville Campus and the Ravenna Campus to a two-story approximately 114,065 square foot building currently known as the Michael Schwartz Center building (the “Schwartz Center”) located on the campus of Kent State University (as defined herein, “Kent State”), which will be ground leased to the Borrower pursuant to a ground lease agreement between Kent State and the Borrower (as further defined herein, the “Ground Lease”) and renovated with proceeds of the Series 2026 Bonds (as so renovated, the “Facilities”). At such time, the Borrower expects to terminate the Shalersville Lease and the Ravenna Lease: the Shalersville Lease will expire by its terms on June 30, 2027, and the Borrower intends to terminate the Ravenna Lease following the completion of the Project and relocation of a portion of the School to the Facilities. However, the Borrower currently has no right to terminate the Ravenna Lease at its convenience. The Borrower intends to negotiate with the lessor to terminate, however there can be no assurance that the Borrower will be able to negotiate an early termination of the Ravenna Lease.

Furthermore, there can be no assurance that the Borrower will be able to extend the term under the Shalersville Lease in the event the Project is not completed prior to the expiration of the term thereof. In such an event, the Borrower may have to identify alternative facilities until the completion of the Project.

The Borrower anticipates operating kindergarten through grade 6 at the Facilities and grades 7-12 at the Rootstown Campus going forward, pursuant to the Ground Lease (with an initial term through June 30, 2061, with three (3) additional five (5) year renewal options) and the Rootstown Leases (with terms through June 30, 2037 and June 30, 2045, respectively).

Mission

BMSA’s mission is to cultivate academic excellence by nurturing critical-thinking skills, student collaboration, creativity and a sense of community. BMSA delivers a unique learning experience to students from diverse communities through hands-on, inquiry-based, and interdisciplinary curriculum. BMSA is a conduit for creating global-minded professionals.

Vision

BMSA’s vision is to create a national model that leads the educational system to evolve, enabling schools to embrace innovative practices. BMSA’s STEM-based approach embraces interdisciplinary and differentiated education, creating authentic learning opportunities enriched by professional partnerships. BMSA empowers students to thrive in a global society by cultivating empathy and communication skills through collaborative work and community building.

STEM School Designation

History & Background on STEM Educational Efforts in the State of Ohio. Incorporated in 1925, the Battelle Memorial Institute (“Battelle”) is

the largest independent, non-profit applied science and technology organization in the world. Battelle is headquartered in Columbus, Ohio and in 2023 employed 3,456 full-time employees worldwide and reported revenues totaling over \$13.3 billion. Battelle partners with government,



national research labs, universities and private companies to conduct cutting edge research and experiments that have led to innovation in many scientific fields. For example, Battelle’s scientists were instrumental in creating the Xerox machine, UPC bar codes, aluminum foil, armor plating for military vehicles, fiber optics technology and building the first privately financed nuclear reactor. Its mission is to solve our nation’s greatest scientific challenges and support the next generation of scientists and engineers through our philanthropic commitment to STEM education.

The first STEM school in Ohio (Metro Early College High School) was started by Battelle and The Ohio State University in 2006. The State of Ohio (the “State”) recognized the value in providing this STEM education experience to students across Ohio. Two years later, the state budget allocated \$13 million in Race to the Top funding to establish STEM schools and programs in Ohio. Battelle contributed an additional \$17 million to launch the Ohio STEM Learning Network (“OSLN”).

OSLN is a public-private partnership between the Ohio State Department of Education & Workforce and Battelle. The Ohio STEM Learning Network is committed to helping the State of Ohio inspire and train the next generation of innovative leaders. It leverages existing STEM schools and programs to spread effective practices and tools across the state and the nation. OSLN’s main priorities are to: (1) connect innovative schools, teachers, and administrators to one another and to national resource, (2) support schools and communities that want to create innovative schools and programs and (3) build community awareness and drive school and industry partnerships.

Legislative Background on STEM School Designation. Ohio House Bill 119, passed in 2007 (the “STEM Schools Act”), created an avenue for STEM school designation. A STEM Committee was created within the Ohio Department of Education and Workforce (the “Department”), consisting of the director of the Department (or the director’s designee); the chancellor of higher education (or designee); the director of development (or designee); and four members of the public, two of whom are appointed by the governor, one of whom is appointed by the speaker of the house of representatives, and one of whom is appointed by the president of the senate. The STEM Committee authorizes the establishment of STEM schools based on proposals submitted to the committee. STEM and Science, Technology, Engineering, Arts and Mathematics (“STEAM”) schools are designated by the Ohio STEM Committee, which is supported by the Ohio Department of Education & Workforce and advised by OSLN.

A STEM school proposal may only be submitted by a partnership of public and private entities, consisting of at least all of the following: (a) a city, exempted village, or local school district; (b) a higher education entity; and (c) a business organization. Community schools or chartered nonpublic schools can also be part of such partnerships, though are not required to be. Under the STEM Schools Act, proposals must contain evidence that the school will be dedicated to a STEM curriculum that emphasizes and supports the role of science, technology, engineering, and mathematics in promoting innovation and economic progress, as well as assurances that the school has received commitments of sustained and verifiable fiscal and in-kind support from regional education and business entities

If a school is designated a STEM school through this process, it will maintain that designation for five years; at the end of the five-year period the school must reapply to the STEM Committee to maintain its designation. Should the STEM Committee believe the school not to be in compliance with the STEM Schools Act or its proposal, either at the time of reapplication or at any point that the STEM Committee chooses to review a school’s designation, the school will have one year to implement a corrective plan, developed in collaboration with the Department and the OSLN. If the corrective plan is not implemented to the satisfaction of the STEM Committee, it will revoke the school’s designation.

According to the OSLN, there are 56 schools in Ohio with a STEM or STEAM designation, of which only 8 schools are independent STEM schools like the School that can draw students from across the state. There were 3,550 public schools in Ohio as of October 3, 2024 according to the Ohio Department of Education & Workforce.

The School. The Borrower submitted an application to the STEM Committee dated January 28, 2013 (the “STEM Proposal”), seeking to designate the then-existing Bio-Med Science Academy public community high school as an independent STEM school named Bio-Med Science Academy STEM School, serving grades 9-12. On April 2, 2013, the STEM Committee unanimously approved the School’s designation as a STEM school serving grades 9-12.

The STEM Committee has, on multiple occasions, approved amendments to the School’s STEM designation to expand the grade levels served by the School: in 2017 (to expand to serve grades 6-8), in 2019 (to expand to serve grades 4-5), in 2020 (to expand to serve grades 1-3, and finally on July 26, 2021 (to expand to serve kindergarten).

On February 3, 2025, the STEM Committee unanimously voted to renew the School’s STEM designation for an additional five-year term. The School will be subject to a renewal of its STEM school designation during the 2029-30 school year. The process for redesignation will begin in the 2029-30 school year, with anticipated redesignation in the spring of 2030.

ACADEMIC PROGRAM

General

The School was founded on the belief that education should be engaging, relevant, and designed to cultivate both intellectual growth and personal development. The School’s academic program reflects a commitment to rethinking and redesigning traditional schooling by implementing a student-centered model that integrates rigorous academic standards, interdisciplinary learning, and authentic real-world application. The School’s educational philosophy recognizes that learners develop most effectively when instruction fosters curiosity, encourages inquiry, and provides opportunities for students to demonstrate understanding through meaningful performance rather than passive completion of tasks.

Central to the School academic design is a mastery-based learning framework. Within this model, student progress is determined by demonstrated proficiency and depth of understanding rather than by seat time or traditional grading structures. Learners are provided multiple opportunities to refine their work, apply feedback, and produce evidence that reflects genuine comprehension and skill development. This approach is intended to reinforce resilience, metacognition, and a growth mindset, while ensuring academic rigor remains consistent and transparent. Mastery-based learning at the School emphasizes the importance of reflection, revision, and continuous improvement, encouraging students to view learning as an evolving process rather than a fixed outcome.

Instructional practices at BMSA are intentionally aligned with research-based methodologies that promote engagement, agency, and depth of understanding. Educators employ inquiry-based instruction, encouraging students to question, investigate, and construct knowledge actively. Project- and problem-based learning strategies immerse learners in authentic challenges requiring critical thinking, collaboration, creativity, and persistence. Assessment practices emphasize authenticity, with students demonstrating mastery through performance tasks, presentations, research products, and portfolios rather than relying solely on traditional examinations. Continuous formative feedback supports student reflection and revision, reinforcing the Academy’s commitment to learning as an iterative process.

Hands-on laboratory and field experiences are embedded throughout the academic program, reflecting BMSA’s STEM-focused mission. Students engage in experimentation, design challenges, field investigations, and applied research, developing both technical competencies and scientific reasoning skills. Collaborative learning structures further enhance instruction, as students frequently work in teams to solve problems, communicate findings, and develop leadership capacities. These practices cultivate essential transferable skills, including communication, adaptability, ethical reasoning, and innovative thinking.

Mastery Grading

The School's philosophical roots are grounded in the concept that all students will learn how to apply and implement their knowledge into their everyday lives and to solving current global issues. The School's staff work with the students to develop a level of thinking and learning that involves self-processing and a keen awareness of the knowledge they've gained. Students are expected to master the core curriculum concepts. If mastery of the curricular concept has not been achieved in the first attempt, students are then given additional time and remediation if needed. Students must master a course to progress onto the next course.

In coordination with the student evaluation procedures developed the following grading scale is utilized to reflect student progress.

All students' learning progress is reported as one of the following categories: Exceeds Mastery, Mastery, Developing Mastery, Not Yet Mastered and No Evidence of Mastery. The following are examples of what qualifies for a rating at each level:

WHAT DOES MY MASTERY MEAN?



MASTERY

Congrats! You consistently and independently demonstrate the ability to create, analyze, and evaluate knowledge and skills. You're a deep thinker, ask good questions, submit work reliably, and are a contributing group member!



DEVELOPING MASTERY

You're almost there! You may demonstrate the ability to comprehend and apply essential content knowledge and skills occasionally, but it lacks depth. Pay close attention to detail, stretch your creative muscles, and seek support during WIN time to give yourself that extra edge!



NOT YET MASTERED

You have not yet demonstrated the comprehension and application of knowledge and skills from the course. This may mean that you need to read directions more carefully, use your resources more efficiently, seek support during WIN or submit work more consistently. Keep reaching, you can make it!



NO EVIDENCE OF MASTERY

We do not have enough evidence from you to determine your understanding of the material in the course. This may also mean that your work has not addressed the requirements and therefore cannot be adequately assessed. Show us what you can do!

MASTERY NOT WHERE YOU WANT IT TO BE?

- Try a calendar, planner, or to do list to get on track with assignments and due dates.
- Read teacher feedback and comments on work and revise accordingly.
- Use WIN, tutoring, TAs, or other school resources to get one-on-one support.
- Find an accountability buddy - a friend or classmate whom you can go to for support.
- Always turn in SOMETHING - a Not Yet Mastered is always better than a No Evidence.

Students are not considered to pass a course unless all evaluated areas have been deemed at or above Developing Mastery.

Learning Journeys Framework

The School further organizes student experiences through its Learning Journeys framework, a developmental continuum designed to support both academic progression and social-emotional growth.

Pioneers (Grades K-3). In the Pioneers years (grades K–3), instruction prioritizes curiosity, foundational skill development, and joyful exploration. Learners engage in hands-on, inquiry-based activities that nurture early literacy, numeracy, and scientific thinking while fostering creativity and confidence. Using STEM pedagogy, students are exposed to:

- Phonemic awareness
- Phonological awareness
- Reading Comprehension
- Writing Fluency
- Science Inquiry Skills
- Social understanding
- Mathematical thinking through conceptual understanding

In the Pioneer years, students explore the following core disciplines and journey disciplines:

Core Disciplines

- English Language Arts
- Social Studies
- Science
- Math

Journey Disciplines

- Technology
- Engineering Design
- Art
- 21st Century Attributes
- Health and Physical Education

Explorers (Grades 4-6). As students transition into the Explorers years (grades 4–6), they encounter expanded opportunities for independence, critical thinking, and interdisciplinary connection. During this stage, learners begin engaging in more sophisticated investigations, collaborative projects, and applied problem solving.

In the Explorers years, students explore the following core disciplines and journey disciplines:

Core Disciplines

- English Language Arts
- Social Studies
- Science
- Math

Journey Disciplines

- Technology
- Engineering Design
- Art
- 21st Century Attributes
- Health and Physical Education

Base Camp (Grades 7-9). In the Base Camp years (grades 7–9), students are immersed in increasingly complex learning experiences that emphasize analytical reasoning, research practices, and collaborative learning. Instruction during this phase challenges learners to synthesize information, evaluate evidence, and apply conceptual understanding to authentic scenarios. Laboratory and field-based experiences play a significant role,

allowing students to engage directly in experimentation, data analysis, and scientific inquiry reflective of professional practice.

In the Base Camp years, students explore the following core disciplines and journey disciplines:

Core Disciplines

- English Language Arts
- Social Studies
- Art
- Science
- Math

Journey Disciplines

- Pre- Engineering & Logic
- Health Science & Disease
- Plant and Animal Biosciences
- Technology and Programming

Ascent Years (Grades 10-12). The Ascent years (grades 10–12) represent the culmination of the School’s academic program, characterized by advanced rigor, specialization, and real-world engagement. Students participate in Learning Expeditions, research projects, internships, and experiences designed to synthesize academic knowledge with practical application. These culminating experiences require learners to demonstrate independence, innovation, and professional-level communication through presentations, portfolios, and public exhibitions of learning.

In the Ascent years, students explore the following core disciplines and journey disciplines:

Core Disciplines

- English Language Arts
- Social Studies
- Art
- Science
- Math

Journey Disciplines

- Engineering Design
- Multimedia
- Biomedical Technology

Journeys

In grades 11 and 12, Students choose from a number of pathways designed to lead to lifelong learning and careers. These learning opportunities through STEM pedagogy and Career Technical Education standards provide students with opportunities to concentrate and deepen their learning on specific areas of interest. As part of each journey the student has the ability to earn Industry Recognized Credentials and Certifications, as well as participate in optional College Credit Plus (“CCP”) offerings.

In addition to the following Journey pathways, CCP opportunities include:

• Effective Speaking	• American Sign Language I-III
• Spanish I-II	• College Composition I and II
• French I-III	• Foundation of the Liberal Arts
• Italian I-III	• Calculus

Journey Descriptions. The following is a description of the six Bio-Med Science Academy STEM School Journeys available to 11th and 12th grade students, as well as the Journey disciplines, example credential

options, CCP options and Career Technical Student Organization partner organization that may be available within each Journey.



<i>Journey Disciplines</i>	<i>Example Credential Options</i>	<i>CCP Options</i>	<i>Partner CTSO</i>
• Web Design • Visual Programming	• JAVA SES programmer • Comp. TIA IT	• Internet Design and Development • Programming Logic & Problem Solving • Computer Apps for Professionals	SkillsUSA's mission is to empower its members to become world-class workers, leaders, and responsible American citizens.



<i>Journey Disciplines</i>	<i>Example Credential Options</i>	<i>CCP Options</i>	<i>Partner CTSO</i>
• Biomedical Engineering • Human Anatomy & Physiology • Human Pathophysiology	• STNA • OSHA-30 • Phlebotomy	• General Psychology • Medical Terminology • Intro to Professional Nursing • Human Anatomy & Physiology	HOSA-Future Health Professionals is a global student-led organization, whose mission is to promote career opportunities in the health industry and to enhance the delivery of quality health care to all people.



<i>Journey Disciplines</i>	<i>Example Credential Options</i>	<i>CCP Options</i>	<i>Partner CTSO</i>
• Biomedical Engineering • Aviation Engineering	• Kuka Kore Robotic Programming • Siemens PLC	• Basic Auto CAD • Engineering Drawing • Statics and Strength of Materials	SkillsUSA 's mission is to empower its members to become world-class workers, leaders, and responsible American citizens.



<i>Journey Disciplines</i>	<i>Example Credential Options</i>	<i>CCP Options</i>	<i>Partner CTSO</i>
• Genetics of Plants and Animals • Environmental Science for Agriculture, Food, and Natural Resources	• BASF Plant Science	• General Psychology • Ethics • Intro to Environmental Science	The FFA (formerly Future Farmers of America) is a national organization dedicated to preparing members for leadership and careers in the science, business and technology of agriculture.



<i>Journey Disciplines</i>	<i>Example Credential Options</i>	<i>CCP Options</i>	<i>Partner CTSO</i>
• Education Principles • Curriculum and Instruction • Classroom Management • Assessment	• Child Abuse Awareness & Prevention • Paraprofessional	• Effective Speaking	Educators Rising is a dynamic non-profit organization for middle and high school students interested in education-related careers.



Students in this Journey choose a mixture from the other Journeys.

Partnerships

The School's academic program is strengthened through partnerships with higher education institutions, research entities, and industry professionals. These collaborations provide mentorship, guest expertise, career exploration opportunities, and access to specialized resources. Students benefit from authentic exposure to professional environments, reinforcing the relevance of their studies while expanding college and career awareness. Through these integrated academic and experiential learning opportunities, the School strives to prepare students to succeed in postsecondary education, evolving workforce landscapes, and engaged citizenship.

The School currently has ongoing partnerships with public and private organizations including Kent State University, The Davey Tree Expert Company, Northeast Ohio Medical University, Portage Soil & Water Conservation District, Lockheed Martin Corporation, Ursuline College's The Breen School of Nursing and Health Professions, and University Hospitals Portage Medical Center.

Given its physical location at the Northeast Ohio Medical University, the School has traditionally had ongoing collaboration with university faculty, including students working in university labs and partnering in the development of a research project that was subsequently federally funded by the National Science Foundation and is expected to include future research involving School students.

Extracurricular Programs

The School's extracurricular programs are designed to complement and extend the academic experience by fostering community engagement, leadership development, creativity, and personal growth. The School believes that meaningful learning occurs both inside and outside of the classroom and that extracurricular participation plays a vital role in nurturing the whole learner. These programs are intentionally aligned with the School's mission to cultivate curiosity, collaboration, and real-world skill development while strengthening students' sense of belonging and connection to the learning community.

Extracurricular offerings at the School provide students with opportunities to explore interests, develop talents, and engage in experiences that reinforce teamwork, responsibility, and self-efficacy. Students may participate in a diverse range of activities, including but not limited to:

Destination Imagination	Math 24	Model UN
FFA	Drama	National Honor Society
HOSA	Esports	Game club
BPS	Student Council	Student Leaders/Ambassadors
Skills USA		

Pursuant to Ohio House Bill 487 (130th General Assembly), students attending a STEM school are permitted to participate in extracurricular activities provided by their resident district, including athletics.

SCHOOL FACILITIES

The School began operations in the 2012-13 school year at a campus located at 4211 State Route 44, Rootstown, Ohio 44272 (the “Rootstown Campus”), which is located on the Northeast Ohio Medical University campus in Rootstown, Ohio. The School opened its second campus serving grades 6 through 8 in 2017 at a campus located at 4519 State Route 303, Ravenna, Ohio 44266 (the “Shalersville Campus”) and its third campus serving grades 4 and 5 in 2019 at a campus located at 653 Enterprise Parkway, Ravenna, Ohio 44266 (the “Ravenna Campus”). In 2021, the School restructured to begin serving grades 5 and 6 at the Ravenna Campus and kindergarten through grade 4 at the Shalersville Campus. Currently, the School serves grades K-4 at the Shalersville Campus, grades 5-6 at the Ravenna Campus, and grades 7-12 at the Rootstown Campus.

The Shalersville Campus is owned by the Shalersville Township Board of Trustees and leased to the Borrower pursuant to the Shalersville Lease, effective January 3, 2016, for a term of January 1, 2017 through June 30, 2027, and the Borrower has there under the right of first refusal to negotiate for a renewal or a new lease upon terms mutually agreeable to the parties. The Ravenna Campus is owned by Family & Community Services, Inc., and leased to the Borrower pursuant to the Ravenna Lease, for a term of February 1, 2019 through June 30, 2039. The Rootstown Campus is owned by Northeast Ohio Medical University and leased to the Borrower pursuant to the Rootstown Leases, with terms through June 30, 2037 and June 30, 2045, respectively. See “OPERATING AND FINANCIAL INFORMATION – Facility Leases” herein.

Simultaneously with the issuance of the Bonds, the Borrower will enter into a ground lease (the “Ground Lease”) with Kent State, pursuant to which BMS will lease an approximately 5.8 acre site located on the Kent State Campus at approximately 800 E. Summit Street, Kent, Ohio 44242 (the “Site”), and renovate the existing two-story approximately 128,012 square foot building currently known as the Michael Schwartz Center into a STEM school facility (as so renovated, the “Facilities”). See “THE PROJECT” herein for more information about the Facilities.

Following the completion of the Project, which is expected to occur prior to August 2027, the Borrower expects to consolidate the kindergarten through grade 6 of the School from the Shalersville Campus and the Ravenna Campus to the Facilities. At such time, the Borrower expects to terminate the Shalersville Lease and the Ravenna Lease: the Shalersville Lease will expire by its terms on June 30, 2027, and the Borrower plans to negotiate with the landlord under the Ravenna Lease to terminate that lease early. There can be no assurance that the Borrower will be able to negotiate an early termination of the Ravenna Lease. Pursuant to the Ravenna Lease the Borrower owes monthly rent in the amount of \$13,359.33. Furthermore, there can be no assurance that the Borrower will be able to extend the term under the Shalersville Lease in the event the Project is not completed

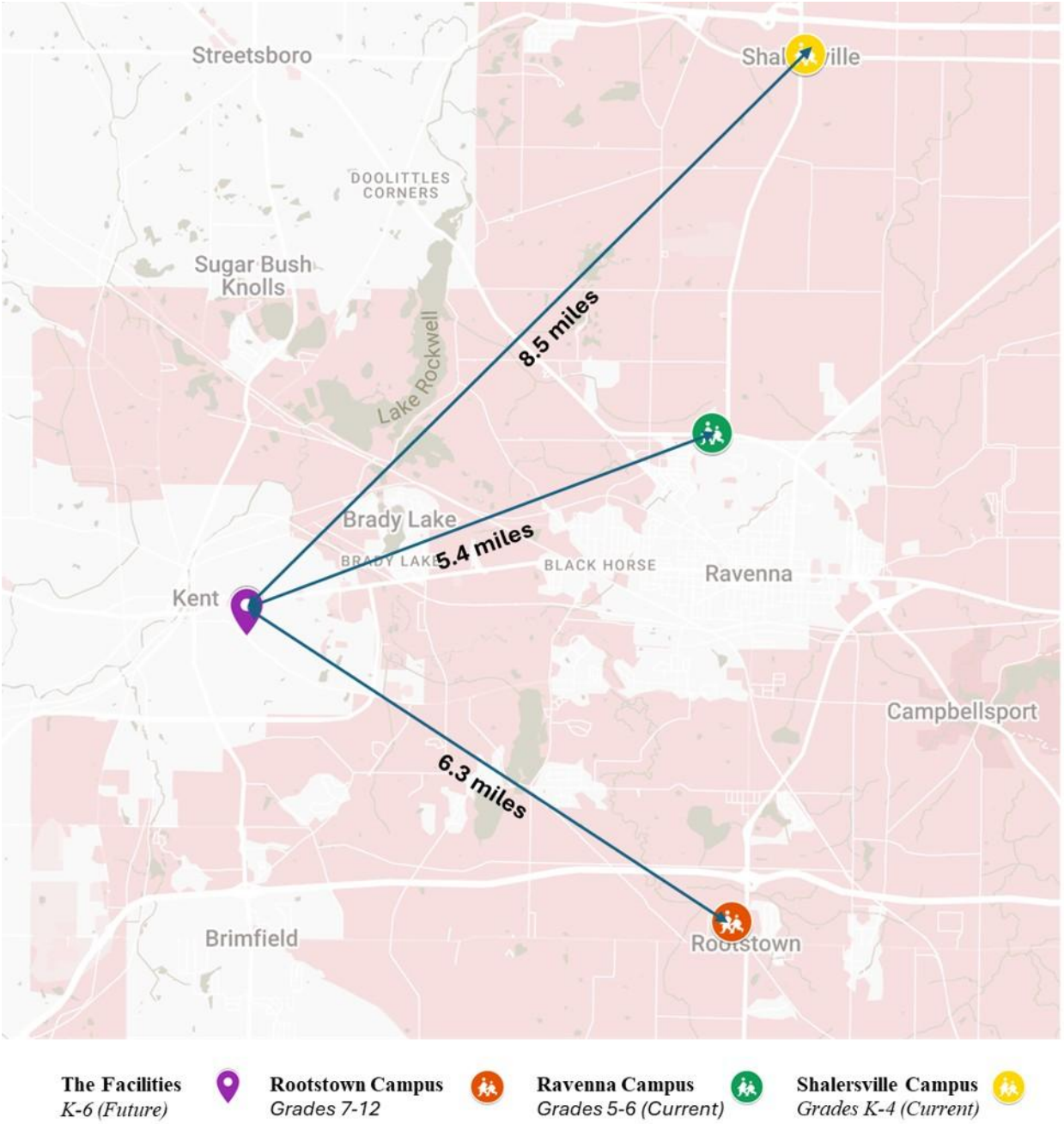
prior to the expiration of the term thereof. In such an event, the Borrower may have to identify alternative facilities until the completion of the Project.

The Borrower anticipates operating kindergarten through grade 6 at the Facilities and grades 7-12 at the Rootstown Campus going forward, pursuant to the Ground Lease (with an initial term through June 30, 2061, with three (3) additional five (5) year renewal options) and the Rootstown Leases (with terms through June 30, 2037 and June 30, 2045, respectively).

The below map shows the location of the Facilities, the Rootstown Campus, the Ravenna Campus and the Shalersville Campus. The Rootstown Campus is located approximately 6.3 miles southeast of the Facilities. The Facilities are located approximately 8.5 miles southwest and 5.4 miles southwest of the Shalersville Campus and the Ravenna Campus, respectively.

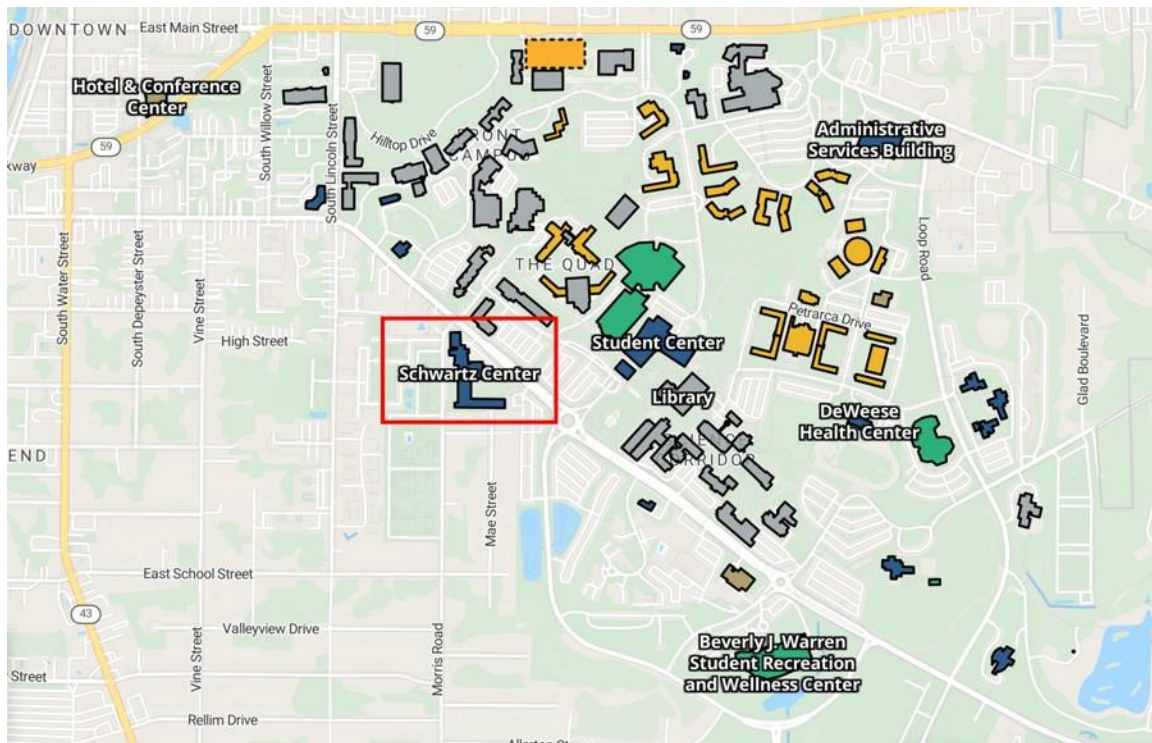
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FIGURE 1
LOCATION OF THE SCHOOL



The below map shows the location of the Facilities on the campus of Kent State.

FIGURE 2
LOCATION OF THE FACILITIES ON KENT STATE UNIVERSITY



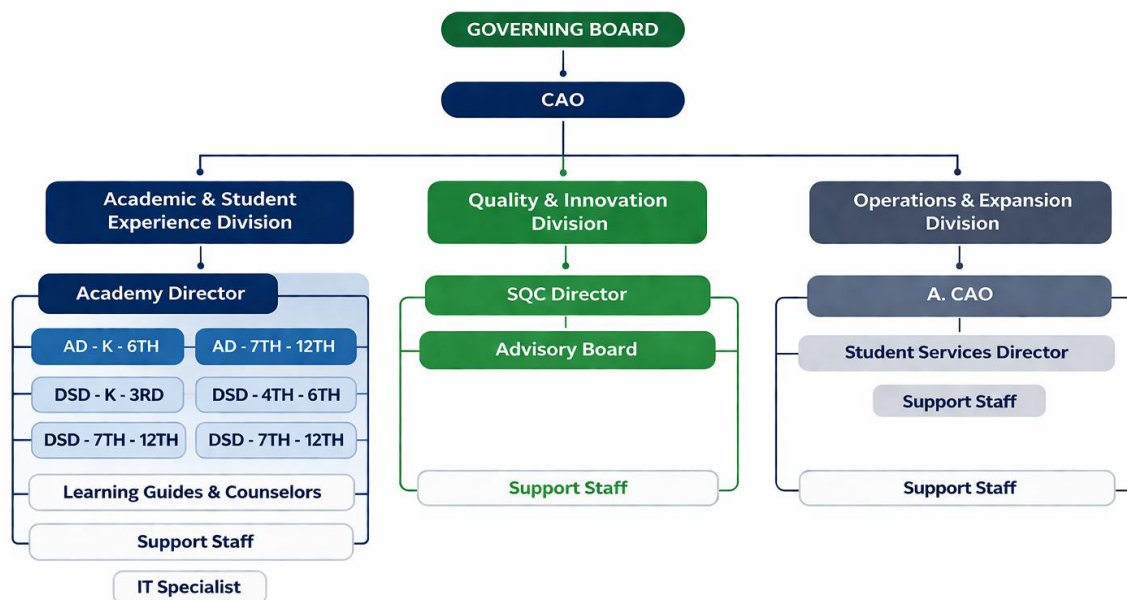
MANAGEMENT, GOVERNANCE AND STAFFING

The Borrower is organized as an Ohio nonprofit corporation, and governed by a Board of Directors.

Organizational Structure and Leadership Team

A Chief Administrative Officer (“CAO”) is responsible for running the day-to-day operations and management of BMSA with a dedicated leadership team, as outlined below. Stephanie Lammlein is the Founding Director and CAO of BMSA. BMSA currently has 98 total staff (including administration), all of whom are employed by the Educational Service Center Council of Governments (“ESCCOG”) (see below). The following organization charts shows the relationship of the Board of Directors and leadership within the BMSA organization.

FIGURE 3
ORGANIZATION CHART
BMSA



Source: The Borrower.

ESCCOG Management. The Borrower and ESCCOG have entered into that certain Amended and Restated Contract for the Provision of Fiscal Services, effective as of July 1, 2026 and for a term through June 30, 2027 (the “Management Agreement”). Pursuant to the Management Agreement, ESCCOG provides fiscal services (including Tammy Rizzo’s services as Treasurer and all accounts payable, accounts receivable and grants management), all human resources, and direct hiring and staffing services for BMSA. ESCCOG charges a fee of 3.5% of gross payroll and Board paid benefits for payroll/HR services and \$55,000 for fiscal services. ESCCOG hires and directly employs all of the Borrower’s staff on its behalf pursuant to the Management Agreement.

ESCCOG may terminate the Management Agreement upon failure of the Borrower to pay any amount due, or upon a material breach by the Borrower following notice and a thirty day cure period. The Management Agreement provides that should it be terminated for any reason, BMSA has the right to retain as employees any school faculty, administrators and staff that ESCCOG has hired on BMSA’s behalf, and ESCCOG will take all reasonable efforts to enable such employees to transition without an interruption in employment.

The Borrower and ESCCOG have operated under a similar arrangement continually since the Borrower’s founding in 2014. The Management Agreement has traditionally been renewed each year, and the Borrower currently anticipates the relationship to continue. However, there can be no assurance that the Borrower’s ongoing relationship with ESCCOG will continue in the future.

Leadership Team. The Borrower’s leadership team includes a CAO, Assistant CAO / Superintendent, Treasurer, two Academy Directors (K-6 and 7-12), Student Services Director and STEM Quality and Curriculum Coordinator:

TABLE 1
LEADERSHIP TEAM
BMSA

Name	Title
Stephanie Lammlein	Chief Administrative Officer
Lindsey McLaughlin	Assistant Chief Administrative Officer / Superintendent
Tabatha England	Academy Director (K-6)
Randy Rininger	Academy Director (7-12)
Heather Kubala	Student Services Director
Laura Sass	STEM Quality and Curriculum Coordinator
Tammy Rizzo	Treasurer

Source: The Borrower.

Stephanie Lammlein, Founding Director & Chief Administrative Officer. Ms. Lammlein has over 25 years' experience in public STEM education. In 2011, Ms. Lammlein became the Founding Director of Bio-Med Science Academy STEM School. Prior to founding the School, Ms. Lammlein was a middle school and high school science educator for over fifteen years. Ms. Lammlein earned a Bachelor of Arts degree in Biology & Environmental Science from Hiram College and a Master of Arts degree in Teaching from Miami University.

Lindsey McLaughlin, Assistant Chief Administrative Officer / Superintendent. Ms. McLaughlin has worked with BMSA since 2013, first as a social studies instructor for four years, as Chief Operating Officer and Principal of grades 9-12 for five years, and since 2022 has served as the Assistant CAO and Superintendent. Ms. McLaughlin has earned a Bachelor of Arts degree in History, a Master of Arts degree in History and an Educational Specialist in Leadership degree from Kent State University.

Tabatha England, Academy Director (K-6). Ms. England has worked with BMSA since 2017, first as a teacher and, since 2021, as the Academy Director (K-6). Prior to joining BMSA, Ms. England was a middle childhood social studies and English language arts teacher at a community school in Ohio. Ms. England earned a Bachelor of Science degree in Middle Childhood Education and a Master of Science degree in Educational Leadership from Kent State University.

Randy Rininger, Academy Director (7-12). Mr. Rininger has worked with BMSA since 2018, first as a language arts instructor for three years, the Dean of Students (K-12) for a year, the Chief Operating Officer (7-9) for three years and, since August 2025, the Academy Director (7-12). Prior to joining BMSA, Mr. Rininger was a high school English teacher in Austintown, Ohio. Mr. Rininger earned a Bachelor of Arts degree in Education from Kent State University and a Master of Education degree in Educational Leadership from Ashland University.

Heather Kubala, Student Services Director. Ms. Kubala joined BMSA in 2024 as the Student Services' Director, where she oversees special education services for the School. Prior to joining BMSA, Ms. Kubala was an intervention specialist for nine years at private and public schools in Ohio. Ms. Kubala earned a Bachelor of Arts degree in Social Work from Ohio University and a Masters degree in Special Education from Kent State University.

Laura Sass, STEM Quality and Curriculum Coordinator. Ms. Sass has worked with BMSA since 2015, first as an animal and plant biotechnology instructor and, since 2021, the STEM Quality and Curriculum Coordinator. Prior to joining BMSA, Ms. Sass was a high school biology teacher in Ohio public schools for five years. Ms. Sass earned a Bachelor of Science degree in Adolescent Young Adult Life Science Education from The University of Findlay, a Master of Education degree in Curriculum and Instruction from Kent State University and a Doctor of Education degree from The University of Findlay.

Tammy Rizzo, Treasurer. In April 2014, Tammy Rizzo was hired by the ESCCOG as the Director of Fiscal Services to serve as the treasurer for Global Impact STEM Academy and Metro Early College High School. She now serves as the named treasurer for four STEM schools (including BMSA) and one community school. Prior to working for the ESCCOG, Ms. Rizzo served as the assistant treasurer and then treasurer for Grandview Heights Local School District who serves approximately 1,100 students in grades K-12. Prior to that, Ms. Rizzo worked for the Ohio Auditor of State’s Office performing audits of cities, counties, townships, and school districts. Ms. Rizzo earned a Bachelor’s degree in Accounting from Butler University.

Board of Directors

The Borrower is governed by a Board of Directors (the “Board”) which, pursuant to the Borrower’s code of regulations, consists of at least five (5) and no more than nine (9) directors, with, at all times, at least three (3) appointed by the academic partners, colleges or universities and business partners working with the Borrower (the “Appointed Directors”). The Appointed Directors, in turn, will elect at least two additional directors (such that the total number of Directors is five, seven or nine) who meet the following criteria: (i) a person with a post-secondary degree and/or work experience in science, medicine, technology, engineering, or math; or (ii) a person with a post-secondary degree and/or work experience in one or more of our pathways; or (iii) a person with a post-secondary degree and/or work experience in business administration or economics; or (iv) a person affiliated with the Ohio STEM Learning Network; or (v) a parent of a current student enrolled at the School (the “Elected Directors”).

Each Appointed Director serves a three year term, and each Elected Director serves a one, two or three year term.

There are currently seven members of the Board. Brief biographies of the current members of the Board follow.

TABLE 2
GOVERNING BOARD
BMSA

<i>Name</i>	<i>Title</i>	<i>Type</i>	<i>Director Since</i>	<i>Term Expires</i>
Aaron Kurchev	President	Elected	2016	12/2028
Dr. Elizabeth Testa	Vice President	Appointed	2016	12/2027
Tammy Slusser	Secretary/Treasurer	Elected	2023	12/2026
Catherine Blankenship	Director	Elected	2022	12/2026
Carlos R. Fuentes	Director	Elected	2014	12/2026
Dr. Caitlin R. Yeager	Director	Appointed	2023	12/2027
Mike A. Veney	Director	Elected	2024	12/2027

Source: The Borrower.

Aaron Kurchev, President. Mr. Kurchev has worked for GOJO Industries, Inc., a global leader in wellness and hand hygiene and the inventor and manufacturer of Purell Instant Hand Sanitizer, for nearly twenty years, and for the past five years has served as Sales and Operations Execution Manager. In addition to this service on the Board of Directors, Mr. Kurchev serves as a board member for Community Support Services, Akron, Ohio. Mr. Kurchev earned a Bachelor of Science degree in Industrial Management, a Bachelor of Science degree in Accounting and a Master of Business Administration degree from The University of Akron.

Dr. Elizabeth Testa, Vice President. Since 2013, Dr. Testa has served as an Assistant Professor in the School of Teaching, Learning and Curriculum Studies at Kent State University, as well as the Coordinator of the Master of Arts in Teaching Program and Partnerships, Adolescent and Young Adult Program. Dr. Testa was previously a high school English teacher in Macedonia, Ohio. Dr. Testa earned a Bachelor of Arts degree in

English from Kent State University, a Master of Science in Education degree from The University of Akron and a Ph.D. in Secondary Education from The University of Akron.

Tammy Slusser, Secretary/Treasurer. Ms. Slusser has served as the Controller of Kent State University since 2008, where she provides leadership, direction, oversight and strategic planning for the departments of Financial Accounting, Grants Accounting, Student Accounts Receivable Accounting, Tax-Treasury, Accounts Payable and Payroll. Ms. Slusser is a certified public accountant, and earned a Bachelor of Science degree in Accounting from The University of Akron and a Master of Business Administration degree from Kent State University.

Catherine Blankenship, Director. Ms. Blankenship currently serves as Chief Officer for Trumbull and Mahoning Counties for Coleman Health Services, where she is responsible for case management, counseling, psychiatry, peer support and residential service. Ms. Blankenship is also an Assistant Lecturer of social work at The University of Akron. Ms. Blankenship has earned a Bachelor of Arts degree in Social Work and a Master's of Social Work degree from The University of Akron.

Carlos R. Fuentes, Director. Mr. Fuentes is a founder and equity partner in 3 companies based in Cuyahoga County. Mr. Fuentes's companies focus on leading mission critical change management projects for Fortune 500 companies (DHL Express), leads large-scale Big Data and data visualization SaaS solutions (R.W. Beckett Corp), and provides traditional and digital marketing solutions (Cleveland Foundation and Team NEO). Mr. Fuentes has served on the boards of public institutions, including the MetroHealth Foundation in Cleveland (2011-2019), BMSA (2014-Present), and was a political appointee during the Obama administration to serve as an Expert Consultant to the U.S. Department of Commerce for the 10-state Midwest Region. Mr. Fuentes currently is the board chair of Campo25, a Latino-serving non-profit organization with the mission to combat community deterioration and encourage and facilitate economic development in the Clark-Fulton neighborhood in Cleveland. Mr. Fuentes previously served as the board chair of the Northeast Ohio Hispanic Chamber of Commerce (2010-2013) and a committee co-chair of the Commission on Economic Inclusion at the Greater Cleveland Partnership (2010-2013).

Dr. Caitlin R. Yeager, Director. Dr. Yeager is an Assistant Professor and serves as the Director of the Health Resource and Simulation Center in the Breen School of Nursing and Health Professions at Ursuline College. Dr. Yeager's clinical practice is in neonatal intensive care nursing, as a practicing Registered Nurse in Ohio and a nurse educator for NICU programs in the Caribbean. Dr. Yeager earned a Ph.D. from Villanova University M. Louise Fitzpatrick College of Nursing and both a Bachelor of Science in Nursing and a Master of Science in Nursing Education from Capital University in Columbus, Ohio.

Mike A. Veney, Director. Mr. Veney has over 20 years' experience in regulatory affairs, environmental compliance and corporate responsibility. Currently, Mr. Veney is Director of The Davey Institute, an institute run by The Davey Tree Expert Company in Kent, Ohio, where he leads the Davey Institute in advancing environmental and sustainability research initiatives. Mr. Veney earned a Associate of Science degree in Environmental Health and Safety from The University of Akron, Wayne College, a Bachelor of Science degree in Environmental Management from The University of Findlay, and a Juris Doctorate from The University of Akron School of Law.

Staffing and Teacher Retention

School Staffing. The following table sets forth information regarding the Borrower's FTE employees for the current and last four school years.

TABLE 3
EMPLOYMENT AND STAFFING
School Years 2021-22 through 2025-26
The Borrower

	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
Teachers	61	62	61	64	63
School Counselors	4	4	4	4	4
Paraprofessionals	9	12	12	13	12
Administration	7	9	9	10	10
Office, Building and Central Staff	10	12	12	13	18
Total Employees	91	99	98	104	107
Total Number of Students	1,026	1,007	952	929	896
Student-to-Teacher Ratio	16.8:1	16.2:1	15.6:1	14.5:1	14.2:1

Source: The Borrower.

The Borrower currently has 23 teachers for its K-6 program at the Shalersville Campus and Ravenna Campus. Following completion of the Project and consolidation of the K-6 program to the Facilities, the Borrower anticipates the addition of 5 more teachers for its K-6 program to accommodate growing enrollment.

Teacher Retention. The following table sets forth the rate of retention of teachers, showing for each period the percentage of teachers teaching in the initial school year who returned to teach at the School in the latter school year. For the past twelve years, the School's average annual attrition rate for staff has been 8.17%.

TABLE 4
TEACHER RETENTION
2019-20 through 2025-26
The Borrower

	<u><i>Teacher Retention</i></u>
2019-20 to 2020-21	78%
2020-21 to 2021-22	78%
2021-22 to 2022-23	79%
2022-23 to 2023-24	87%
2023-24 to 2024-25	89%
2024-25 to 2025-26	96%

Source: The Borrower.

THE SCHOOL

Admissions, Enrollment, Attendance, Demographics and Student Retention

Student Admissions. The School serves students in grades K-12 who are residents of Ohio and entitled to and eligible to attend school pursuant to R.C. 3313.64 and 3313.65. Students are not selected based on academic ability. Students must have been promoted to their enrolling grade by their home school district. Most

importantly, students must have a willingness to engage in inquiry, critical thinking, effective communicating and collaborating, and actively participate in their educational experience in a learning environment that is not a comprehensive school.

Students residing in Ohio are enrolled in the School tuition-free. Admission may be open on a tuition basis to individuals who are not residents of Ohio. Each student who is not a resident of Ohio will be charged tuition, which amount will be determined on a yearly basis, which shall not be less than the amount of state aid received by the School. The School does not currently enroll any students not residing in the State of Ohio.

The School recruitment strategy ensures that School enrollment is diverse and representative of regional demographics. Direct marketing strategies to potential students, parents and guardians are employed to build public awareness. The School asserts its best effort to attract a diverse student body that reflects the community, and the School recruits students from disadvantaged and underrepresented groups. In making admission decisions, the School does not discriminate on the basis of race, color, creed, sex, or disabling condition. The School does not deny admission based on intellectual ability, measures of achievement or aptitude, or athletic or artistic ability.

Students enroll in the School in the spring prior to their K-10th grade year, as applicable for each enrolling student. The School does not enroll new students in grades 11 and 12. The School's application process requires each student as well as a parent or child advocate to submit a completed application. The student and parent/advocate may interview with School staff and volunteers to discuss mutual expectations and any aspect of the School's curriculum and policies. Staff directly handles all registrations.

No student will be admitted with a current suspension or expulsion from another area school.

The capacity for each grade is set by the Board of Directors on a yearly basis. If at the end of the application process the School receives more applications than it has the capacity to enroll, admission is determined by a blind random lottery process. Preference and exemptions from the lottery process is given in the following order: 1. Currently enrolled students; 2. Siblings of admitted students; 3. Children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than 5% of the School's total enrollment; 4. Students placed on the permanent waiting list.

Students placed on the waiting list are exempt from the random public drawing, but admission is not guaranteed. The student retains his/her position from year-to-year unless the student is no longer an eligible student, is no longer interested in admission, or is selected for admission and thereby removed from the permanent waiting list. All other applicants will not receive a preference in the lottery. During the lottery, once maximum enrollment is reached, the remaining numbers will continue to be drawn and will be placed on a waiting list in the order drawn. If vacancies occur during the school year, the vacancies may be filled according to the waiting list. Once all enrollment slots have been filled, remaining students will be added to the waitlist in the order in which they were randomly drawn, which considers their admissions preference, if any. Students who are not offered seats for the academic school year for which the lottery was held will remain on the waiting list until the end of that academic school year unless otherwise requested by the parent/guardian to be removed. The waiting list shall be cleared at the end of the academic year for which the lottery was drawn and shall not carry over from one year to the next; students who remain on the waiting list at the end of the academic year will be required to submit an application again for the next school year.

Waitlist. Due to current facility space limitations across the existing campuses, the School has intentionally limited active marketing and recruitment efforts over the past several years to ensure that enrollment growth remains aligned with available instructional space and resources. Despite these limitations, interest in the School's STEM-focused, mastery-based learning model has remained steady, and an occasional waitlist has been maintained in some grade levels.

The School maintains a structured waitlist process that is designed to be transparent and equitable for families. When the number of applicants exceeds the number of available seats in a grade level, students are placed on a waitlist in the order in which completed applications are received. This waitlist operates on a first-come, first-served basis and remains active through October 30 of the school year. During this time, if openings occur due to student withdrawals or relocations, families are contacted in waitlist order and offered enrollment opportunities for that grade level. After October 30, the waitlist is closed for the remainder of the academic year to maintain continuity of instruction and support student success within the School’s mastery-based learning environment.

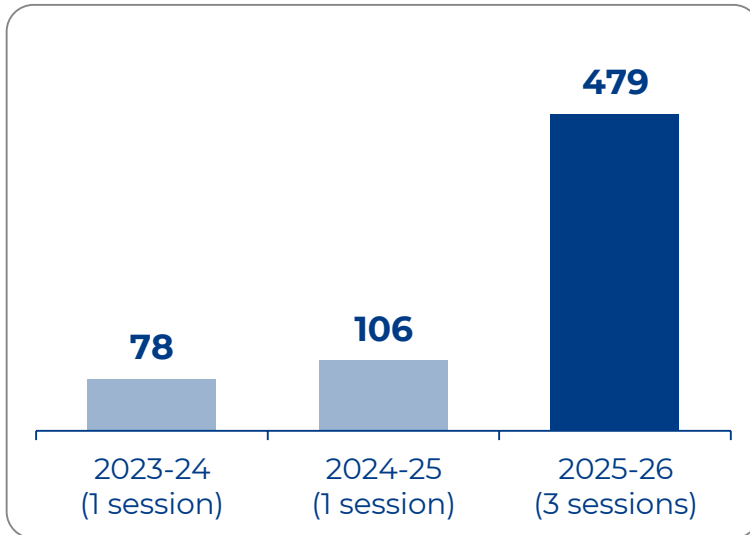
While the School has historically maintained waitlists in multiple grade levels, recent enrollment management strategies have intentionally balanced enrollment with available physical space and program capacity. As a result, waitlist numbers for the 2025–26 school year have been moderated by these operational constraints rather than by a decline in family interest.

Given the planned relocation of grades K-6 of the School to the Facilities, which will allow for expanded capacity, the School has begun to gradually increase its outreach and marketing efforts. Based on the School’s historical enrollment patterns—particularly during the early years following the School’s founding, when waitlists were common—the Borrower anticipates that demand for enrollment will continue to grow as awareness of this expanded capacity increases. This expectation is already being reinforced by strong attendance at informational sessions for the 2026-27 school year, which have drawn significantly higher participation than in previous years (see the table below), and by the steady influx of applications for the 2026–27 school year, with 4 grades already on 2026-27 waitlists and others approaching capacity. As a result, the School expects waitlist activity to return to levels similar to those experienced during earlier periods of expansion as additional seats become available. As of June 2026, the School has 32 families on the waiting list in grades K-3rd for the 2026-2027 school year, as shown in Table 7 below.

The Project is specifically designed to address current space constraints, improve transportation logistics, and broaden programming opportunities for students and families.

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TABLE 5
INFORMATION SESSION REGISTRATIONS
2023-2024 through 2025-26
The School



Registrations for information sessions jumped to 479 this year

Driven by expanding from 1 to 3 information sessions to meet demand — a ~4.5x increase over last year's 106 registrations.

Note: Information sessions held in the years shown above are for families interested in enrolling the following year (e.g. 2025-26 information session registrations are for families interested in enrolling for the 2026-27 school year).
Source: The Borrower.

Enrollment. The following table presents historical and projected enrollment by grade at the School.

TABLE 6
ENROLLMENT BY GRADE
2021-22 through 2028-29
The School

Grade	Historical Enrollment ⁽¹⁾					Projected Enrollment ⁽²⁾		
	2021-22 ⁽³⁾	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29 ⁽⁴⁾
K	25	25	37	41	45	50	75	75
1 st	46	47	46	41	49	50	75	75
2 nd	53	48	41	41	43	50	75	75
3 rd	75	54	49	49	44	50	75	75
4 th	100	79	60	58	57	70	90	100
5 th	96	96	78	72	68	90	100	100
6 th	96	91	95	90	76	90	100	100
7 th	104	107	104	100	85	100	100	105
8 th	105	109	105	105	96	100	100	105
9 th	98	104	90	87	90	100	100	105
10 th	93	92	91	92	85	91	100	100
11 th	75	86	72	82	80	81	90	95
12 th	60	69	84	71	78	78	90	90
Total	1,026	1,007	952	929	896	1,000	1,170	1,200

⁽¹⁾ For school years 2021-22 through 2025-26, data reflect a headcount of students in attendance during the first full week of classes in each October.

⁽²⁾ For school years 2026-27 through 2030-31, data reflects projected enrollment.

⁽³⁾ Increased enrollment from virtual attendance option during the COVID-19 pandemic.

⁽⁴⁾ Stabilized enrollment.

Source: The Borrower.

The School's hybrid and online learning models during the COVID-19 pandemic provided an opportunity to increase in enrollment. Initial growth was fueled by families specifically seeking flexible learning options, diversifying the School's traditional base.

The School has maintained lower enrollment levels in Kindergarten through grade 6 to manage current physical space constraints and ensure educational quality (492 K-6 students at its peak in 2021-22 while offering hybrid and online learning vs. 382 K-6 students in 2025-26).

The School has seen a minor uptick in attrition, primarily driven by family relocations and a shift toward permanent online schooling alternatives. The Borrower has launched a revised geographical and marketing strategy to meet or exceed 2026-27 enrollment targets. Information session attendance has surged by over 350%; the planned transition to the new Facilities is expected to mitigate logistical barriers, generating significant family enthusiasm.

The Borrower is currently limited to serving up to 450 students in grades K-6 by the physical capacity of the Shalersville Campus in K-4 (270 students) and the Ravenna Campus in grades 5-6 (180 students). The Facilities are expected to accommodate approximately 600 students in kindergarten through grade 6, resulting in a total enrollment capacity of 1,200 students for the School following completion of the Project. The enrollment and financial projections set forth in this Appendix A and the forepart of this Official Statement assume that the Borrower's enrollment capacities are increased by approximately 150 students in connection with the completion of the Facilities.

The following table shows students that have indicated they are returning to the School for the 2026-27 school year, students that have applied and been accepted for the 2026-27 school year, and current wait list, as of June 18, 2026.

TABLE 7
2026-27 SCHOOL YEAR ENROLLMENT
As of June 22, 2026
The School

<i>Grade</i>	<i>Returning Students</i>	<i>Accepted New Students</i>	<i>Waitlisted New Students</i>	<i>Returning & New Students</i>	<i>2026-27 Projected Enrollment</i>
K	--	51	9	51	50
1 st	45	8	5	53	50
2 nd	49	4	14	53	50
3 rd	43	6	4	49	50
4 th	44	16	0	60	70
5 th	57	21	0	78	90
6 th	68	24	0	92	90
7 th	76	14	0	90	100
8 th	85	10	0	95	100
9 th	96	10	0	106	100
10 th	90	6	0	96	91
11 th	85	0	0	85	81
12 th	80	0	0	80	78
Total	818	170	32	988	1,000

Source: The Borrower.

Student Demographics. Certain student demographics for the School are presented in the following table.

TABLE 8
STUDENT DEMOGRAPHICS
2025-26
The School

	<i>Percentage of 2025-26 Enrollment</i>
Black	3.5%
Hispanic/Latino	3.5%
Asian	1.9%
Multiracial	5.9%
White	85.2%
Economically Disadvantaged	29.1%
Students with Disability	13.2%

Source: *The Borrower*.

Student Retention. The following table sets forth, for the periods shown, the percentage of students enrolled from the prior school year that returned as students in the latter school year, without regard to graduating students.

TABLE 9
HISTORICAL STUDENT RETENTION
2020-21 through 2025-26
The School

	<i>Student Retention</i>
2019-20 to 2020-21	92.3%
2020-21 to 2021-22	93.5%
2021-22 to 2022-23	87.7%
2022-23 to 2023-24	88.3%
2023-24 to 2024-25	91.6%
2024-25 to 2025-26	90.6%

Source: *The Borrower*.

Student Persistence. The following table sets forth, for the periods shown, the percentage of students in the last three graduating classes that were at the School for 4 or more years, and at the School for 5 or more years.

TABLE 10
GRADUATING CLASSES – STUDENT TENURE
Class of 2024 through 2026
The School

<i>Graduating Class</i>	<i>At the School 4+ Years</i>	<i>At the School 5+ Years</i>
Class of 2024	93%	87%
Class of 2025	93%	83%
Class of 2026	98%	86%

Source: *The Borrower*.

Service Area

The School currently serves students residing within seven counties, with approximately 84% of School students in the 2025-26 school year residing in Portage County. The following table shows the percentage of students residing in each county, by current campus they attend.

TABLE 11
COUNTY OF STUDENT RESIDENCE
2025-26
The School

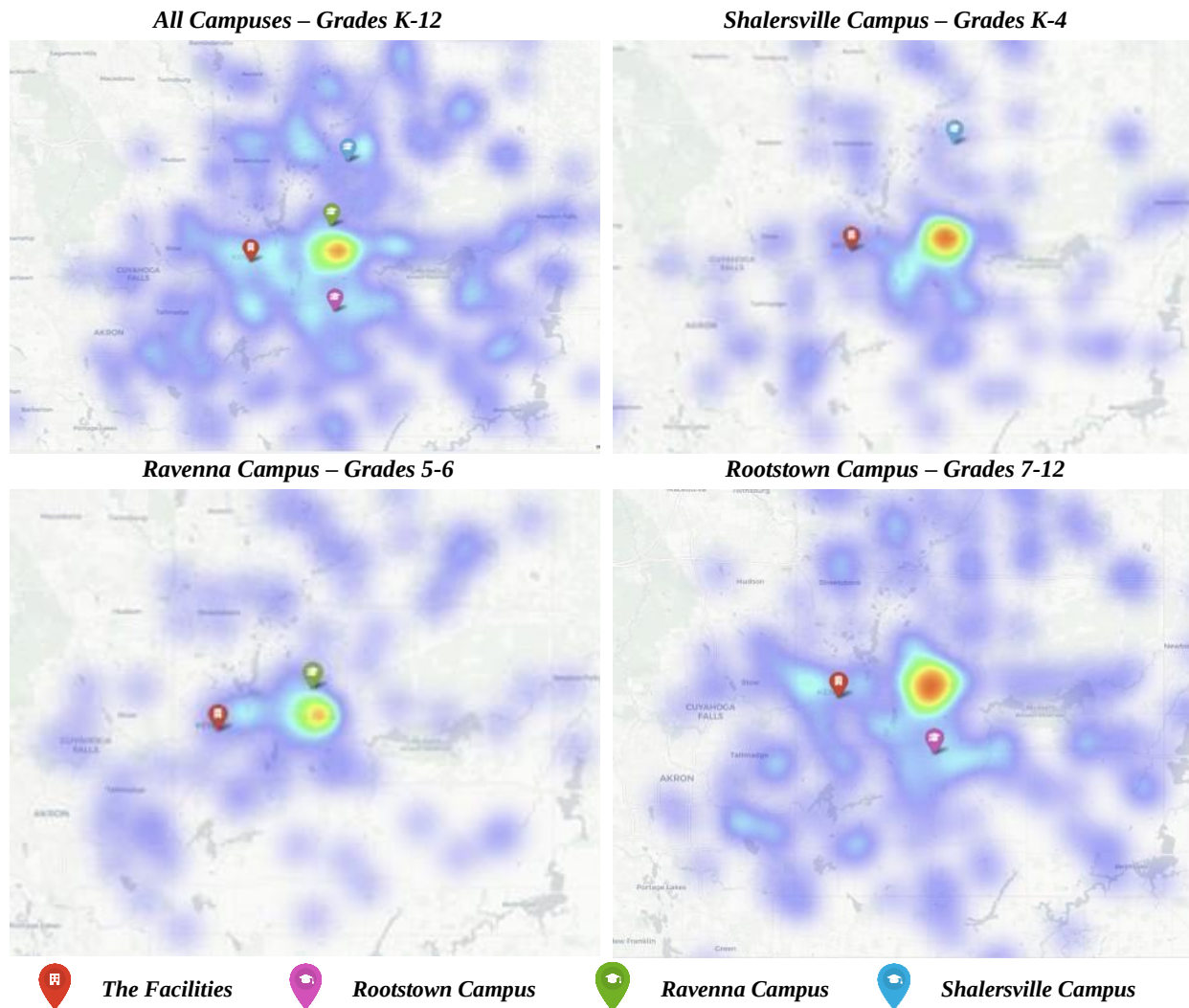
<i>Grade</i>	<i>Total Enrollment</i>	<i>% Portage County</i>	<i>% Summit County</i>	<i>% Stark County</i>	<i>% Other</i>
K	45	84%	11%	5%	0%
1 st	49	90%	10%	0%	0%
2 nd	43	88%	12%	0%	0%
3 rd	44	88%	5%	0%	7%
4 th	57	87%	11%	2%	0%
5 th	68	82%	10%	4%	1%
6 th	76	88%	9%	0%	3%
7 th	85	80%	6%	5%	10%
8 th	96	88%	6%	1%	4%
9 th	90	74%	18%	5%	3%
10 th	85	82%	11%	1%	4%
11 th	80	86%	8%	3%	4%
12 th	78	84%	8%	5%	1%
<i>Total School</i>	<i>896</i>	<i>84%</i>	<i>10%</i>	<i>3%</i>	<i>4%</i>
<i>Shalersville Campus (K-4)</i>	238	87%	10%	1%	1%
<i>Ravenna Campus (5-6)</i>	144	85%	10%	2%	2%
<i>Rootstown Campus (7-12)</i>	514	82%	9%	3%	4%

Source: The Borrower.

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The following heat maps show the distribution of the School’s students across its service area, for the 2025-26 school year, for the School as a whole and for each current campus separately.

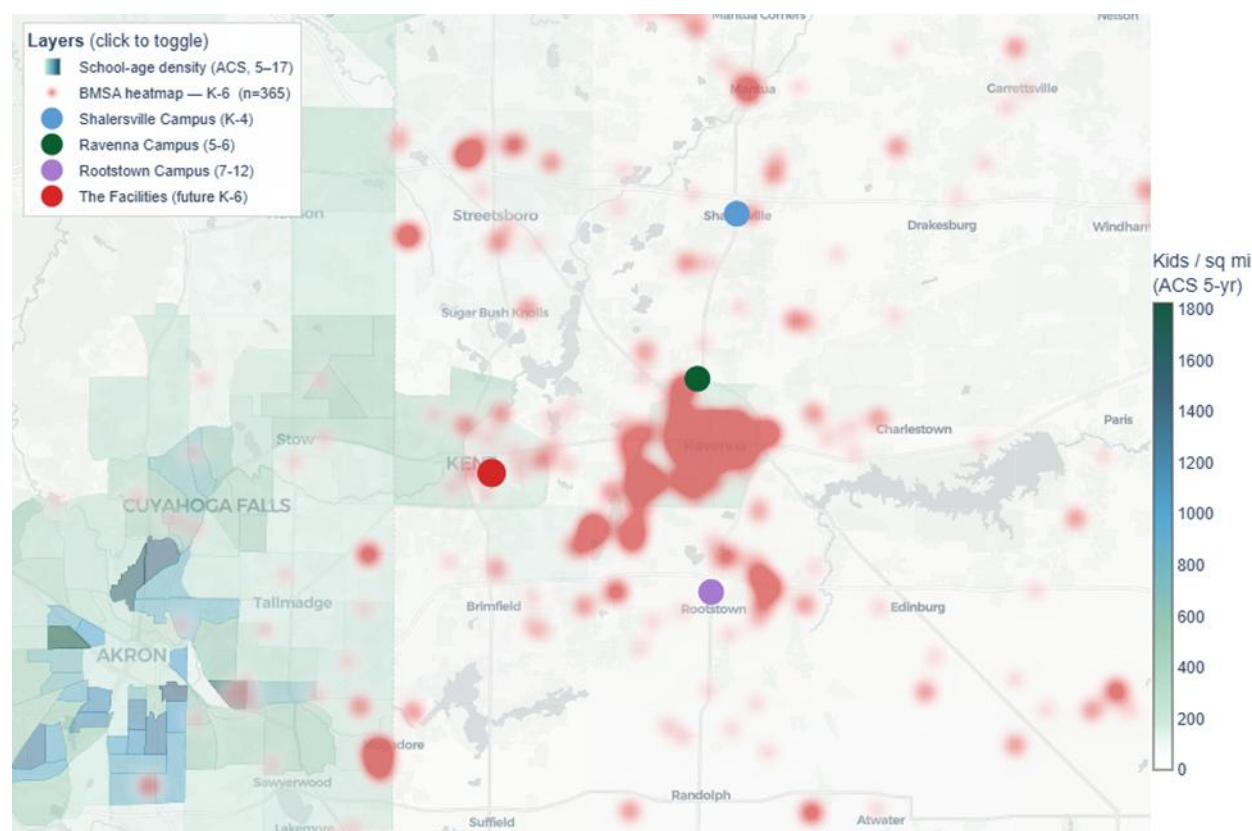
FIGURE 4
STUDENT DISTRIBUTION HEAT MAPS
 The School



Source: The Borrower.

The following map shows the distribution of the School's K-6 students across its service area, for the 2025-26 school year, as well as the location of the campuses, including the Facilities, and an overlay showing school-age population (ages 5-17, based on the American Community Survey 2019-2023 5-year estimates) density by census tract.

FIGURE 5
K-6 DISTRIBUTION, PROXIMITY TO THE FACILITIES, AND SURROUNDING STUDENT-AGE
POPULATION DENSITY
The School



Source: *The Borrower*; U.S. Census Bureau, American Community Survey 2019-2023 5-Year Population Estimates.

Relocation of Grades K-6 to the Facilities

Currently, the School serves grades K-4 at the Shalersville Campus and grades 5-6 at the Ravenna Campus. Both campuses are constrained by facility capacity and cannot accommodate any enrollment growth. The Borrower believes that relocating the School to the Facilities in Kent will strengthen the program by positioning it closer to higher-density communities while remaining convenient to many current students' and families' homes. The Borrower believes that the Shalersville Campus is especially advantageous to replace as it sits in a sparsely populated area, with only 11% of K-6 families living within 5 miles. Relocating to the Facilities also improves the median one-way distance to campus for K-6 families from 7.1 miles to 6.6 miles. Finally, by consolidating two sites into one, the Borrower expects to capture both operational and marketing efficiencies.

Academic Outcomes for the School

Report Card. The Ohio Department of Education and Workforce (the “Department”) issues annual report cards for traditional K-12 school districts and each of their individual buildings, as well as STEM schools. Beginning with the report cards for the 2021-22 school year, the report cards assign one to five stars (including half stars) to school districts and their individual schools (including STEM schools) on up to six categories of performance components, as well as an overall performance rating. The performance components include achievement, progress, gap closing, graduation, early literacy, and college, career, workforce and military readiness.

The School’s report card for 2025 included an overall rating of 3.5 stars (“meets state standards”), with 5.0-star ratings for the components of Graduation and College, Career, Workforce, and Military Readiness.

TABLE 12
SCHOOL REPORT CARD
2025
The School

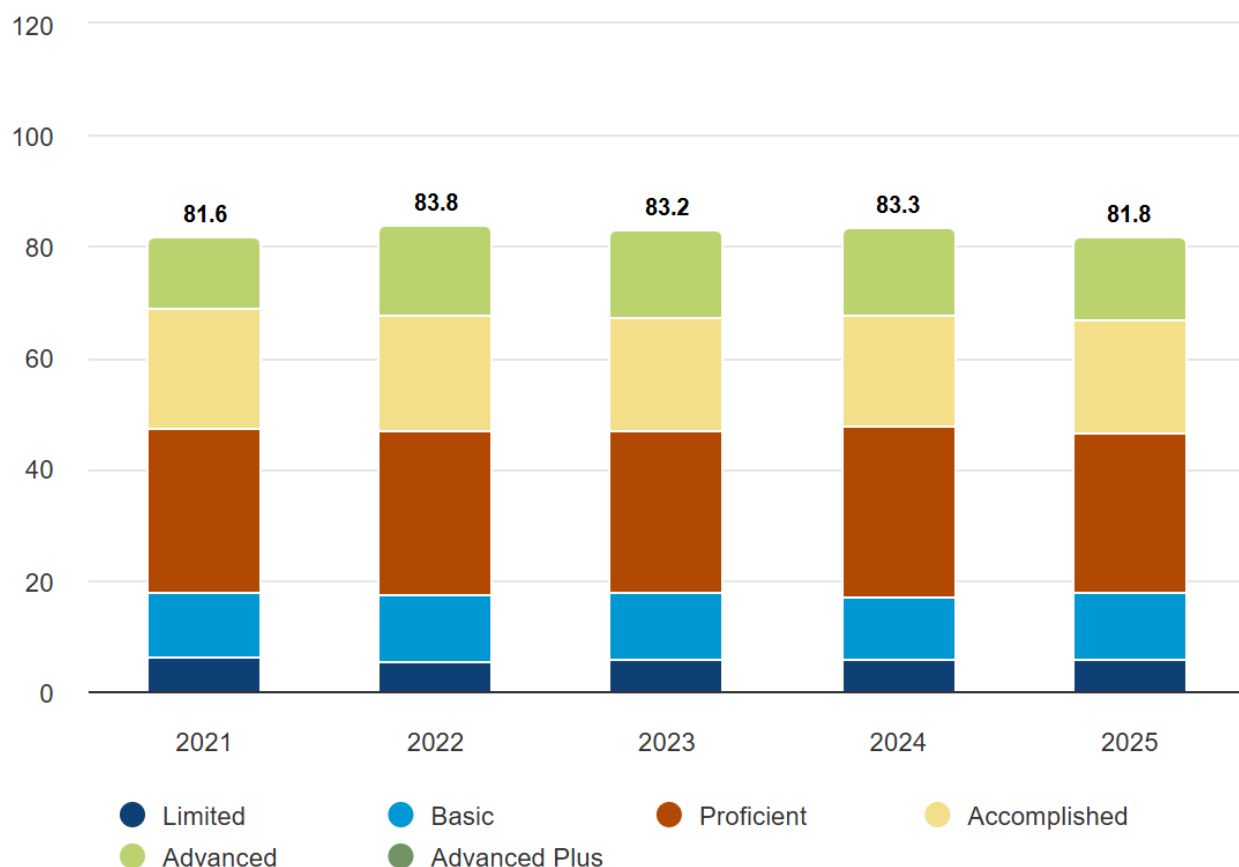
Achievement	This component represents whether student performance on state tests met established thresholds and how well students performed on tests overall	 Meets state standards in academic achievement
Progress	This component looks closely at the growth all students are making based on their past performances	 Significant evidence that the school fell short of student growth expectations
Gap Closing	The Gap Closing Component is a measure of the reduction in educational gaps for student groups	 Needs support to meet state standards in closing educational gaps
Graduation	The Graduation Component is a measure of the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate	 Significantly exceeds state standards in graduation rates
Early Literacy	The Early Literacy Component is a measure of reading improvement and proficiency for students in kindergarten through third grade	 Meets state standards in early literacy (K-3)
College, Career, Workforce, and Military Readiness	The College, Career, Workforce, and Military Readiness Component is a measure of how prepared Ohio’s students are for future opportunities, whether training in a technical field or preparing for work or college	 Significantly exceeds state standards in college, career, workforce, and military readiness
Overall Rating		 (3.5) Meets state standards

Source: *The Borrower*.

Performance Index. The Performance Index measures the test results of every student, not just those who score proficient or higher. Schools and districts receive points on the index for every student who takes a test. The higher the performance level on the state tests, the more points awarded toward the index score. The index score is divided by the maximum possible score. Each year the maximum possible score is determined by the average of the highest 2% performance index scores in the State.

For 2025, the School received a Performance Index Score of 81.8. The following chart shows the School's Performance Index Score for the past five years, including a breakdown of the percentage of students rating as limited, basic, proficient, accomplished, advanced and advanced plus.

FIGURE 6
PERFORMANCE INDEX TREND
2020-21 through 2024-25
The School

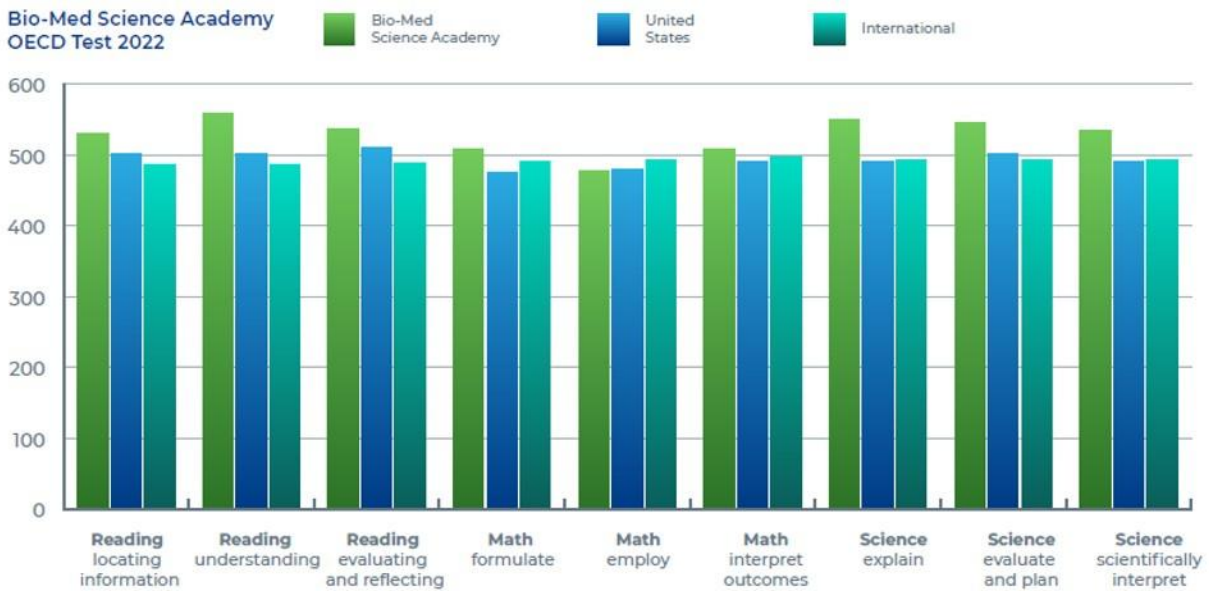


Programme for International Student Assessment. In addition to State assessments, the School administers the Programme for International Student Assessment (“PISA”) from the Organisation for Economic Cooperation and Development. PISA is an international comparative survey of 15-year-old students, assessing the extent to which they have acquired key knowledge and skills essential for full participation in social and economic life. The survey’s core domains are mathematics, reading and science, and the focal core domain rotates with each PISA cycle. Additionally, each cycle includes an innovative domain. Administering this assessment allows the School to compare performance to students globally, and recognizes that the benchmark for educational success is not just national standards, but global standards.

The following figure shows the School’s performance on PISA, compared to national and global results, in 2022. Due to constraints outside the control of the School, the PISA has not been administered since 2022, but the School endeavors to administer the PISA when practicable.

FIGURE 7
PROGRAMME FOR INTERNATIONAL STUDENT ASSESSMENT
2022

The School, United States and International



ACT Performance. The following figure shows the School's performance on the ACT standardized college admissions test, compared to State and national averages, for students in the classes of 2016 through 2026. The average student at the School has experienced a 4.78 point improvement in their composite ACT score between the first test they take to the last.

FIGURE 8
ACT PERFORMANCE
Classes of 2016 through 2026
The School, State of Ohio and National



Graduation Data. The School had a 98.8% 4-year graduation rate for the 2024-25 school year and a 100% 5-year graduation rate, yielding a weighted graduation rate of 99.3%. Rootstown High School, which is located across the street from the Rootstown campus, had a 4-year graduation rate of 91.5% and a 5-year graduation rate of 97.9% for the 2024-25 school year. Typically, 35% of School graduates earn an Academic or STEM Honors Diploma from the State of Ohio.

Student Outcomes for BMSA High School Graduates. To date, School students have earned over 502 industry credentials and over 3,943 credit hours through the State’s College Credit Plus program. School graduates have completed over 174,000 internship hours and over 74,000 hours of volunteering.

Historically, 89% of the School’s graduates plan to continue their educational journey at a 2- or 4-year institution, and 72% of the School’s graduates choose to pursue a career or college major in a STEM field. The data shown in the table below are self-reported.

TABLE 13
POST-GRADUATE STUDENT OUTCOMES
Classes of 2023, 2024, 2025 and 2026
The School

	2023	2024	2025	2026
4-Year College/University	86.0%	82.4%	71.0%	72.4%
2-Year/Technical School	8.5%	7.2%	9.8%	13.0%
Work	2.0%	1.0%	2.7%	8.0%
Military	2.0%	1.0%	5.5%	2.6%
Undecided	1.5%	8.4%	11.0%	4.0%

Source: The Borrower.

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The following table shows a list of the colleges that the School's graduates have attended:

TABLE 14
COLLEGE PLACEMENT
The School

Arizona State University	Kent State University	Slippery Rock University
Baldwin Wallace University	Lawrence Technological University	St. John's College
Bowling Green State University	Malone University	Stark State College
Brigham Young University	Mercyhurst University	Thiel College
California North-State University	Miami University	Tiffin University
Carnegie Mellon	Mount Holyoke College	University of Akron
Case Western Reserve University	New York University	University of California Berkeley
Cedarville University	Niagara University	University of Cincinnati
Cleveland State University	Nyack College	University of Findlay
College of Wooster	Ohio Northern University	University of Mount Union
Columbia College Chicago	Ohio State University	University of Pittsburgh
Columbus State Community College	Ohio Technical College	University of Richmond
Eckerd College	Ohio University	University of Tennessee
Gannon University	Otterbein University	University of Toledo
Grace College	Rensselaer Polytechnic Institute	University of West Florida
Grove City College	Rice University	University of Windsor
Harris Institute	Rochester Institute of Technology	University of Wisconsin
Heidelberg University	Rose-Hulman Institute of Technology	Walsh University
Hiram College	San Diego State University	Washington & Jefferson College
John Carroll University	Savannah College of Art and Design	Xavier University
Judson University	Shawnee State University	Youngstown State University
	Sheridan College	

Source: The Borrower.

The following is a profile of the School's Class of 2026.

TABLE 15
CLASS PROFILE
Class of 2026
The School

Total Graduates	78
Average ACT Score	20.3
Caucasian	95%
Female	32
Male	46
Free and Reduced Lunch	22%
Journey Concentration	
Health	7
Engineering	8
Technology	2
STEM	58
Agriculture and the Environment	3

Source: The Borrower.

Nearby Schools

Nearby Schools. The following tables below present certain demographics and test results of public schools and districts located in the vicinity of each campus of the School. For each school, the enrollment, percentages economically disadvantaged students, and Ohio School Report Card indicators are indicated.

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TABLE 16
COMPETING SCHOOLS
The School

School	Grades	Distance (Miles)	2024-25 Data		2025 Report Card				
			Enrollment	Economically Disadvantaged	Overall Rating	Achievement	Progress	Gap Closing	Graduation
The School	K-12⁽¹⁾	--	929	31.0%	3.5	★★★☆☆	★☆☆☆☆	★☆☆☆☆	★★★★★
Shalersville Campus	K-4								
Streetsboro Elementary School	K-3	5.3	610	29.6%	3.5	★★★☆☆	☆☆☆☆☆	★★★★☆	N/A
West Main School	3-4	6.4	301	100.0%	3.5	★★★☆☆	★★★★★	★★★☆☆	N/A
Ravenna Campus	5-6								
Brown Middle School	5-8	2.8	507	100.0%	2.5	★★☆☆☆	★☆☆☆☆	★★☆☆☆	N/A
Rootstown Campus	7-12								
Rootstown Middle School	6-8	0.3	226	34.8%	4	★★★☆☆	★★★★☆	★★★☆☆	N/A
Rootstown High School	9-12	0.3	270	25.1%	4	★★★☆☆	★★★☆☆	★★★★★	★★★★☆

Source: The Borrower; Ohio Department of Education and Workforce.

TABLE 17
COMPETING DISTRICTS
The School

District	Economically Disadvantaged	Mobility	Overall	Achievement	Progress	Gap Closing	Graduation	Early Literacy	College, Career, Workforce Readiness
The School	29.5%	5.6%	3.5	3	2	2	5	3	5
Aurora	10.5%	2.9%	5	5	5	5	5	3	4
Crestwood	4.7%	4.7%	3.5	3	4	3	4	2	3
Field	40.5%	6.0%	4	4	3	5	4	3	2
Garfield	42.8%	6.5%	4	4	5	4	4	3	2
Kent	48.0%	9.4%	4.5	4	5	5	4	2	4
Ravenna	100.0%	14.1%	2.5	2	2	2	3	2	3
Rootstown	33.2%	4.4%	4	4	3	4	4	3	3
Streetsboro	41.5%	7.0%	4	4	5	5	4	2	2
Southeast	52.1%	6.4%	3	3	1	3	4	3	3
Waterloo	52.6%	7.7%	3.5	3	4	3	4	1	3
Windham	100.0%	12.1%	3	2	3	3	3	2	2

Source: The Borrower; Ohio Department of Education and Workforce.

TABLE 17 (continue)
COMPETING DISTRICTS
The School

<i>District</i>	<i>Economically Disadvantaged</i>	<i>Mobility</i>	<i>% Achieved Proficient or Better in a Career Pathway</i>	<i>% ACT & SAT Remediation Free Score</i>	<i>% Industry Credential</i>	<i>% Honors Diploma</i>	<i>% Dual Credit (at least 12 hrs)</i>
<i>The School</i>	29.5%	5.6%	76.8%	53.7%	25.6%	31.7%	15.9%
Aurora	10.5%	2.9%	9.1%	60.3%	5.5%	43.8%	4.1%
Crestwood	4.7%	4.7%	34.7%	10.5%	15.3%	17.7%	19.4%
Field	40.5%	6.0%	29.0%	19.3%	9.7%	20.0%	20.0%
Garfield	42.8%	6.5%	14.9%	15.8%	12.9%	27.7%	28.7%
Kent	48.0%	9.4%	41.7%	23.4%	30.7%	41.3%	10.6%
Ravenna	100.0%	14.1%	32.3%	11.6%	36.6%	11.0%	4.3%
Rootstown	33.2%	4.4%	32.7%	25.2%	10.3%	18.7%	29.9%
Streetsboro	41.5%	7.0%	32.5%	26.9%	12.5%	11.9%	7.5%
Southeast	52.1%	6.4%	38.3%	21.5%	9.3%	6.5%	18.7%
Waterloo	52.6%	7.7%	39.8%	9.7%	21.5%	19.4%	12.9%
Windham	100.0%	12.1%	31.4%	2.9%	28.6%	11.4%	5.7%

Source: *The Borrower*; Ohio Department of Education and Workforce.

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THE PROJECT

General

Simultaneously with the issuance of the Bonds, the Borrower will enter into the Ground Lease pursuant to which the Borrower will lease an approximately 5.8-acre site located at 800 E. Summit Street, Kent, Ohio 44242 on the campus of Kent State (the “Site”). Approximately \$13,819,492* of the proceeds of the Bonds will be used to finance the renovation (the “Project”) of the existing approximately 114,065 square foot two-story building currently known as the Michael Schwartz Center building (the “Schwartz Center”).

Grades kindergarten through 4 of the School are currently operated at the Shalersville Campus and grades 5-6 of the School are currently operated at the Ravenna Campus. Upon completion of the Project, the Borrower expects to terminate the Shalersville Lease and the Ravenna Lease and consolidate kindergarten through grade 6 of the School at the Facilities beginning in the 2027-28 school year, and continue to operate grades 7-12 at the Rootstown Campus going forward, pursuant to the Ground Lease (with a term through June 30, 2061) and the Rootstown Leases (with terms through June 30, 2038 and 2045).

The Facilities

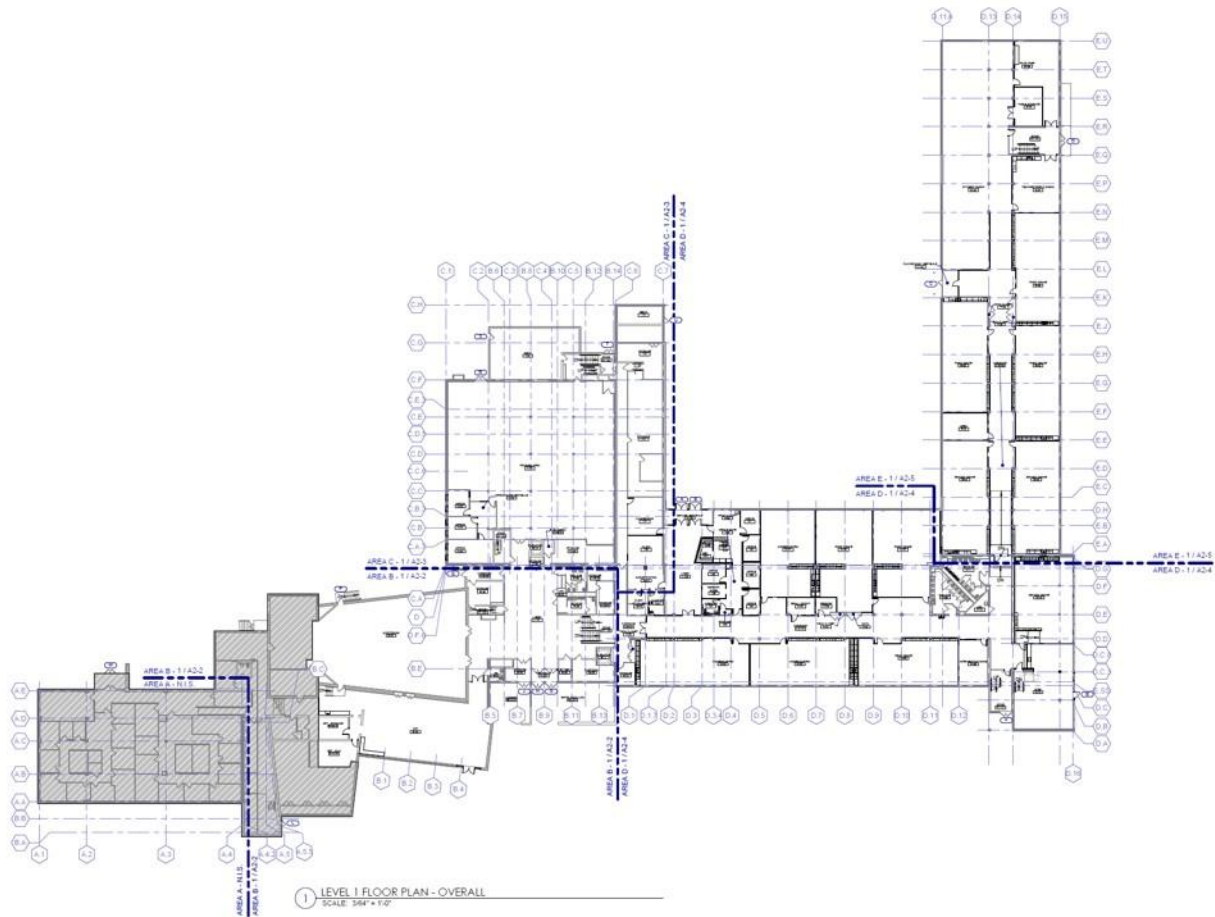
General. The Schwartz Center housed the Kent State University School, laboratory school for student teachers, from its opening in 1956 through 1986, and currently houses Kent State’s Admissions Office, Bursar’s Office, Parking Services, Office of the University Registrar and ROTC program. As renovated, the Facilities will consist of an approximately 114,065 square foot two-story STEM School building serving up to 600 students in kindergarten through grade 6, with twelve kindergarten through 3rd grade classrooms, visual art room, special education classrooms and intervention rooms, administrative space, storage, and approximately 5,160 square feet of dining and food prep space on the first floor, and twelve 4th through 6th grade classrooms, extended learning space for ELA, a media center, maker spaces, special education classrooms and intervention rooms, and administrative and office space. The first floor will also include an approximately 3,575 square foot auditorium which is not expected to be renovated as part of the Project.

The following is an aerial view of the existing Schwartz Center:



* Preliminary, subject to change.

The following is an estimated floor plan of the Facilities:



Following are external images of the Facilities.



Northern façade of Schwartz Center, with Summit Street in foreground



Southern façade of Schwartz Center, with KSU Campus in background



Courtyard of Schwartz Center

Project Budget and Construction Agreement. The total Project budget for the development of the Facilities is estimated to be \$13,819,492*. The following table indicates the anticipated project costs for renovation of the Facilities.

PROJECT BUDGET*

Renovations Construction	\$10,891,053
Owner Contingency	326,732
Owner Soft Costs	430,000
FF&E	439,695
Contractor Contingency	256,591
Architect Fees	789,500
Contractor Fees, Management and Pre-Construction	685,921
Total Project Budget	\$13,819,492

Entitlements and Construction Agreement. Because the Project is located on State-owned land, it is not subject to local building department jurisdiction. The Ohio Department of Commerce, Division of Industrial Compliance (“DIC”), serves as the permitting agency, responsible for issuing the building permit authorizing construction, conducting inspections, and issuing the certificate of occupancy. Construction drawings were submitted to DIC on June 15, 2026, and the Borrower expects that DIC will issue a building permit authorizing construction of the Project in July 2026. On June 18, 2026, the State of Ohio issued the plumbing permit for the Project.

Fire protection systems (sprinkler and fire alarm) are subject to separate plan review, and the Borrower expects that the application for fire protection permits will be submitted during construction by appropriate subcontractors. A certificate of occupancy for the Facilities will not be issued by DIC until all required inspections and approvals are satisfactorily completed.

Prior to the issuance of the Bonds, the Borrower will enter into a Standard Form of Agreement Between Owner and Construction Manager as Constructor (the “Construction Contract”), between the Borrower and Beaver Constructors (the “Contractor”), pursuant to which the Contractor will agree to complete the Project for a contract price not to exceed an expected guaranteed maximum price of \$11,799,165.43* (the “GMP”). The Construction Contract will require that the Facilities achieve substantial completion by June 18, 2027, or the Contractor will be liable to pay liquidated damages in the amount of \$1,000 per day for the first 30 days after June 18, 2027, and \$3,000 per day thereafter.

The substantial completion and final completion dates may be adjusted as a result of interference by the Borrower, the architect or a separate contractor, Borrower-ordered changes, concealed or differing site conditions, hazardous materials, Borrower-directed suspension, and force-majeure-type events. The GMP may be adjusted as a result of Borrower-directed change orders, concealed/differing site conditions, hazardous materials, allowance true-ups (as discussed below), Borrower-directed suspension, design development beyond what is “reasonably inferable,” post-GMP tax enactments, and emergencies.

The GMP includes a contractor contingency of 2.25% (\$256,591.44). The Construction Contract requires the Contractor to provide payment and performance bonds in an amount equal to the GMP, as well as builder’s risk “all-risk” property insurance.

* Preliminary, subject to change.

The GMP includes, among others, the following allowances; in the event any of these items exceed the allowance amount, the GMP amount may be increased accordingly:

Ceiling Tile Replacement	\$10,000
Landscaping Topsoil and Seed	15,000
Wall Patch and Repair	15,000
Temporary Heat	25,000
Floor Preparation	15,000

Construction Team. Brief descriptions of Beaver Constructors and Hasenstab Architects, Inc., as the Contractor and architect for the Project, are set forth below.

Beaver Constructors: Beaver Constructors, Inc. (the “Contractor”) is a general contractor and construction manager based in Canton, Ohio. The Contractor offers design-build and construction management services, and works across the industrial, commercial, food processing and distribution, K-12 education, healthcare, and institutional sectors. Recent projects in Ohio include the Pro Football Hall of Fame stadium complex in Canton, a Kraft Heinz plant expansion in Massillon, a Case Farms protein conversion plant in Winesburg, and several K-12 school facilities including work for Perry Local Schools, Toronto City Schools, and Stow-Munroe Falls Schools.

Hasenstab Architects, Inc.: Hasenstab Architects, Inc. is an architecture firm founded in 1982, with offices in Akron and Cleveland, Ohio, and Pittsburgh, Pennsylvania. The firm specializes in the design of healthcare, behavioral health, laboratory and research, education, and corporate facilities. Its areas of expertise include planning, architectural design, interior design, sustainable design, enhanced construction administration, and building enclosure consulting.

Project Timeline. The following table indicates the anticipated construction timeline for the Project.

Estimated Development and Construction Timeline

Milestone Event	End Date
Design	June 2026
Bidding & GMP Pricing	Mid-June 2026
Final GMP	June 22, 2026
Building Permit	July 2026
Construction	May 2027
Punchlist	May 2027
Substantial Completion	June 2027
Owner Move In	July 2027
Start of School	Early August 2027

Kent State University ROTC Sublease

Pursuant to a Sublease Agreement between the Borrower and Kent State (the “ROTC Sublease”), Kent State will sublease approximately 7,780 square feet of the Facilities back from the Borrower for the operation of the Kent State’s ROTC Program. The ROTC Sublease has a term coterminous with the Ground Lease, minus one day. Kent State will pay nominal rent of \$1.00.

Environmental Inspection

CTL Engineering of Ohio, Inc. (“CTL”) performed a Phase I Environmental Site Assessment for the Site. In that connection, CTL prepared a report dated May 19, 2026 (the “Phase I Report”). The Phase I Report states its purpose

was to identify environmental conditions in connection with the Site. The Phase I Report states that CTL conducted the Phase I environmental site assessment in general accordance with the ASTM Standard Practice E 1527-21, consistent with a level of care and skill ordinarily practiced by the environmental consulting profession currently providing similar services under similar circumstances. The Phase I Report is subject to a number of limitations and disclaimers, and disclosed a significant assumption regarding the flow of shallow groundwater.

The Phase I Report did not identify any recognized environmental conditions, controlled recognized conditions, historic recognized environmental conditions, *de minimis* conditions or significant data gaps in connection with the Site. Accordingly, no further environmental assessment was recommended.

However, the following two business environmental risks were identified:

- Based on CTL's review of a previous asbestos survey conducted in 2011, multiple asbestos containing materials ("ACMs") were identified in association with the existing building on the subject property; and
- Since the existing building on the subject property was constructed in 1956, there is a moderate to high potential for lead-based paint being present.

The Phase I Report expressed the following opinions regarding the business environmental risks identified:

- The findings and recommendations of the prior asbestos survey report should be adhered to; and
- Contractors should be notified that the OSHA Lead-in Construction Standard applies to all contractors involved in demolition or renovation activities that may disturb existing painted or coated substrates. Contractors that disturb the paint are responsible for complying with all aspects of the OSHA Lead in Construction Standard.

The Phase I Report speaks only as of its date, and CTL has not been asked to perform any additional assessments other than as described herein. Further, the Phase I Report is subject to the limitations and disclaimers specified therein. Potential investors may refer to the complete Phase I Report for a full understanding of such limitations, and for additional information pertinent to the assessments. Costs incurred by the Borrower with respect to environmental remediation or liability could adversely affect their respective financial conditions. See "CERTAIN RISK FACTORS – Limitations on Value of the Facility and to Remedies under the Mortgage – *Hazardous Substances*" in the forepart of this Official Statement.

No Appraisal

No appraisal has been obtained for the Facilities, or for the value of the Site, in connection with the issuance of the Bonds. See "CERTAIN RISK FACTORS – No Appraisal" in the forepart of this Official Statement.

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OPERATING AND FINANCIAL INFORMATION

Historical Financial Results

The following table and graphs present summary financials of the Borrower for fiscal years 2020-2021 through 2024-2025.

TABLE 18
SUMMARY FINANCIAL RESULTS
2020-21 through 2024-25
The Borrower

	2020-21	2021-22	2022-23	2023-24	2024-25
Income Statement					
Total Operating Revenues	\$7,895,258	\$8,719,032	\$8,461,621	\$9,025,780	\$9,634,500
Total Operating Expenses	7,144,381	9,961,645	10,165,300	11,140,641	12,861,793
Operating Surplus / (Deficit)	750,877	(1,242,613)	(1,703,679)	(2,114,861)	(3,227,293)
Non-Operating Revenues, net	3,494,310	1,244,969	1,063,754	3,103,650	3,289,619
Change in Net Position	\$4,245,187	\$2,356	(\$639,925)	\$988,789	\$62,326
Plus: Depreciation	47,518	1,274,024	1,306,947	1,333,105	1,330,911
Change in Net Position Before Depreciation	\$4,292,705	\$1,276,380	\$667,022	\$2,321,894	\$1,393,237
Balance Sheet					
Cash & Cash Equivalents	\$4,857,368	\$5,815,427	\$6,132,372	\$7,475,805	\$8,593,285
Total Assets	27,613,554	32,556,044	31,761,589	31,917,026	31,979,044
Total Liabilities	1,613,662	6,553,797	6,399,266	5,565,914	6,028,978
Total Net Position	\$25,999,892	\$26,002,248	\$25,362,323	\$26,351,112	\$25,950,066
Unrestricted Net Position	2,281,505	3,917,865	4,362,898	6,420,805	6,985,962

Sources: The Borrower, Audited Financial Reports for Fiscal Years 2020-21 through 2024-25.

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The following table presents the audited statements of net position for the Borrower for fiscal years 2020-21 through 2024-25.

TABLE 19
STATEMENT OF NET POSITION
2020-21 through 2024-25

The Borrower	2020-21 (audited)	2021-22 (audited)	2022-23 (audited)	2023-24 (audited)	2024-25 (audited)
Assets:					
Current assets:					
Equity in pooled cash and cash equivalents	\$4,857,368	\$5,815,427	\$6,132,372	\$7,475,805	\$8,593,285
Receivables:					
Accounts	15,905	17,886	27,579	39,556	69,642
Intergovernmental	242,811	104,463	58,347	44,348	161,078
Prepayments	36,308	12,433	34,160	32,046	82,065
Total current assets	5,152,392	5,950,210	6,252,458	7,591,755	8,906,070
Non-current assets					
Depreciable capital assets, net	323,016	--	--	--	--
Capital assets being depreciated/amortized, net	22,138,146	26,605,835	25,509,131	24,325,271	23,072,974
Total non-current assets	22,461,162	26,605,835	25,509,131	24,325,271	23,072,974
Total assets	27,613,554	32,556,045	31,761,589	31,917,026	31,979,044
Liabilities:					
Current liabilities:					
Accounts payable	80,823	121,010	125,478	99,784	73,619
Contracts payable	--	--	--	19,261	--
Leases payable	9,695	193,843	252,997	257,421	275,832
Intergovernmental payable	622,819	1,425,426	1,391,210	859,160	1,193,433
Accrued interest payable	--	59,221	44,428	13,467	12,232
Loans payable	847,361	--	--	--	--
Total current liabilities	1,560,698	1,799,500	1,814,113	1,249,093	1,555,116
Non-current liabilities:					
Intergovernmental payable	39,525	55,509	86,560	75,649	446,835
Leases payable	13,439	4,698,788	4,498,593	4,241,172	4,027,027
Total non-current liabilities	52,964	4,754,297	4,585,153	4,316,821	4,473,862
Total liabilities	1,613,662	6,553,797	6,399,266	5,565,914	6,028,978
Net position:					
Net investment in capital assets	22,421,186	21,713,204	20,757,541	19,807,417	18,770,115
Restricted for capital projects	1,027,360	179,701	38,655	48,792	--
Restricted for locally funded programs	56,860	68,817	60,859	43,697	192,211
Restricted for state programs	208,402	122,661	123,936	18,290	--
Restricted for federal programs	4,579	--	18,434	12,111	1,778
Unrestricted	2,281,505	3,917,865	4,362,898	6,420,805	6,985,962
Total net position	\$25,999,892	\$26,002,248	\$25,362,323	\$26,351,112	\$25,950,066

Sources: The Borrower, Audited Financial Reports for Fiscal Years 2020-21 through 2024-25.

Management Discussion & Analysis – Statement of Net Position. From 2020-21 to 2024-25 the Borrower increased Cash and Cash Equivalents by \$3.7 million (76.9%), from \$4.9 million to \$8.6 million. Over the same period, Total Assets grew by \$4.4 million (15.8%), from \$27.6 million to \$32.0 million, while Total Liabilities grew by \$4.4 million (273.6%), from \$1.6 million to \$6.0 million, an increase driven almost entirely by the one-time recognition of lease liabilities in 2021-22 due to a change in accounting principles, which lifted non-current leases payable from approximately \$13 thousand to roughly \$4.0 million. As a result, Total Net Position was essentially flat over the period at approximately \$26.0 million (-0.2%); however, the composition of net position shifted favorably toward financial flexibility, with Unrestricted Net Position increasing by \$4.7M (206.2%), from \$2.3 million to \$7.0 million, even as Net Investment in Capital Assets declined by \$3.7 million (16.3%) as amortization of leased and capital assets outpaced additions. Total Liabilities equal 18.9% of Total Assets in 2024-25, up from 5.8% in 2020-21, a step-up that reflects the lease-liability recognition rather than new borrowed money.

The following table presents the audited statements of revenues, expenses and changes in net position for the Borrower for fiscal years 2020-21 through 2024-25.

TABLE 20
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
2020-21 through 2024-25
The Borrower

	<i>2020-21 (audited)</i>	<i>2021-22 (audited)</i>	<i>2022-23 (audited)</i>	<i>2023-24 (audited)</i>	<i>2024-25 (audited)</i>
Operating revenues					
State Foundation	\$7,725,453	\$8,526,603	\$8,241,097	\$8,824,293	\$9,437,696
Tuition and fees	135,045	162,793	173,992	156,748	168,541
Miscellaneous	34,760	29,636	46,532	44,739	28,263
Total operating revenues	7,895,258	8,719,032	8,461,621	9,025,780	9,634,500
Operating expenses:					
Purchased services	6,610,528	7,955,494	8,181,138	9,124,509	10,833,117
Materials and supplies	427,054	653,569	603,863	578,759	596,891
Other	59,281	78,558	73,352	104,268	100,874
Depreciation/amortization	47,518	1,274,024	1,306,947	1,333,105	1,330,911
Total operating expenses	7,144,381	9,961,645	10,165,300	11,140,641	12,861,793
Operating income (loss)	750,877	(1,242,613)	(1,703,679)	(2,114,861)	(3,227,293)
Non-operating revenues:					
Federal, State and local grants	3,494,398	1,195,842	1,120,018	2,900,214	3,038,819
Intergovernmental	--	(687,757)	--	--	--
Interest earnings	1,320	1,744	109,974	299,239	372,433
Other financial assistance – forgiveness of PPP loan	--	847,361	--	--	--
Contributions and donations	--	38,443	9,413	13,782	11,678
Interest and fiscal charges	(1,408)	(150,664)	(175,651)	(109,585)	(133,311)
Total nonoperating revenues	3,494,310	1,244,969	1,063,754	3,103,650	3,289,619
Change in net position	4,245,187	2,356	(639,925)	988,789	62,326
Net position at beginning of fiscal year	21,754,705	25,999,892	26,002,248	25,362,323	26,351,112
Restatement – change in accounting principle	--	--	--	--	(463,372)
Net position at beginning of fiscal year, restated	--	--	--	--	25,887,740
Net position at end of fiscal year	\$25,999,892	\$26,002,248	\$25,362,323	\$26,351,112	\$25,950,066

Sources: *The Borrower, Audited Financial Reports for Fiscal Years 2020-21 through 2024-25.*

Management Discussion & Analysis – Statement of Change in Net Position. From 2020-21 to 2024-25 the Borrower grew total revenues (operating plus net non-operating) by approximately \$1.5 million (13.5%), from \$11.4 million to \$12.9 million, while Total Operating Revenues alone increased by \$1.7 million (22.0%), from \$7.9 million to \$9.6 million. Because 2020-21 was elevated by approximately \$3.5 million of non-operating grant receipts, looking at the period between 2021-22 and 2024-25, total revenues grew from \$10.0 million to \$12.9 million, an increase of \$3.0 million (29.7%). The primary source of revenues has been State foundation aid, which has consistently comprised approximately 98% of Total Operating Revenues and ranged from roughly 68% to 87% of total revenues across the period, growing from \$7.7 million to \$9.4 million. That growth was supported by the School first qualifying for the State’s Quality Independent STEM Schools Support Program in 2023-24, which lifted gross per-pupil state foundational aid 44.9%, from \$8,348 to \$12,094. Federal, state and local grants, recorded within non-operating revenues, have been larger and more variable, ranging from about \$1.1 million (12% of total revenues) to \$3.5 million (31%), and included one-time COVID-era items such as \$847,361 of Paycheck Protection Program (“PPP”) loan forgiveness in 2021-22; COVID-19 stimulus funding (ESSER and related programs) peaked at approximately \$0.6 million in 2022-23 and had

largely run off to \$0.1 million by 2023-24. The Borrower recorded a positive change in net position in four of the five years, ranging from \$4.2 million in 2020-21 (37.3% of total revenues, boosted by elevated grant receipts) to \$2,356 in 2021-22 (0.0%), a negative \$0.6 million in 2022-23 (the only deficit year, -6.7%), \$1.0 million in 2023-24 (8.2%), and \$62,326 in 2024-25 (0.5%). Excluding depreciation, the Borrower generated positive results in every year, with change in net position before depreciation ranging from \$4.3 million to \$0.7 million.

TABLE 21
OPERATING BUDGET TO ACTUAL
May 31, 2026
Bio-Med Science Academy STEM School

	<i>FY 2025 Actuals</i>	<i>FY 2026 Annual Budget</i>	<i>Year to Date Budget</i>	<i>Year to Date Actuals</i>	<i>May 31, 2026 Actuals</i>	<i>Percentage Received/ Expended</i>	<i>Student FTE⁽¹⁾ RPP/CPP⁽²⁾</i>
CASH:							
Beginning Cash Balance	\$7,427,013	\$8,593,285	\$8,593,285	\$8,593,285	\$8,803,963	--	883.62 ⁽¹⁾
REVENUES:							
Interest Earnings	\$372,433	\$340,000	\$311,667	\$302,876	\$26,480	89.1%	384.78
Sales	--	234	215	234	--	100.0%	0.26
Freshman/Senior Camp Fees	9,984	11,995	10,995	14,165	--	118.1%	13.57
Fees for Materials	73,031	88,512	81,136	78,155	9,103	88.3%	100.17
Early Drop Off/Late Pick-Up Fees	3,844	3,500	3,208	2,157	201	61.6%	3.96
Private Grants/Donations	3,918	575	527	1,527	368	265.5%	0.65
Miscellaneous Receipts	81,015	21,453	19,665	19,883	1,159	92.7%	24.28
High Quality Funds	2,282,292	1,753,278	1,607,172	1,478,870	142,471	84.3%	1,984.20
State Foundation Funds	9,523,200	9,809,136	8,991,708	9,210,373	814,835	93.9%	11,101.08
Food Service Fund	51,435	89,545	82,083	48,774	10,855	54.5%	101.34
CAO/Helping Hands School Support Fund	1,045	13,550	12,421	5,951	121	43.9%	15.33
Student Activity Funds	56,041	75,560	69,264	47,960	8,351	63.5%	85.51
Other Grant Funds	135,000	252,000	231,000	176,000	--	69.8%	285.19
State Grant Funds	60,000	2,000	1,833	2,058	--	102.9%	2.26
Federal Grant Funds	351,424	361,234	331,131	22,894	--	6.3%	408.81
Total Revenue	\$13,004,662	\$12,822,572	\$11,754,024	\$11,411,877	\$1,013,944	89.0%	14,511.41
OPERATING EXPENDITURES:							
Salaries & Benefits	\$7,657,542	\$8,213,733	\$7,529,255	\$7,681,886	\$702,302	93.5%	9,295.55
Purchased Services	2,841,074	3,470,588	3,181,372	2,622,808	192,213	75.6%	3,927.69
Supplies and Materials	607,279	650,570	596,356	351,985	42,949	54.1%	736.26
Capital Outlay	11,384	173,000	158,583	80,647	--	--	--
Other Objects	66,987	213,031	195,278	137,675	12,240	64.6%	241.09
Total Operating Expenditures	\$11,184,266	\$12,720,922	\$11,660,845	\$10,875,001	\$949,704	85.5%	14,200.59
OTHER FUNDS:							
Food Service Fund	\$74,509	\$89,560	\$82,097	\$64,191	\$6,227	71.7%	101.36
Student Activity Funds	29,018	91,220	83,618	35,194	1,217	38.6%	103.23
CAO/Helping Hands School Support Fund	3,877	13,550	12,421	7,418	1,683	54.7%	15.33
Other Grant Funds	124,148	202,093	185,252	171,059	16,756	84.6%	228.71
State Grant Funds	79,926	2,000	1,833	1,000	--	50.0%	2.26
Federal Grant Funds	342,647	338,340	310,145	8,979	--	2.7%	382.90
Total Other Funds	\$654,124	\$736,763	\$675,366	\$287,842	\$25,883	39.1%	833.80
Total Expenditures	\$11,838,390	\$13,457,685	\$12,336,211	\$11,162,842	\$975,588	82.9%	15,034.39
Excess Rev & Oth Fin Sources over (under) Exp	\$1,166,272	(\$635,112)	(\$582,186)	\$249,034	\$38,357		
Ending Cash Balance	\$8,593,285	\$7,958,173	\$8,011,099	\$8,842,319	\$8,842,319		

⁽¹⁾ Full-time equivalent enrollment.

⁽²⁾ RPP = "Revenue Per Pupil"; CPP = "Cost Per Pupil".

Source: *The Borrower*.

Financial Statements

The audited financial statements of the Borrower for the Fiscal Year ended June 30, 2025 (the “2024-25 Audit”) are set forth in “APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE BORROWER FOR THE FISCAL YEAR ENDED JUNE 30, 2025” attached to this Official Statement. Charles E. Harris & Associates, Inc. (the “Auditor”), the Borrower’s independent auditor, has not been engaged to perform and has not performed, since the date of the 2024-25 Audit, any procedures on the financial statements addressed in the 2024-25 Audit. The Auditor also has not performed any procedures relating to this Official Statement.

The Borrower maintains its accounts, appropriations, and other fiscal records on a cash basis. The State’s auditor (the “State Auditor”) is charged by law with the responsibility for auditing the financial statements of each taxing subdivision and most public agencies and institutions. A financial report for each Fiscal Year is required to be filed with the State Auditor pursuant to Revised Code Section 117.38. Such reports are required to be submitted to the State Auditor at the close of each fiscal year. At the time of filing of such report, the Treasurer is required to publish a notice that the report is completed and available for review in the Treasurer’s office.

The most recent review of the Borrower’s financial statements by the State Auditor was completed through the Fiscal Year ending June 30, 2025. The State Auditor did not make any management recommendations, require any adjustments, or make any findings for recovery relating to the 2024-25 Audit. No bring-down procedures have been undertaken by the State Auditor since the date of the 2024-25 Audit.

State Aid Payments

The State is the primary source of funding for public schools, including independent STEM schools such as the School. The Department’s General Revenue Fund budget represents the largest component of primary and secondary education support. These dollars, along with profits from the Ohio Lottery and from sports gaming tax profits, fund the State’s 611 public school districts, 49 joint vocational school districts, 335 public community schools and 8 independent STEM schools.

Much of this money is distributed through the continued phase-in of the State’s foundation funding formula (the “Funding Formula”) first implemented in Fiscal Year 2022. The Funding Formula funds students where they are educated rather than where they live, and establishes a base cost methodology using student/teacher ratios, minimum staffing levels and actual costs. This results in a unique base cost per pupil for each school in the State. Additionally, the Funding Formula provides supplemental money based on student need and demographics. This includes funding for students with disabilities, English learners, gifted students, economically disadvantaged students and those participating in career-technical education.

The below chart shows the historic amount of operating revenues the School has received from State foundation aid (“State Foundation Aid”), the change year-over-year, and the percentage of overall operating revenue the State Foundation Aid represents for the School. See “CERTAIN RISK FACTORS – Dependence on State Payments that are Subject to Annual Appropriation and Political Factors; Quality Community Schools Support Fund” in the forepart of this Official Statement.

The large increase in State Foundation Aid in 2023-24 was largely due to the School becoming eligible for additional funding for the first time under the State’s Quality Independent STEM School Support Program, which provides additional per-pupil funding to Ohio Independent STEM schools that meet certain performance criteria. See “CERTAIN RISK FACTORS – Dependence on State Payments that are Subject to Annual Appropriation and Political Factors; Supplemental Funding Dependent on Designation as School of Quality” in the forepart of this Official Statement.

TABLE 22
STATE FOUNDATION AID
2020-21 through 2025-26
The School

<i>Fiscal Year</i>	<i>Total State Foundation Aid</i>	<i>State Foundation Aid Per Pupil</i>	<i>Percent Change over Prior Year (Per Pupil)</i>
2020-21	\$7,796,434.66	\$7,995.93	6.03%
2021-22	8,595,867.71	8,372.16	4.71
2022-23	8,303,515.48	8,348.43	-0.28
2023-24	11,223,075.09	12,093.83	44.86 ⁽¹⁾
2024-25	11,805,492.53	13,015.26	7.62
2025-26 ⁽²⁾	11,562,414.10	13,063.10	0.37

⁽¹⁾ 2023-2024 was the first year in which the School received funding under the State’s Quality Independent STEM Schools Support Programs.

⁽²⁾ Projected.

Source: *The Borrower*.

CARES Act Funding

In response to the COVID–19 pandemic, the federal government passed the CARES Act which provided funding for many different types of businesses and units of government. As part of the CARES Act, the Governor’s Education Relief Fund (the “GEER Fund”) was established, whereby the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (“LEAs”) and other education-related entities with emergency assistance as a result of COVID-19. The CARES Act also established the Elementary and Secondary School Emergency Relief Fund (the “ESSER Fund”), whereby the U.S. Department of Education awards grants to state education agencies (SEAs), who in turn award sub-grants to schools that apply for funding. Lastly, the CARES Act established the Coronavirus Relief Fund (the “CRF”), which provides payments to State, Local, and Tribal Governments navigating the impact of the COVID-19 outbreak.

On March 10, 2021, the United States Congress passed the “American Rescue Plan Act of 2021 (the “2021 COVID Rescue Act”) which President Biden signed into law on March 11, 2021. Under the provisions of the 2021 COVID Rescue Act, there was an additional round of ESSER Fund funding in fiscal year 2022 that was approximately double the amount received in ESSER Fund round two funding. The provisions of the 2021 COVID Rescue Act were broader than other prior federal COVID relief provisions. CRF funding, ESSER Fund funding and the other funding for K-12 education under the CARES Act and the 2021 COVID Rescue Act were all one-time funding of K-12 education programs from the federal government and is not funding that is anticipated to be continued in the future and the financial projections set forth in this Official Statement do not project that such funding will continue.

Below are tables summarizing the COVID-19 related stimulus funding received by the Borrower.

TABLE 23
COVID-19 STIMULUS FUNDING
2020-21 through 2023-24
The Borrower

<i>Funding</i>	<i>2020-21</i>	<i>2021-22</i>	<i>2022-23</i>	<i>2023-24</i>
ESSER I	\$26,863.57	\$ -	\$ -	\$ -
ESSER II	-	195,974.63	-	-
ESSER III	-	293,552.49	354,387.73	139,863.03
CRF	20,585.46	2,806.70	-	-
IWIP	-	-	288,238.92	5,515.03
Total:	\$47,449.03	\$492,333.82	\$642,626.65	\$145,378.06

Source: The Borrower.

Facility Leases

The table below shows the existing lease agreements of the Borrower.

TABLE 24
EXISTING LEASES
The Borrower

<i>Campus</i>	<i>Landlord</i>	<i>Expiration</i>	<i>2025-26 Payment</i>
Shalersville (K-4)	Shalersville Township Board of Trustees	June 30, 2027	\$65,000
Ravenna (5-6)	Family & Community Services, Inc.	June 30, 2039	\$160,312
Rootstown (7-12) ⁽¹⁾	Northeast Ohio Medical University	June 30, 2037	\$565,000 ⁽²⁾
		June 30, 2045	\$150,000 ⁽³⁾

⁽¹⁾ The Borrower leases space under two separate leases from Northeast Ohio Medical University.

⁽²⁾ Budgeted. Rent due is equal to 12% of the annual Opportunity Grant Funding, Graduation Bonus, Facilities Funding and Casino Tax Funds, or any other non-designated funds that the Borrower receives from the State of Ohio for the portion of the School's enrollment served at the Rootstown campus.

⁽³⁾ Subject to annual CPI adjustment beginning with the 2026-2027 school year.

Source: The Borrower.

Shalersville Lease. The Borrower currently occupies the Shalersville Campus pursuant to a Lease Agreement for Educational Use of Real Property, effective January 3, 2016 (the "Shalersville Lease"), between the Shalersville Township Board of Trustees and the Borrower. The Shalersville Lease has a term expiring on June 30, 2027, and the Borrower has thereunder the right of first refusal to negotiate for a renewal or a new lease upon terms mutually agreeable to the parties. In the event the Project is delayed, there can be no assurance that the Borrower will be able to extend the term under the Shalersville Lease in the event the Project is not completed prior to the expiration of the term thereof. In such an event, the Borrower may have to identify alternative facilities until the completion of the Project. Pursuant to the Shalersville Lease the Borrower owes annual rent (in biannual installments) in the amount of \$65,000.

Ravenna Lease. The Borrower currently occupies the Ravenna Campus pursuant to a Commercial Lease Agreement dated February 1, 2019 (the "Ravenna Lease"), between Family & Community Services, Inc. and the

Borrower. The Ravenna Lease has a term expiring on June 30, 2039. Pursuant to the Ravenna Lease the Borrower owes monthly rent in the amount of \$13,359.33.

The Borrower intends to terminate the Ravenna Lease following the completion of the Project and relocation of a portion of the School to the Facilities. However, the Borrower currently has no right to terminate the Ravenna Lease at its convenience. The Borrower intends to negotiate with the lessor to terminate, however there can be no assurance that the Borrower will be able to negotiate an early termination of the Ravenna Lease. The financial projections included herein assume the continuation of the Ravenna Lease, and the associated lease cost is included in the “Other purchased services” line item. See “FINANCIAL PROJECTIONS & COVERAGE RATIOS – Interim Forecast – Financial Projection Table”, herein.

Rootstown Lease. The Borrower currently occupies the Rootstown Campus pursuant to the Rootstown Leases, between Northeast Ohio Medical University and the Borrower. The Rootstown Leases have terms expiring on June 30, 2037 and June 30, 2045, respectively. Pursuant to the Rootstown Leases, the Borrower owes nominal monthly rent of \$1 per month, plus a Common Area Charge of \$565,000 and \$150,000 annually (adjusted annually according to the Consumer Price Index) payable in equal monthly installments., respectively.

The Borrower has operated at the Rootstown Campus since 2016, and the Borrower enjoys a long collaborative relationship with Northeast Ohio Medical University. The Borrower presently anticipates that the Rootstown Leases will be renewed or extended prior to their expiration in June 2037 and 2045, respectively.

The Ground Lease. The Borrower occupies the Site, on which the Facilities is located, pursuant to the Ground Lease. See “GROUND LEASE” in the forepart of this Official Statement. The Ground Lease has a term expiring on June 30, 2061, and includes five (5) extension options. The Borrower owes annual rent of \$10.00 per year under the Ground Lease as base rent, and certain additional amounts as more fully described in “GROUND LEASE” in the forepart of this Official Statement.

Following the completion of the Project, which is expected to occur prior to the beginning of the 2027-28 school year, the Borrower expects to consolidate the kindergarten through grade 6 of the School from the Shalersville Campus and the Ravenna Campus to the Facilities. At such time, the Borrower expects to terminate the Shalersville Lease and the Ravenna Lease. However, the Borrower currently has no right to terminate the Ravenna Lease at its convenience. The Borrower intends to negotiate with the lessor to terminate, however there can be no assurance that the Borrower will be able to negotiate an early termination of the Ravenna Lease.

Insurance

The Borrower carries liability, fleet, and property insurance, as well as excess property and excess liability insurance, flood insurance, and cyber liability insurance, among others. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

No Material Litigation

No action, suit, proceeding or investigation at law or in equity, before or by any court, governmental agency or public board or body is pending or, to the knowledge of the Borrower, threatened, affecting the validity of the Loan Agreement or the Bonds or contesting the corporate existence of the Borrower or its authority to operate the School pursuant to STEM school designation.

The Borrower is subject to lawsuits and claims in the ordinary course of its operations. In the opinion of the management of the Borrower, the aggregate amount of the uninsured liabilities for such lawsuits and claims will not materially affect the finances of the Borrower or its operation of the School.

FINANCIAL PROJECTIONS AND COVERAGE RATIOS

Notwithstanding the Borrower's history of performance, future financial performance of the Borrower may not equal or exceed the projections set forth in this Official Statement. No assurance is given that such projections will be met, or that the number of students attending the School may not diminish in the future. The projections of revenue and expenses for the Borrower contained in this Appendix A are based upon the number of students projected to be enrolled at the School and were prepared by the Borrower and have not been independently verified by any party other than the Borrower. See "THE SCHOOL – Admissions, Enrollment, Attendance, Demographics and Student Retention" herein for information regarding current and projected enrollment of the School.

No feasibility studies have been conducted with respect to operations of the Facilities or the Non-Pledged Campuses pertinent to the Bonds. The projections are "forward-looking statements" and are subject to the general qualifications and limitations described herein. The Underwriter has not independently verified the Borrower projections set forth in Appendix A or otherwise, and makes no representations nor gives any assurances that such projections, or the assumptions underlying them, are complete or correct. Further, the projections relate only to a limited number of fiscal years, and consequently do not cover the entire period that the Bonds will be outstanding.

THE BORROWER PREPARED THE PROJECTIONS BASED ON ASSUMPTIONS ABOUT FUTURE STATE FUNDING LEVELS AND FUTURE OPERATIONS OF THE NON-PLEDGED CAMPUSES AND THE FACILITIES, INCLUDING STUDENT ENROLLMENT AND EXPENSES. THERE CAN BE NO ASSURANCE THAT ACTUAL ENROLLMENT REVENUES AND EXPENSES WILL BE CONSISTENT WITH THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS. MOREOVER, NO GUARANTEE CAN BE MADE THAT THE PROJECTIONS OF REVENUES AND EXPENSES INCLUDED HEREIN WILL CORRESPOND WITH THE RESULTS ACTUALLY ACHIEVED IN THE FUTURE BECAUSE THERE CAN BE NO ASSURANCE THAT ACTUAL EVENTS WILL CORRESPOND WITH THE PROJECTIONS' UNDERLYING ASSUMPTIONS. ACTUAL OPERATING RESULTS MAY BE AFFECTED BY MANY FACTORS, INCLUDING, BUT NOT LIMITED TO, INCREASED COSTS, LOWER THAN ANTICIPATED REVENUES (AS A RESULT OF INSUFFICIENT ENROLLMENT, REDUCED STATE OR FEDERAL AID PAYMENTS, OR OTHERWISE), EMPLOYEE RELATIONS, CHANGES IN TAXES, CHANGES IN APPLICABLE GOVERNMENT REGULATIONS, CHANGES IN DEMOGRAPHIC TRENDS, CHANGES IN EDUCATION COMPETITION AND CHANGES IN LOCAL OR GENERAL ECONOMIC CONDITIONS. REFER TO "INTRODUCTION" IN THE FOREPART OF THIS OFFICIAL STATEMENT FOR QUALIFICATION AND LIMITATIONS APPLICABLE TO FORWARD-LOOKING STATEMENTS.

Overview

The following discussion presents management's analysis of the projected financial results of the Borrower for the fiscal years ending June 30, 2026 through June 30, 2029, together with certain assumptions underlying the projections.

Management believes that the most recent financial forecast filed with the State of Ohio in February 2026 (the "February 2026 State Forecast") is conservative and does not represent management's best estimate of the School's future results. That forecast was prepared early in the fiscal year, before key information was available, and on the deliberately conservative basis the School has historically applied to its State required forecasts. Accordingly, the projections presented herein reflect management's interim forecast (the "Interim Forecast"), which incorporates more complete and current information and which management believes more reasonably represents the School's expected future operations. The following sections describe the primary reasons for the difference between the February 2026 State Forecast and the Interim Forecast.

Statutory Forecast Requirements

STEM schools in Ohio are required by law to prepare and file financial forecasts with the State of Ohio on a recurring basis throughout each fiscal year. These statutorily required forecasts are prepared primarily for State oversight and compliance purposes.

House Bill 96 (“HB 96”), the State’s FY2026–2027 biennial operating budget enacted on June 30, 2025, modified both the content and the timing of the required forecast submissions effective beginning with fiscal year 2026, as summarized below.

<i>Requirement</i>	<i>Prior to HB 96</i>	<i>Following HB 96</i>
Forecast horizon	5-year forecast	4-year forecast
Submission months	November and May	August and February

The February 2026 State Forecast

Fiscal year 2026 is the first year in which the School’s February forecast submission was required under HB 96. Because the February deadline fell earlier in the fiscal year than the School’s historical May filing, the School did not yet have adequate data at the time of submission to accurately forecast subsequent years’ results. As a result, the February 2026 State Forecast was prepared on a deliberately conservative basis. Management cautions that it should not be read as management’s best estimate of future results, for the following reasons:

- **Conservative posture driven by incomplete data.** The earlier filing deadline meant key inputs were not yet known with sufficient certainty.
- **Historical conservatism and outperformance.** Consistent with its long-standing practice, the School has traditionally approached its State-filed forecasts conservatively and has historically outperformed those forecasts. See the table titled “Historical Forecast Variance” below.
- **Treatment of STEM quality funding.** The February 2026 State Forecast did not yet reflect the staffing adjustments that would be required if certain State funding (described below) does not return in future years, because management believes that funding may be restored.

The following table illustrates the School’s historical pattern of outperforming State-filed forecasts:

Historical Forecast Variance

<i>Fiscal Year</i>	<i>Forecasted Net Result⁽¹⁾ (October of Prior Fiscal Year)</i>	<i>Actual Net Result⁽¹⁾</i>	<i>Variance (\$)</i>
FY2025	\$125,940	\$1,117,481	+\$991,541
FY2024	(\$630,630)	\$1,343,434	+\$1,974,064
FY2023	(\$1,046,405)	\$316,944	+\$1,363,349

⁽¹⁾ Based on non-GAAP cash-basis used to prepare the financial forecast.

The February 2026 State Forecast is included herein.

Quality Independent STEM School Support Funding

Under the Quality Independent STEM School Support Program, the State designates qualifying schools as “Independent STEM Schools of Quality” and pays each designated school up to \$3,000 per fiscal year for each economically disadvantaged student and up to \$2,250 per fiscal year for each other enrolled student. If the State’s appropriation to the program is insufficient to fully fund the calculated award amounts, payments to eligible schools

are prorated. HB 96 appropriated \$115 million and \$125 million to the program (which also includes community schools) in fiscal years 2026 and 2027, respectively.

TABLE 25
STATE APPROPRIATION – QUALITY COMMUNITY AND
INDEPENDENT STEM SCHOOLS SUPPORT
Fiscal Years 2025 through 2027

<i>Fund/ALI</i>	<i>FY 2025 Actual</i>	<i>FY 2026 Appropriation</i>	<i>FY 2027 Appropriation</i>
Fund 7017 ALI 200631, Quality Community and Independent STEM Schools Support	\$102,453,004	\$115,000,000	\$125,000,000
<i>% change</i>	--	12.2%	8.7%

The School received funding under this program in fiscal year 2024 (\$2,298,972) and fiscal year 2025 (\$2,282,292). In fiscal year 2026, the School is projected to receive a prorated amount of 80% (\$1,764,746) of the funding it is eligible for, due to oversubscription of the program. Because the School does not expect to receive the full funding amount in fiscal year 2026, it has not incorporated full funding into the February 2026 State Forecast and the Interim Forecast but rather assumes all the School receives a prorated amount of 75%.

The School is actively working alongside other Ohio STEM schools to advocate an increase in amounts appropriated for this program in future State budgets. Because management believes the full funding of this program may return, the February 2026 State Forecast did not yet incorporate the staffing levels that would otherwise be necessary to offset a sustained reduction of this funding.

Management’s Interim Forecast

With the 2025-2026 school year nearing completion, the School has prepared the Interim Forecast, which management believes more reasonably projects future-year expectations based on more complete and current information. The Interim Forecast incorporates the following key changes relative to the February 2026 State Forecast:

- **Faster enrollment ramp to 1,200 students.** The Interim Forecast assumes a more rapid ramp in enrollment toward a target of 1,200 students, supported by very strong inquiries for next year’s enrollment (479 information session registrations, compared to 106 last year). This growth is further supported by the planned consolidation of the Shalersville Campus and the Ravenna Campus into the Facilities, located in the higher-density community of Kent, Ohio, which management believes expands the School’s addressable enrollment base.
- **Stable staffing levels despite enrollment growth.** Notwithstanding the projected enrollment increase, the Interim Forecast holds staffing levels approximately stable by eliminating one administrative position and several support staff positions while adding five teaching positions to accommodate growth.

Enrollment

	<i>FY2026</i>	<i>FY2027</i>	<i>FY2028</i>	<i>FY2029</i>
Enrollment—February 2026 State Forecast	922 ⁽¹⁾	1,005	1,137	1,190
Enrollment —Interim Forecast	922 ⁽¹⁾	1,000	1,170	1,200
Difference	--	-5	+33	+10

⁽¹⁾ Interim forecast maintained originally budgeted enrollment for fiscal year 2025-26, actual enrollment is 896 (883.62 FTEs).

Source: *The Borrower*.

Staffing

<i>Position Category</i>	<i>February 2026 State Forecast (FY2029 – Stabilized)</i>	<i>Interim Forecast (FY2029 – Stabilized)</i>	<i>Change</i>
Teaching staff	71	69	-2
Administrators	5	4	-1
Guidance Counselors	4	4	--
Support staff	41	33	-8
Total FTE	121	110	-11

Summary of Significant Forecast Assumptions

The projections are based on a number of significant assumptions, the most important of which are summarized below. There can be no assurance that the assumptions will prove accurate; actual results may differ materially:

- **Enrollment.** Assumes growth to 1,200 students by fiscal year 2028-29, as shown in the prior enrollment table.
- **Staffing.** Assumes relatively flat staffing by reducing support staff and slightly increasing teachers while also increasing the student-to-teacher ratio from 17 to 20.
- **State foundation revenue.** Assumes approximately 7% growth in per-pupil state foundation funding next year and 0% per-pupil growth thereafter.
- **Quality Independent STEM School Support funding.** Due to oversubscription resulting in a pro-rata funding of 80% in fiscal year 2025-26, future years assume the program will continue to be oversubscribed and is only funded at 75%.
- **Other revenue.** Assumes receipt of Federal grant funds based on students qualifying for services (Title I and Part B-IDEA funds) and based on the School's status as a qualifying school in Ohio for Federal grant funds allocated by the Ohio Department of Education (Title II-A and Title IV-A), with estimates based on actual allocations for fiscal year 2025-26 plus carryover balances from fiscal year 2024-25, with future years assuming increases in funding consistent with increased enrollment projections.

Future year State grant funds assume only the receipt of \$1,000 in state lunch reimbursements for food service.

Donations include private and corporate fundraising efforts, and for fiscal year 2025-26 include actual donations received through February 2026. For future years, other revenue includes estimated receipt of \$10,550 in annual donations in support of the Borrower's Helping Hands initiative, which estimates in support of the Helping Hands initiative and student activities are based on historical data.

Other revenue includes interest income based on historical data, and assumes that cash balance and interest rates will stay consistent.

- **Salaries & wages.** For fiscal year 2026-27, assumptions include the use of the CAO's salary estimates. Beginning with fiscal year 2027-28, assumptions include a 3.5% base salary increase for each staff member and alternate between a 3% or 3.5% increase each year for fiscal year 2027-28 and beyond.
- **Benefits.** Assumes 10% annual increase on medical and dental premiums.
- **Other purchased services.** Accounts for fixed-item costs such as utilities (electricity, gas, water, and telephone) and property insurance. Other budgeted items in this area include professional/technical

services, property services, leases, repairs/maintenance, College Credit Plus, postage, legal fees, and staff development.

- **Capital expenditures.** Capital expenditures in 2026-27 represent the spend-down of bond proceeds on the Project.
- **2026 Bonds net proceeds.** Fiscal year 2026-27 reflects the receipt of net bond proceeds for the Project.
- **2026 Bonds net debt service.** Debt service shown is net of Borrower capitalized interest through December 2027.

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Interim Forecast – Financial Projection Table

The following table provides the School's detailed projected operating results under the Interim Forecast for the projection period.

TABLE 26
FINANCIAL PROJECTIONS
Actual FY 2025 through Forecasted FY 2029
Bio-Med Science Academy STEM School

<i>Bio-Med Science Academy STEM School</i>	<i>Actual FY 2025⁽¹⁾</i>	<i>Budgeted⁽²⁾ FY 2026</i>	<i>Forecasted FY 2027</i>	<i>Forecasted FY 2028</i>	<i>Forecasted FY 2029</i>
Operating Statistics					
Enrollment	929	922 ⁽³⁾	1,000	1,170	1,200
<i>Annual Increase</i>	--	(7)	+78	+170	+30
Student-Teacher Ratio	14.5	14.4	15.6	17.0	17.4
Teachers (Full-time & Part-time)	64	64	64	69	69
Administrators	6	5	5	4	4
Guidance Counselors	4	4	4	4	4
Support Staff (Full-time & Part-time)	32	38	36	34	33
Total Staff	106	111 ⁽⁴⁾	109	111	110
<i>Annual Increase</i>	--	+5	(2)	+2	(1)
Operating Receipts					
State Foundation Payments	\$11,805,493	\$11,562,414	\$13,370,976	\$15,568,318	\$15,980,846
Charges for Services	7,641	8,000	8,000	8,000	8,000
Fees	135,873	175,036	171,295	187,615	190,495
Other	171,362	229,938	221,500	21,500	21,500
Total Operating Receipts	\$12,120,369	\$11,975,388	\$13,771,771	\$15,785,433	\$16,200,841
Operating Disbursements					
400 Purchased Services	\$11,066,631	\$12,245,079	\$26,898,482	\$12,973,953	\$13,266,951
<i>Salaries and Wages</i>	--	6,270,102	6,804,169	6,918,252	7,012,316
<i>Benefits</i>	--	2,345,658	2,590,476	2,662,939	2,798,314
<i>Other Operating Purchased Services⁽⁵⁾</i>	--	3,629,319	3,594,346	3,392,761	3,456,321
<i>Capital Expenditures (2026 Project)⁽⁶⁾</i>	--	--	13,909,492	--	--
500 Supplies and Materials	646,830	692,701	700,611	721,343	742,097
600 Capital Outlay - New	28,924	173,000	71,000	71,000	71,000
800 Other	96,005	252,805	176,001	176,879	177,774
Total Operating Disbursements	\$11,838,390	\$13,363,584	\$27,846,094	\$13,943,174	\$14,257,821
Operating Surplus / (Deficit)	\$281,979	(\$1,388,196)	(\$14,074,323)	\$1,842,260	\$1,943,019

⁽¹⁾ Presented on a non-GAAP cash-basis used to prepare the financial forecast.

⁽²⁾ Budgeted financials for FY2025-26; see table 20 for budget vs. actual through May 2026.

⁽³⁾ Budgeted enrollment, actual enrollment is 896 (883.62 FTEs).

⁽⁴⁾ Budgeted staffing, actual staffing is 107; see table 3 for 2025-26 staffing levels.

⁽⁵⁾ Other operating purchased services includes the cost of the assumed continuation of the Ravenna Lease at \$13,359.33/month (\$160,312/year).

⁽⁶⁾ Capital Expenditures (2026 Project) represent funds spent on the Project.

⁽⁷⁾ Budgeted result; as of May 2026 the Borrower had year-to-date positive financial results of \$249,034; see table 20 for budget vs. actual through May 2026.

⁽⁸⁾ Equal to operating disbursements plus net debt service less capital expenditures (2026 Project) and capital outlay-new.

Source: *The Borrower*.

TABLE 26 (continued)
FINANCIAL PROJECTIONS
Actual FY 2025 through Forecasted FY 2029
Bio-Med Science Academy STEM School

<i>Bio-Med Science Academy STEM School</i>	<i>Actual FY 2025⁽¹⁾</i>	<i>Budgeted⁽²⁾ FY 2026</i>	<i>Forecasted FY 2027</i>	<i>Forecasted FY 2028</i>	<i>Forecasted FY 2029</i>
Nonoperating Receipts / (Disbursements)					
Federal Grants	\$394,512	\$398,409	\$359,227	\$392,214	\$450,381
State Grants	61,255	3,000	1,000	1,000	1,000
Donations	7,301	11,675	10,550	10,550	10,550
Interest Income	372,433	340,000	390,000	340,000	340,000
2026 Bonds Proceeds	--	--	13,909,492	--	--
2026 Bonds Net Debt Service	--	--	--	(495,347)	(1,154,994)
Total Nonoperating Revenues / (Expenses)	\$835,502	\$753,084	\$14,670,269	\$248,418	(\$353,063)
Total Surplus / (Deficit)	\$1,117,480	(\$635,112)⁽⁷⁾	\$595,946	\$2,090,677	\$1,589,956
Debt Service Coverage					
Less: 2026 Bonds Proceeds	--	--	(13,909,492)	--	--
Plus: Capital Expenditures (2026 Project)	--	--	13,909,492	--	--
Plus: Capital Expenditures (ongoing)	28,924	173,000	71,000	71,000	71,000
Plus: 2026 Bonds Net Debt Service	--	--	--	495,347	1,154,994
Net Income Available for Debt Service	\$1,146,405	(\$462,112)	\$666,946	\$2,657,024	\$2,815,950
Debt Service	--	--	--	495,347	1,154,994
Debt Service Coverage Ratio	N/A	N/A	N/A	5.36x	2.44x
Fund Cash Balance					
Fund Cash Balance, Beginning of Fiscal Year		\$8,593,285	\$7,958,173	\$7,520,401	\$9,611,078
Plus: Total Surplus / (Deficit)		(635,112) ⁽⁷⁾	595,946	2,090,677	1,589,956
Less: 2026 Bonds Proceeds		--	(13,909,492)	--	--
Plus: 2026 Bonds Capital Expenditures		--	13,909,492	--	--
Less: Equity Contribution to 2026 Bonds		--	(1,033,718)	--	--
Fund Cash Balance, End of Fiscal Year	\$8,593,285	\$7,958,173	\$7,520,401	\$9,611,078	\$11,201,034
Operating Expenses for DCOH⁽⁸⁾	\$11,809,466	\$13,190,584	\$13,865,602	\$14,367,521	\$15,341,815
Days Cash on Hand	266	220	198	244	266

(1) Presented on a non-GAAP cash-basis used to prepare the financial forecast.

(2) Budgeted financials for FY2025-26; see table 20 for budget vs. actual through May 2026.

(3) Budgeted enrollment, actual enrollment is 896 (883.62 FTEs).

(4) Budgeted staffing, actual staffing is 107; see table 3 for 2025-26 staffing levels.

(5) Other operating purchased services includes the cost of the assumed continuation of the Ravenna Lease at \$13,359.33/month (\$160,312/year).

(6) Capital Expenditures (2026 Project) represent funds spent on the Project.

(7) Budgeted result; as of May 2026 the Borrower had year-to-date positive financial results of \$249,034; see table 20 for budget vs. actual through May 2026.

(8) Equal to operating disbursements plus net debt service less capital expenditures (2026 Project) and capital outlay-new.

Source: *The Borrower*.

FEBRUARY 2026 STATE FORECAST

FIVE YEAR FORECAST

FY26 - February 2026 Submission
IRN No.

014231

County: Portage

Bio-Med Science Academy STEM School

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2023 through 2025, Actual and
the Fiscal Years Ending June 30, 2026 through 2029, Forecasted

	Actual			Forecasted			
	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029
<u>Operating Receipts</u>							
State Foundation Payments (3110, 3211)	\$ 8,303,515.48	\$ 11,223,075.09	\$ 11,805,492.53	\$ 11,562,414.10	\$ 13,105,975.85	\$ 14,862,207.26	\$ 15,171,227.42
Charges for Services (1500)	\$ 20,098.44	\$ 11,139.15	\$ 7,641.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Fees (1600, 1700)	\$ 148,687.41	\$ 136,891.80	\$ 135,873.18	\$ 175,036.00	\$ 171,295.00	\$ 184,447.00	\$ 186,655.00
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$ 110,759.70	\$ 64,835.92	\$ 171,362.28	\$ 229,938.00	\$ 21,500.00	\$ 21,500.00	\$ 21,500.00
Total Operating Receipts	\$ 8,583,061.03	\$ 11,435,941.96	\$ 12,120,368.99	\$ 11,975,388.10	\$ 13,306,770.85	\$ 15,076,154.26	\$ 15,387,382.42
<u>Operating Disbursements</u>							
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
400 Purchased Services	\$ 8,569,312.13	\$ 9,448,901.62	\$ 11,066,630.76	\$ 17,245,078.64	\$ 22,517,414.19	\$ 14,369,320.18	\$ 14,872,873.84
500 Supplies and Materials	\$ 668,713.18	\$ 533,649.11	\$ 646,830.03	\$ 692,701.02	\$ 700,610.70	\$ 721,342.72	\$ 742,096.70
600 Capital Outlay - New	\$ 111,829.32	\$ 129,988.47	\$ 28,924.48	\$ 173,000.00	\$ 71,000.00	\$ 71,000.00	\$ 71,000.00
700 Capital Outlay - Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
800 Other	\$ 85,624.32	\$ 792,401.93	\$ 96,005.07	\$ 252,804.54	\$ 176,000.85	\$ 176,878.53	\$ 177,773.53
Total Operating Disbursements	\$ 9,435,478.95	\$ 10,904,941.13	\$ 11,838,390.34	\$ 18,363,584.20	\$ 23,465,025.74	\$ 15,338,541.43	\$ 15,863,744.07
Excess of Operating Receipts Over (Under)							
Operating Disbursements	\$ (852,417.92)	\$ 531,000.83	\$ 281,978.65	\$ (6,388,196.10)	\$ (10,158,254.88)	\$ (262,387.17)	\$ (476,361.65)
<u>Nonoperating Receipts/(Disbursements)</u>							
Federal Grants (all 4000 except fund 532)	\$ 1,038,802.37	\$ 492,095.09	\$ 394,512.37	\$ 398,408.65	\$ 359,226.88	\$ 390,883.84	\$ 437,711.68
Federal Fiscal Stabilization Funds (SFSF)	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	\$ 10,984.63	\$ 7,316.85	\$ 61,255.14	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Donations (1820)	\$ 9,600.92	\$ 13,781.66	\$ 7,301.16	\$ 11,675.03	\$ 10,550.00	\$ 10,550.00	\$ 10,550.00
Interest Income (1400)	\$ 109,973.73	\$ 299,238.95	\$ 372,432.89	\$ 340,000.00	\$ 390,000.00	\$ 340,000.00	\$ 340,000.00
Debt Proceeds (1900)	\$ -	\$ -	\$ -	\$ 14,500,000.00	\$ -	\$ -	\$ -
Debt Principal Retirement	\$ -	\$ -	\$ -	\$ -	\$ (922,420.00)	\$ (922,420.00)	\$ (922,420.00)
Interest and Fiscal Charges	\$ -	\$ -	\$ -	\$ -	\$ (77,580.00)	\$ (77,580.00)	\$ (77,580.00)
Transfers - In	\$ 141,585.81	\$ 2,796.52	\$ 48,791.74	\$ 44,100.36	\$ 1,045,240.00	\$ 1,039,716.16	\$ 1,038,788.80
Transfers - Out	\$ (141,585.81)	\$ (2,796.52)	\$ (48,791.74)	\$ (44,100.36)	\$ (1,045,240.00)	\$ (1,039,716.16)	\$ (1,038,788.80)
Total Nonoperating Revenues/(Expenses)	\$ 1,169,361.65	\$ 812,432.55	\$ 835,501.56	\$ 15,253,083.68	\$ (239,223.12)	\$ (257,566.16)	\$ (210,738.32)

FIVE YEAR FORECAST

Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$	316,943.73	\$	1,343,433.38	\$	1,117,480.21	\$	8,864,887.58	\$	(10,397,478.00)	\$	(519,953.33)	\$	(687,099.97)
Fund Cash Balance Beginning of Fiscal Year	\$	5,815,427.82	\$	6,132,371.55	\$	7,475,804.93	\$	8,593,285.14	\$	17,458,172.72	\$	7,060,694.71	\$	6,540,741.38
Fund Cash Balance End of Fiscal Year	\$	6,132,371.55	\$	7,475,804.93	\$	8,593,285.14	\$	17,458,172.72	\$	7,060,694.71	\$	6,540,741.38	\$	5,853,641.40

Disclosure Items for State Fiscal Stabilization Funds

Personal Services SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Employees Retirement/Insurance Benefits SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Purchased Services SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Supplies and Materials SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Capital Outlay SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Expenditures - SDFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX

Assumptions:

The staff at Bio-Med are hired through the Educational Service Center Council of Governments (ESC-COG) and are considered ESC-COG employees that are leased to Bio-Med as a purchased service. This is evident on the Five-Year Forecast as there are no expenses reported in the 100 & 200 object rows. All salaries/wages and benefits fall under the "Purchased Services" (400 object) row along with other purchased services like consultants, insurance, maintenance, etc. The main revenue source is per pupil State funding flowing directly to Bio-Med monthly through state foundation payments. Therefore, the main driver for funding is per pupil FTE numbers which are estimated to cap at 1,160 in FY 2029. Revenues from various local, State, and Federal grants are assumed through the forecast. ESC-COG bills Bio-Med for reimbursement of salaries & benefits paid on Bio-Med's behalf semi-monthly.

Below are Student and Staff Estimations:

	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>
Per Pupil FTE's	907.05	922	1000	1137	1160
Teachers (Full-time & Part-time)	64	64	64	71	71
Administrators	6	5	5	5	5
Guidance Counselors	4	4	4	4	4
Support Staff (Full-time & Part-time)	32	38	38	41	41

OPERATING RECEIPTS

State Foundation - In FY 2026 we assume that we will be funded for approximately 885 students. For FY 2026 - FY 2029 we've incorporated the new funding formula that was approved as part of HB 110 and HB 33 and which has now been fully implemented. HB 96 was just passed and includes the continuation of the new funding formula phase in for FY 2026 and FY 2027. In FY 2027 we increase enrollment estimates to 1,000 students. In FY 2028 we increase enrollment estimates to 1,137 students. In FY 2029 we increase enrollment estimates to 1,160 students. To account for attrition we use 96% of our estimated enrollment to calculate our expected funded enrollment. When appropriate we will enroll additional students from our weight list to ensure that we reach our funded enrollment estimate. Our per pupil amount is anticipated to increase to approximately \$10,146 in FY 2026, \$10,879 in FY 2027 and \$10,839 for FY 2028 and FY 2029 for the six core foundation line items. Facilities funding is calculated at \$980.41 (should be \$1,000) per student for FY 2026 - FY 2029 (which is the calculation reflected on our February 2026 foundation payment report). HB 110 also included deduction adjustments for CTE and catastrophic costs which have been incorporated as deductions in my State Foundation revenue estimates for FY 2026 through FY 2029. HB 33 increased facilities funding from \$500 to \$1,000 per pupil, incorporated funding for high quality STEM schools and allowed the use of 2022 data to calculate the base cost per pupil. HB 96 did not include any major changes in funding.

FIVE YEAR FORECAST

Charges for Services - Includes food service lunch fees paid by students and teachers. FY 2026 and beyond are based on historical data and commensurate with enrollment.

Fees - Includes charges for student fees and student activity fees. FY 2026 and beyond are based on historical data and commensurate with student enrollment.

Other Receipts - Estimates for FY 2026 include early drop off/late pick up fees, miscellaneous receipts, refunds of prior year expenditures plus several local grant funds that have been awarded. For FY 2027 and beyond our assumptions only include \$3,500 for early drop off/late pack up, \$15,000 in miscellaneous revenues, and \$3,000 in Helping Hands revenues. Assumptions for FY 2027 and beyond are based on historical data.

OPERATING DISBURSEMENTS

Salaries and Wages - (Included above in the Purchased Service line) Includes the salaries of the entire faculty and staff including base salary increases and stipends. For FY 2026 we used actual salaries and benefit elections as of February 2026. For FY 2026 we included market adjustments for our staff. We also have estimates built in for stipend payments for FY 2026 through FY 2029. For FY 2027 we are using the CAO's salary estimates. Beginning with FY 2028 we include a 3.5% base salary increase for each staff member and alternate between a 3% or 3.5% increase each year for FY 2028 and beyond. These costs are reflected in the purchased services line as a contract with the ESC of Central Ohio Council of Governments.

Benefits - (Included above in the Purchased Service line) This category consists of mandatory contributions for retirement, Medicare, unemployment, and workers' compensation, as well as, health, dental and life insurance premiums. Employers are required to contribute 14% of payroll to the State Teachers Retirement System (STRS) and the School Employees Retirement System (SERS). Retirement cost increases are in direct correlation to salary and wage increases. All employees hired after April 1, 1986 are required to pay Medicare taxes. The employer is required to pay a matching 1.45% of all salaries and wages for those employees. The Ohio Bureau of Workers' Compensation payments will continue to increase as wages increase. FY 2023 reflects a 6% increase in our PPO Health plan premiums, a 9% increase in our high deductible Health plan premiums, and a 0% increase in Dental premiums. FY 2024 reflects a 15% increase in Health premiums and Dental premiums due to a high claims year. FY 2025 reflects a 11.7% increase in our Health premiums and 0% increase in Dental premiums. FY 2026 reflects a 7% increase in our Health premiums and 0% increase in Dental premiums. FY 2027 and beyond reflect a 10% increase each year in Health and Dental insurance premiums which is consistent with current trend data. These costs are reflected in the purchased services line as a contract with the ESC of Central Ohio Council of Governments. The table below shows the total estimated for salary & benefit costs for each year of the forecast. The amounts below are included in the total purchased services line of the forecast.

	Total Salary	Total Benefits	Total Salary & Benefits
ACTUAL - FY 2022			\$5,903,421.40
ACTUAL - FY 2023			\$6,325,578.66
ACTUAL - FY 2024			\$6,880,770.77
FY 2025			\$7,977,290.89
FY 2026			\$8,615,760.04
FY 2027	\$6,814,720.24	\$2,607,387.19	\$9,422,107.43
FY 2028	\$7,736,285.45	\$3,038,196.09	\$10,774,481.54
FY 2029	\$7,962,974.01	\$3,245,146.23	\$11,208,120.25

Purchased Services - This category accounts for fixed-item costs such as utilities (electricity, gas, water, and telephone) and property insurance. Other budgeted items in this area include professional/technical services, property services, leases, repairs/maintenance, College Credit Plus, postage, legal fees, and staff development.

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Total Purchased Services	\$9,448,901.62	\$11,066,630.76	\$17,245,078.64	\$22,517,414.19	\$14,369,320.18	\$14,872,873.84
Less Salaries & Benefits	-\$6,880,770.77	-\$7,977,290.89	-\$8,615,760.04	-\$9,422,107.43	-\$10,774,481.54	-\$11,208,120.25
Purchase Services Only	\$2,568,130.85	\$3,089,339.87	\$8,629,318.60	\$13,095,306.76	\$3,594,838.64	\$3,664,753.59

Supplies and Materials - This category accounts for instructional supplies, office supplies, library books, software, fuel,

FIVE YEAR FORECAST

Capital Outlay - This category accounts for the purchase of new and/or replacement equipment that meets or exceeds our capitalization threshold of \$2,500. FY 2023 includes equipment purchased with local and federal grant funds. FY 2024 includes a van purchase with a cost of approximately \$80,000. FY 2026 includes another van purchase with an estimated cost of \$85,000. This category is re-evaluated every year during the appropriation process.

Other - This category accounts for items such as fleet and liability insurance premiums, taxes and assessments, county auditor/treasurer fees, memberships and annual financial audit fees.

NON-OPERATING RECEIPTS/DISBURSEMENTS

Federal Grant Funds - CCIP Federal Grant Funds consist of Title I (Poverty based remediation), Part B-IDEA (Special Education), IDEA Early Childhood Special Education (Special Education ages 3-5), Title II-A (Improving teacher quality), and Title IV-A (Student Support & Academic Enrichment) programs. Title I and Part B-IDEA are funded based on students who qualify for these services, while Title II-A and Title IV-A are allocated by the Ohio Department of Education to all qualifying schools statewide. Our federal revenue estimates are based on actual allocations for FY 2026 plus an carryover balances from FY 2025. For FY 2027 and beyond, we assume federal funding for Title I, Part B-IDEA, IDEA Early Childhood Special Education, Title II-A and Title IV-A to increase consistent with increased enrollment projections. FY 2023 includes \$347,359.45 that we were awarded as part of the ARP ESSER State Activity grant. We spent 100% of our ESSER allocation by the end of FY 2024.

State Grant Funds - For FY 2023 we received a K-12 Network Subsidy grant for \$1,800, a School Safety Grant for \$5,645.29, and \$3,539.34 in state lunch reimbursements. For FY 2024 we received an additional \$1,997.52 for the K-12 Network Subsidy grant, \$334.80 in state lunch reimbursements, and \$4,475.68 for a school safety grant from the Ohio Attorney General's Office. For FY 2025 we received an Ohio TECHCRED grant totaling \$60,000 in addition to the \$1,146.74 that we have received in state lunch reimbursement. For FY 2026 we received a K-12 Network Subsidy grant for \$2,000 and we are assuming that we will receive \$1,000 in state lunch reimbursements for our food service program. For FY 2027 and beyond we are only assuming to receive \$1,000 in state lunch reimbursements for our food service program.

Donations - Donations include private and corporate fundraising efforts. For FY 2026 we included actual donations received through February 2026. For FY 2027 and beyond we are estimating to receive \$10,550 in annual donations in support of our Helping Hands initiative. Donation estimates in support of our Helping Hands initiative and student activities are based on historical data.

Interest Income - Interest income assumptions are based on historical data and assume that our cash balance and interest rates will stay consistent.

Debt Proceeds - In order to finance our expansion project we are currently working to issue approximately \$14,500,000 in bonds. We expect to receive the bonds proceeds in late May or early June. The bond proceeds will be used to pay for the costs to renovate the Kent State building over the next year and a half. The construction costs are budgeted in the purchased services line in FY 2026 with the remaining costs included in FY 2027, which is why we see a significant increase in purchased services in these two years.

Debt Retirement & Interest Payments - Once the renovation project is complete we will begin making debt service payments to repay the \$14,500,000 that we financed in bonds. We expect debt retirement and interest payments to be approximately \$1,000,000 starting in FY 2027 and will continue for the next 24+ years.

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF THE BORROWER
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

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BIO-MED SCIENCE ACADEMY STEM SCHOOL

PORTAGE COUNTY

Regular Audit

For the Years Ended June 30, 2025





65 East State Street
Columbus, Ohio 43215
ContactUs@ohioauditor.gov
800-282-0370

Board of Directors
Bio-Med Science Academy STEM School
4209 State Route 44
Rootstown, Ohio 44272

We have reviewed the *Independent Auditor's Report* of the Bio-Med Science Academy STEM School, Portage County, prepared by Charles E. Harris & Associates, Inc., for the audit period July 1, 2024 through June 30, 2025. Based upon this review, we have accepted these reports in lieu of the audit required by Section 117.11, Revised Code. The Auditor of State did not audit the accompanying financial statements and, accordingly, we are unable to express, and do not express an opinion on them.

Our review was made in reference to the applicable sections of legislative criteria, as reflected by the Ohio Constitution, and the Revised Code, policies, procedures and guidelines of the Auditor of State, regulations and grant requirements. The Bio-Med Science Academy STEM School is responsible for compliance with these laws and regulations.

KEITH FABER
Ohio Auditor of State

Tiffany L. Ridenbaugh, CPA, CFE, CGFM
Chief Deputy Auditor

April 21, 2026

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**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY
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INDEPENDENT AUDITOR'S REPORT

Bio-Med Science Academy STEM School
Portage County
4209 State Route 44
Rootstown, OH 44272

To the Board of Directors:

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Bio-Med Science Academy STEM School, Portage County, Ohio (the School), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the School's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the School as of June 30, 2025, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with the accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the School, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 3 to the financial statements, the School adopted new accounting guidance in Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*. We did not modify our opinion regarding this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, no such opinion is expressed.
- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the School's ability to continue as a going concern for a reasonable period of time.

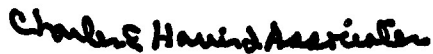
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 30, 2026, on our consideration of the School's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.



Charles E. Harris & Associates, Inc.
January 30, 2026

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

The management's discussion and analysis of the Bio-Med Science Academy STEM School (the "School's") financial performance provides an overall review of the School's financial activities for the fiscal year ended June 30, 2025. The intent of this discussion and analysis is to look at the School's financial performance as a whole. Readers should also review the basic financial statements and the related notes to enhance their understanding of the School's financial performance.

The School opened on July 1, 2013, with the students from the previous Bio-Med Science Academy community school. The students were transferred to the School as sophomores and a new freshman class was added. As of August 2015, the School had students in all four high school grades and in June 2016 graduated its first senior class. In December 2016, the School signed a ten and one-half year (10.5-year) lease with Shalersville Township effective January 1, 2017 through June 30, 2027. For the use of the former Shalersville Elementary School building. The building is used to house the new Bio-Med Science Academy STEM School's Lower Academy and currently has students in grades kindergarten through four. The School also leases a building from Family & Community Services, Inc. for its Ravenna Campus, which currently has students in fifth and sixth grade.

The School's Rootstown Campus is housed at Northeast Ohio Medical University (NEOMED) in Rootstown, Ohio, which currently has students in grades seven through twelve. The School does not have any employees, but instead leases all staff from the Educational Service Center Council of Governments (ESCCOG). NEOMED bills the School monthly for rent, which includes maintenance, utilities, and common area expenses, and the ESCCOG bills the School monthly for salaries and benefits paid. In addition, the School has contracted with the ESCCOG to act as its fiscal agent.

Financial Highlights

Key financial highlights for fiscal year 2025 are as follows:

- Net position at June 30, 2025 was \$25,950,066. This represents an increase of \$62,326 compared to the prior year.
- The School had total revenues of \$13,057,430, including operating revenues of \$9,634,500 and non-operating revenues of \$3,422,930. These revenues supported operating expenses of \$12,861,793 and non-operating expenses of \$133,311 during fiscal year 2025.

Using the Basic Financial Statements

This annual report consists of a series of financial statements and notes to those statements. These statements are organized so the reader can understand the School's financial activities. The statement of net position and the statement of revenues, expenses, and changes in net position provide information about the activities of the School, including all short-term and long-term financial resources and obligations. The statement of cash flows provides information about how the School finances and meets the cash flow needs of its operations.

Reporting the School's Financial Activities

Statement of Net Position, Statement of Revenues, Expenses, and Changes in Net Position, and the Statement of Cash Flows

These documents look at all financial transactions and ask the question, "How did the School perform financially during fiscal year 2025?" The statement of net position and the statement of revenues, expenses, and changes in net position answer this question. These statements include all assets, liabilities, revenues, and expenses using the accrual basis of accounting, similar to the accounting used by most private-sector companies. This basis of accounting will take into account all of the current year's revenues and expenses, regardless of when cash is received or paid.

These two statements report the School's net position and changes in net position. This change in net position is important because it tells the reader that the financial position of the School has improved or diminished. The causes of this change may be the result of many factors, some financial, some nonfinancial. These statements can be found on pages 7 and 8 of this report. The statement of cash flows can be found on page 9.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

The notes provide additional information that is essential to a full understanding of the data provided in the financial statements. These notes to the basic financial statements can be found on pages 11-20 of this report.

The table below provides a summary of the School's net position at June 30, 2025 and June 30, 2024. Amounts for fiscal year 2025 have been presented in accordance with the provisions of GASB Statement No. 101 (see Note 3 in the notes to the basic financial statements), while amounts for fiscal year 2024 have been presented in accordance with previous guidance.

Net Position

	<u>2025</u>	<u>2024</u>
<u>Assets</u>		
Current assets	\$ 8,906,070	\$ 7,591,755
Capital assets, net	<u>23,072,974</u>	<u>24,325,271</u>
Total assets	<u>31,979,044</u>	<u>31,917,026</u>
<u>Liabilities</u>		
Current liabilities	1,555,116	1,249,093
Long-term liabilities	<u>4,473,862</u>	<u>4,316,821</u>
Total liabilities	<u>6,028,978</u>	<u>5,565,914</u>
<u>Net position</u>		
Net investment in capital assets	18,770,115	19,807,417
Restricted	193,989	122,890
Unrestricted	<u>6,985,962</u>	<u>6,420,805</u>
Total net position	<u>\$ 25,950,066</u>	<u>\$ 26,351,112</u>

Over time, net position can serve as a useful indicator of a government's financial position. As of June 30, 2025, the School's assets exceeded liabilities by \$25,950,066. Of this total, \$193,989 is restricted in use and \$6,985,962 is unrestricted.

Assets

Current assets as of June 30, 2025 consist of cash and cash equivalents, receivables, and prepayments. The School's capital assets consist of leasehold improvements, equipment, vehicles, and intangible right-to-use assets for buildings, equipment, and software. Capital assets are used to provide services to the students and are not available for future spending; therefore, the School's net investment in capital assets is presented as a separate component of net position.

Liabilities

Current liabilities consist of accounts payable, intergovernmental payable, accrued interest payable, and the current portion of the School's lease obligations. Long-term liabilities include an intergovernmental payable and leases payable. The intergovernmental payable is primarily amounts owed to the ESCCOG for expenses paid for salaries and benefits on behalf of the School. A portion of this is reported as a long-term liability.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

The following table shows the changes in net position for fiscal years 2025 and 2024. For fiscal year 2025, the School has implemented GASB Statement No. 101 (see Note 3 in the notes to the basic financial statements); the effect of this implementation is reported in the following table as a restatement.

Change in Net Position

	2025	2024
<u>Operating revenues:</u>		
State Foundation	\$ 9,437,696	\$ 8,824,293
Tuition and fees	168,541	156,748
Miscellaneous	28,263	44,739
Total operating revenues	<u>9,634,500</u>	<u>9,025,780</u>
<u>Operating expenses:</u>		
Purchased services	10,833,117	9,124,509
Materials and supplies	596,891	578,759
Other	100,874	104,268
Depreciation/amortization	1,330,911	1,333,105
Total operating expenses	<u>12,861,793</u>	<u>11,140,641</u>
<u>Non-operating revenues (expenses):</u>		
Federal, State, and local grants	3,038,819	2,900,214
Interest earnings	372,433	299,239
Contributions and donations	11,678	13,782
Interest and fiscal charges	(133,311)	(109,585)
Total non-operating revenues (expenses)	<u>3,289,619</u>	<u>3,103,650</u>
Change in net position	62,326	988,789
Net position at the beginning of the fiscal year, as previously reported	26,351,112	25,362,323
Restatement - change in accounting principle	<u>(463,372)</u>	<u>-</u>
Net position at the beginning of the fiscal year, restated	<u>25,887,740</u>	<u>25,362,323</u>
Net position at the end of the fiscal year	<u><u>\$ 25,950,066</u></u>	<u><u>\$ 26,351,112</u></u>

As the preceding table illustrates, the School's primary source of operating revenue is State Foundation revenue, which is allocated to schools throughout the State based in part on the enrolled Average Daily Membership (ADM) reported by the schools. The School's ADM for fiscal year 2025 was 907 compared to 928 in 2024; however, State Foundation revenue still increased due to additional funding from the High Quality Community School Support program. The School's other main source of funding is federal, state, and local grants, and the School also earns interest on its investment in the State Treasury Asset Reserve of Ohio.

The main component of expenses for the School is purchased services, which accounted for 84.2% of all operating expenses in fiscal year 2025. These expenses consist primarily of professional and technical services, including payments made under the School's services contract with the ESCCOG. Refer to Note 13 in the notes to the basic financial statements for additional detail on the components of purchased services expenses. Another significant operating expense is depreciation/amortization, which includes amortization on the School's right-to-use assets under lease and subscription-based information technology arrangement (SBITA) contracts.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

Capital Assets

As of June 30, 2025, the School's capital assets consist of leasehold improvements, equipment, vehicles, and intangible right-to-use assets for buildings and equipment in the amount of \$23,072,974 (net of accumulated depreciation/amortization). Capital asset acquisitions in fiscal year 2025 were related to two new leases for copiers and one new software subscription. Total capital asset additions for the year amounted to \$78,614 and depreciation/amortization expense was \$1,330,911. See Note 5 in the notes to the basic financial statements for detail on the School's capital assets.

Debt Administration

Long-term debt outstanding for the School consists of lease obligations for the right-to-use buildings and equipment. As of June 30, 2025, the balance is \$4,302,859, of which \$275,832 is due within one year. See Note 7 in the notes to the basic financial statements for detail on the capital leases and loan.

Current Issues

The School receives approximately 98% of its operating revenues from the Ohio Department of Education and Workforce in the form of State Foundation revenues. Thus, the School is heavily reliant on the State funding formula in its ability to continue to provide quality educational services to its students. Currently, the School's allocation for fiscal year 2026 is approximately \$9.8 million.

Contacting the School's Financial Management

This financial report is designed to provide citizens, investors, and creditors with a general overview of the School's finances and to show the School's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Tammy Rizzo, Treasurer of the Bio-Med Science Academy STEM School, 2080 Citygate Drive, Columbus, Ohio 43219.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

STATEMENT OF NET POSITION
JUNE 30, 2025

Assets:

Current assets:

Equity in pooled cash and cash equivalents	\$ 8,593,285
Receivables:	
Accounts	69,642
Intergovernmental	161,078
Prepayments	82,065

Total current assets	<u>8,906,070</u>

Non-current assets:

Capital assets being depreciated/amortized, net	23,072,974

Total non-current assets	<u>23,072,974</u>

Total assets	<u>31,979,044</u>

Liabilities:

Current liabilities:

Accounts payable	73,619
Intergovernmental payable	1,193,433
Leases payable	275,832
Accrued interest payable	12,232

Total current liabilities	<u>1,555,116</u>

Non-current liabilities:

Intergovernmental payable	446,835
Leases payable	4,027,027

Total non-current liabilities	<u>4,473,862</u>

Total liabilities	<u>6,028,978</u>

Net position:

Net investment in capital assets	18,770,115
Restricted for locally funded programs	192,211
Restricted for federal programs	1,778
Unrestricted	6,985,962

Total net position	<u>\$ 25,950,066</u>

SEE ACCOMPANYING NOTES TO THE BASIC FINANCIAL STATEMENTS

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Operating revenues:	
State Foundation	\$ 9,437,696
Tuition and fees	168,541
Miscellaneous	28,263
Total operating revenues	<u>9,634,500</u>
Operating expenses:	
Purchased services	10,833,117
Materials and supplies	596,891
Other	100,874
Depreciation/amortization	1,330,911
Total operating expenses	<u>12,861,793</u>
Operating loss	<u>(3,227,293)</u>
Non-operating revenues (expenses):	
Federal, State, and local grants	3,038,819
Interest earnings	372,433
Contributions and donations	11,678
Interest and fiscal charges	(133,311)
Total non-operating revenues (expenses)	<u>3,289,619</u>
Change in net position	62,326
Net position at beginning of year, as previously reported	26,351,112
Restatement - change in accounting principle	<u>(463,372)</u>
Net position at beginning of the year, restated	<u>25,887,740</u>
Net position at end of the year	<u><u>\$ 25,950,066</u></u>

SEE ACCOMPANYING NOTES TO THE BASIC FINANCIAL STATEMENTS

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**STATEMENT OF CASH FLOWS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

Cash flows from operating activities:	
Cash received from State Foundation	\$ 9,462,665
Cash received from tuition and fees	143,067
Cash received from miscellaneous sources	28,263
Cash payments for purchased services	(10,667,202)
Cash payments for materials and supplies	(639,562)
Cash payments for other expenses	(94,925)
Net cash used in operating activities	(1,767,694)
Cash flows from noncapital financing activities:	
Cash received from Federal, State, and local grants	2,933,595
Cash received from contributions and donations	7,301
Net cash provided by noncapital financing activities	2,940,896
Cash flows from capital and related financing activities:	
Interest paid	(134,546)
Principal retirement on leases	(264,748)
Acquisition of capital assets	(28,861)
Net cash used in capital and related financing activities	(428,155)
Cash flows from investing activities:	
Interest received	372,433
Net cash provided by investing activities	372,433
Net increase in cash and cash equivalents	1,117,480
Cash and cash equivalents at the beginning of year	7,475,805
Cash and cash equivalents at the end of year	<u><u>\$ 8,593,285</u></u>
Reconciliation of operating loss to net cash used in operating activities:	
Operating loss	\$ (3,227,293)
Adjustments:	
Depreciation/amortization	1,330,911
Changes in assets and liabilities:	
Increase in accounts receivable	(30,086)
Increase in intergovernmental receivable	(7,129)
Increase in prepayments	(50,019)
Decrease in accounts payable	(26,165)
Increase in intergovernmental payable	242,087
Net cash used in operating activities	<u><u>\$ (1,767,694)</u></u>

Non-cash transactions:

The School entered into lease and subscription-based information technology arrangement (SBITA) agreements during the fiscal year ended June 30, 2025 for the right-to-use equipment and software, in the amount of \$78,614.

SEE ACCOMPANYING NOTES TO THE BASIC FINANCIAL STATEMENTS

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**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 1 - DESCRIPTION OF THE SCHOOL

Bio-Med Science Academy STEM School (the "School"), Portage County, Ohio is a legally separate nonprofit corporation served by a seven-member Governing Board and meets the definition of a science, technology, engineering, and math (STEM) school under Chapter 3326 of the Ohio Revised Code. The School, which is a part of the State's education program, is independent of any public school district. The School may sue and be sued, acquire facilities as needed, and contract for any services necessary for the operation of the School.

The School operates under a self-appointed Governing Board (the Board). The School's Code of Regulations specifies that vacancies that arise on the Board are filled by the appointment of a successor director by a majority vote of the then-existing directors.

As further described in Note 10 and Note 11, the School has contracted with the Educational Service Center Council of Governments (ESCCOG) to employ office, teaching and administrative staff of the School. The ESCCOG also serves as the School's fiscal agent. The ESCCOG is a legally separate entity, the results of which are not reflected in the financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the School have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The School's significant accounting policies are described below.

A. Basis of Presentation

The School's basic financial statements consist of a Statement of Net Position, a Statement of Revenues, Expenses, and Changes in Net Position, and a Statement of Cash Flows. Enterprise accounting is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

B. Measurement Focus

Enterprise accounting uses a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities are included on the statement of net position. The statement of revenues, expenses, and changes in net position presents increases (i.e., revenues) and decreases (i.e., expenses) in total net position. The statement of cash flows provides information about how the School finances and meets the cash flow needs of its enterprise activities.

C. Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the basic financial statements. The School's basic financial statements are prepared using the accrual basis of accounting.

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded upon the accrual basis when the exchange takes place.

Nonexchange transactions, in which the School receives value without directly giving equal value in return, include grants, entitlements, and donations. Revenue from grants, entitlements and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the fiscal year when the resources are required to be used or the fiscal year when use is first permitted, matching requirements, in which the School must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the School on a reimbursement basis.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Grants and entitlements received before the eligibility requirements are met are recorded as deferred inflows of resources. Expenses are recognized at the time they are incurred.

D. Budgetary Process

Unlike other public schools located in the State of Ohio, STEM schools are not required to follow budgetary provisions set forth in Ohio Revised Code Section 5705. The School prepares a five-year forecast for planning purposes.

E. Cash and Cash Equivalents

To improve cash management, all cash received by the School is pooled in central bank accounts. Monies for the School are maintained in these accounts or temporarily used to purchase short-term investments.

For presentation on the financial statements, investments of the cash management pool and investments with an original maturity of three months or less at the time they are purchased by the School are considered to be cash equivalents. Investments with an initial maturity of more than three months that are not purchased from the pool are reported as investments.

During fiscal year 2025, the School invested in the State Treasury Asset Reserve of Ohio (STAR Ohio). STAR Ohio is an investment pool managed by the State Treasurer's Office, which allows governments within the State to pool their funds for investment purposes. STAR Ohio is not registered with the United States Securities and Exchange Commission (SEC) as an investment company, but has adopted Governmental Accounting Standards Board (GASB) Statement No. 79, "Certain External Investment Pools and Pool Participants." The School measures its investment in STAR Ohio at the net asset value (NAV) per share provided by STAR Ohio. The NAV per share is calculated on an amortized cost basis that provides an NAV per share that approximates fair value.

There are no limitations or restrictions on any participant withdrawals due to redemption notice periods, liquidity fees, or redemption gates. However, 24 hours' notice in advance of all deposits and withdrawals exceeding \$100 million is encouraged. STAR Ohio reserves the right to limit the transaction to \$250 million, requiring the excess amount to be transacted the following business day or days, but only to the \$250 million limit. All accounts of the participant will be combined for these purposes.

F. Accounts Receivable

Accounts receivable primarily consist of student fees. Uncollectible amounts have been reserved and accounts receivable balances are shown net of the allowance for doubtful accounts.

G. Prepaid Items

Payments made to vendors for services that will benefit periods beyond June 30, 2025 are recorded as prepaid items using the consumption method. A current asset for the prepaid amount is recorded at the time of purchase and an expense is reported in the year in which services are consumed.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

H. Capital Assets and Depreciation

Capital assets are recorded at historical cost on the date of acquisition, or if acquired by gift, at acquisition value on the date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized. The School maintains a capitalization threshold of \$2,500. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized. Interest incurred during the construction of proprietary fund capital assets is also capitalized. In addition, assets having an estimated useful life of more than one year that are below the capitalization threshold and not considered repair or maintenance costs are collectively capitalized on the financial statements when the aggregate of those assets is considered significant.

All capital assets are depreciated/amortized. This is computed using the straight-line method over useful lives ranging from 5-15 years for equipment, 8 years for vehicles, and 20-24 years for leasehold improvements. Intangible right-to-use assets for leases and subscription-based information technology arrangements (SBITAs) are amortized in a systematic and rational manner over the shorter of the estimated useful life of the underlying asset or the term of the lease or subscription-based information technology arrangement. Currently, this is 24 years for leased buildings, 5 years for leased equipment, and 2-3 years for SBITA software.

I. Net Position

Net position represents the difference between assets and liabilities. The net position component "net investment in capital assets," consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the School or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

The School applies restricted resources first when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

J. Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity. For the School, these revenues are payments from the State Foundation Program and sales and charges for services. Operating expenses are necessary costs incurred to provide goods or services that are the primary activities of the School. All revenues and expenses not meeting this definition are reported as non-operating.

K. Intergovernmental Revenue

The School participates in the State Foundation Program through the Ohio Department of Education and Workforce. Revenues from the State Foundation Program are recognized as operating revenue in the accounting period in which all eligibility requirements have been met. Revenues received from other State and Federal programs are recognized as non-operating revenues in the accompanying financial statements. Grants and entitlements are recognized as non-operating revenues in the accounting period in which all eligibility requirements have been met. Eligibility includes timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted; matching requirements, in which the School must provide local resources to be used for a specified purpose; and expenditure requirements, in which the resources are provided to the School on a reimbursement basis.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

L. Estimates

The preparation of basic financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

NOTE 3 - ACCOUNTABILITY AND COMPLIANCE

A. Change in Accounting Principles

For the fiscal year ended June 30, 2025 the School has implemented GASB Statement No. 101, "Compensated Absences" and GASB Statement No. 102, "Certain Risk Disclosures."

GASB Statement No. 101 was issued to meet the informational needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

GASB Statement No. 102 improves financial reporting by providing users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact. As a result, users will have better information with which to understand and anticipate certain risks to a government's financial condition. The implementation of GASB Statement No. 102 did not have an effect on the financial statements of the School.

B. Restatement of Net Position

During fiscal year 2025, there was a change in accounting principle related to the implementation of GASB Statement No. 101, "Compensated Absences." The effect of changing the accounting principle is to decrease net position as previously reported. This is displayed where applicable in the financial statements as "Restatement - change in accounting principle".

NOTE 4 - DEPOSITS AND INVESTMENTS

Monies held by the School are classified by State statute into three categories.

Active monies are public deposits determined to be necessary to meet current demands upon the School treasury. Active monies must be maintained either as cash in the school treasury, in commercial accounts, payable or withdrawable on demand, including negotiable order of withdrawal (NOW) accounts, or in money market deposit accounts.

Inactive deposits are public deposits that the Governing Board has identified as not required for use within the current five-year period of designation of depositories.

Interim deposits are deposits of interim monies. Interim monies are those monies which are not needed for immediate use but which will be needed before the end of the current period of designation of depositories.

Interim monies may be deposited or invested in the following securities:

1. United States Treasury bills, bonds, notes, or any other obligation or security issued by the United States Treasury, or any other obligation guaranteed as to principal and interest by the United States;

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 4 - DEPOSITS AND INVESTMENTS - (Continued)

2. Bonds, notes, debentures, or any other obligation or security issued by any federal government agency or instrumentality, including, but not limited to, the Federal National Mortgage Association, Federal Home Loan Bank, Federal Farm Credit Bank, Federal Home Loan Mortgage Corporation, and Government National Mortgage Association. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities;
3. Written repurchase agreements in the securities listed above provided that the fair value of the securities subject to the repurchase agreement must exceed the principal value of the agreement by at least two percent and be marked to market daily, and that the term of the agreement must not exceed thirty days;
4. Bonds and other obligations of the State of Ohio, and with certain limitations including, a requirement for maturity within ten years from the date of settlement, bonds and other obligations of political subdivisions of the State of Ohio, if training requirements have been met;
5. Time certificates of deposit, savings account or deposit accounts, including, but not limited to, passbook accounts;
6. No-load money market mutual funds consisting exclusively of obligations described in division (1) or (2) and repurchase agreements secured by such obligations, provided that investments in securities described in this division are made only through eligible institutions;
7. The State Treasurer's investment pool, the State Treasury Asset Reserve of Ohio (STAR Ohio); and
8. Certain "bankers' acceptances" for a period not to exceed one hundred eighty days) and commercial paper notes (for a period not to exceed two hundred seventy days) in an amount not to exceed 40 percent of the interim monies available for investment at any one time if training requirements have been met.

Protection of the deposits is provided by the Federal Deposit Insurance Corporation (FDIC), by eligible securities pledged by the financial institution as security for repayment, or by the financial institution's participation in the Ohio Pooled Collateral System (OPCS), a collateral pool of eligible securities deposited with a qualified trustee and pledged to the Treasurer of State to secure the repayment of all public monies deposited in the financial institution.

Investments in stripped principal or interest obligations, reverse repurchase agreements, and derivatives are prohibited. The issuance of taxable notes for the purpose of arbitrage, the use of leverage, and short selling are also prohibited. Except as noted above, an investment must mature within five years from the date of purchase, unless matched to a specific obligation or debt of the School, and must be purchased with the expectation that it will be held to maturity. Investments may only be made through specified dealers and institutions. Payment for investments may be made only upon delivery of the securities representing the investments to the Treasurer or, if the securities are not represented by a certificate, upon receipt of confirmation of transfer from the custodian.

A. Deposits with Financial Institutions

At June 30, 2025, the carrying amount of all School deposits was \$1,169,635 and the bank balance of all School deposits was \$1,296,572. Of the bank balance, \$250,000 was covered by the FDIC and \$1,046,572 was potentially exposed to custodial credit risk as discussed below because those deposits were uninsured and could be uncollateralized. Although all statutory requirements for the deposit of money had been followed, noncompliance with Federal requirements could potentially subject the School to a successful claim by the FDIC.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 4 - DEPOSITS AND INVESTMENTS - (Continued)

Custodial credit risk is the risk that, in the event of bank failure, the School's deposits may not be returned. The School has no deposit policy for custodial credit risk beyond the requirements of State statute. Ohio law requires that deposits either be insured or protected by: (1) eligible securities pledged to the School and deposited with a qualified trustee by the financial institution as security for repayment, whose fair value at all times shall be at least 105 percent of the deposits being secured; or (2) participation in the Ohio Pooled Collateral System (OPCS), a collateral pool of eligible securities deposited with a qualified trustee and pledged to the Treasurer of State to secure the repayment of all public monies deposited in the financial institution. OPCS requires the total fair value of the securities pledged to be 102 percent of the deposits being secured or a rate set by the Treasurer of State. For 2025, the School's financial institutions were approved for a reduced collateral rate of 85 percent through the OPCS.

B. Investments

As of June 30, 2025, the School had the following investment and maturity:

Measurement/ Investment type	Measurement Value	Investment Maturity
		6 months or less
<i>Amortized Cost:</i>		
STAR Ohio	\$ 7,423,650	\$ 7,423,650

The weighted average maturity of STAR Ohio is approximately 30 days.

Interest Rate Risk: As a means of limiting its exposure to fair value losses arising from rising interest rates, the School's investment policy requires that operating funds be invested primarily in securities that mature to meet cash requirements for ongoing operations and long-term debt payments. The stated intent of the policy is to avoid the need to sell securities prior to maturity.

Credit Risk: Standard & Poor's has assigned STAR Ohio an AAAM money market rating. Ohio law requires that STAR Ohio maintain the highest rating provided by at least one nationally recognized standard rating service. The School's investment policy does not specifically address credit risk beyond requiring the School to invest in securities authorized by State statute.

Custodial Credit Risk: For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the School will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. The School's investment policy does not specifically address custodial credit risk beyond the adherence to all relevant sections of the Ohio Revised Code.

Concentration of Credit Risk: The School places no limit on the amount that may be invested in any one issuer.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

NOTE 5 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended June 30, 2025, was as follows:

	Balance 06/30/24	Additions	Deductions	Balance 06/30/25
<i>Capital assets, being depreciated/amortized:</i>				
Leasehold improvements	\$ 22,484,814	\$ -	\$ -	\$ 22,484,814
Intangible right-to-use - buildings	5,143,859	-	-	5,143,859
Equipment	584,521	-	-	584,521
Intangible right-to-use - equipment	84,027	69,014	-	153,041
Intangible right-to-use - software	51,037	9,600	(30,670)	29,967
Vehicles	79,752	-	-	79,752
Total capital assets, being depreciated/amortized	<u>28,428,010</u>	<u>78,614</u>	<u>(30,670)</u>	<u>28,475,954</u>
<i>Less: accumulated depreciation/amortization</i>				
Leasehold improvements	(2,844,151)	(938,215)	-	(3,782,366)
Intangible right-to-use - buildings	(870,894)	(290,298)	-	(1,161,192)
Equipment	(300,679)	(60,501)	-	(361,180)
Intangible right-to-use - equipment	(40,947)	(22,472)	-	(63,419)
Intangible right-to-use - software	(38,591)	(9,456)	30,670	(17,377)
Vehicles	(7,477)	(9,969)	-	(17,446)
Total accumulated depreciation/amortization	<u>(4,102,739)</u>	<u>(1,330,911)</u>	<u>30,670</u>	<u>(5,402,980)</u>
Total capital assets, net	<u>\$ 24,325,271</u>	<u>\$ (1,252,297)</u>	<u>\$ -</u>	<u>\$ 23,072,974</u>

NOTE 6 - RECEIVABLES

Receivables at June 30, 2025 consist of tuition and fees for services provided, reimbursements, and intergovernmental grants and entitlements receivables. All receivables are considered collectible in full and contributions and donations are expected to be collected within the subsequent year.

NOTE 7 - LONG-TERM OBLIGATIONS

The following table summarizes the School's long-term obligations activity in fiscal year 2025. The intergovernmental payable balance at June 30, 2024 has been restated as described in Note 3.

	Restated Balance at 06/30/24	Additions	Reductions	Balance at 06/30/25	Due Within One Year
Leases payable	\$ 4,498,593	\$ 69,014	\$ (264,748)	\$ 4,302,859	\$ 275,832
Intergovernmental payable *	<u>619,228</u>	<u>78,648</u>	<u>-</u>	<u>697,876</u>	<u>251,041</u>
Total long-term obligations	<u>\$ 5,117,821</u>	<u>\$ 147,662</u>	<u>\$ (264,748)</u>	<u>\$ 5,000,735</u>	<u>\$ 526,873</u>

* The change in the intergovernmental payable is reported net.

Leases payable: The School currently has three lease agreements for the right-to-use copier equipment. The term for each lease is 63 months. Payments are due monthly, with the final payment due July 21, 2030.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025

NOTE 7 - LONG-TERM OBLIGATIONS - (Continued)

The School has entered into a lease to rent a building from Shalersville Township. The lease term is ten and one-half years, commencing on January 1, 2017 and ending on June 30, 2027. Lease payments are set at \$65,000 per year, payable semiannually. The lease payments for the first year (2017) were prorated. Subsequent semiannual payments of \$32,500 are due each January 1 and July 1.

Effective February 1, 2019, the School entered into a lease to rent a building from Family & Community Services, Inc. for a term of twenty years, ending June 30, 2039. Monthly payments throughout the lease term are \$13,359 (\$160,308 annually).

Effective July 22, 2021, the School entered into a lease to rent a building from NEOMED. The initial lease term is twenty-four years, ending June 30, 2045. NEOMED is responsible for utilities and normal maintenance and repairs, which are partially reimbursed by the School. The School made one lump sum rental payment of \$129,863 for fiscal year 2022. For fiscal years 2023 through 2026, payments of \$12,500 are due monthly. Thereafter, for the rest of the term, rental payments will be adjusted based on the Consumer Price Index for the immediately preceding lease year.

The following is a schedule of future lease payments:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 275,832	\$ 127,362	\$ 403,194
2027	284,715	118,479	403,194
2028	222,977	109,837	332,814
2029	222,402	102,877	325,279
2030	223,237	95,923	319,160
2031 - 2035	1,175,616	376,511	1,552,127
2036 - 2040	1,202,425	188,823	1,391,248
2041 - 2045	<u>695,655</u>	<u>54,346</u>	<u>750,001</u>
Total	<u>\$ 4,302,859</u>	<u>\$ 1,174,158</u>	<u>\$ 5,477,017</u>

Intergovernmental payable: Personnel providing services to the School are employed by the Educational Service Center Council of Governments (ESCCOG). Sick and vacation leave payouts for these employees are paid by the ESCCOG and subsequently reimbursed by the School. The intergovernmental payable reported as a long-term obligation represents the liability for the outstanding sick and vacation leave balances for the School's employees calculated in accordance with GASB Statement No. 101.

NOTE 8 - INTERGOVERNMENTAL PAYABLES

As discussed in Note 7, a portion of the School's intergovernmental payable liability represents a long-term payable to the ESCCOG. The following is a summary of other intergovernmental payables at June 30, 2025:

<u>Description</u>	<u>Amount</u>
Payable to ESCCOG	\$ 768,581
College Credit Plus Payable to the Ohio Department of Education and Workforce	15,102
State Foundation Adjustment Payable to the Ohio Department of Education and Workforce	5,639
Payable to Other Governmental Entities	<u>153,070</u>
Total	<u>\$ 942,392</u>

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 9 - RISK MANAGEMENT

The School is exposed to various risks of loss related to torts; theft or damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The School has contracted with a commercial insurance company for property and general liability insurance. Property coverage carries a \$1,000 deductible, with the School's contents insured for \$250,000. General liability coverage provides \$1,000,000 per occurrence and \$3,000,000 in the aggregate with a \$2,500 deductible. There were no claims reported in the past fiscal year, nor were there decreases in coverage.

NOTE 10 - BIO-MED PERSONNEL

The School does not employ any personnel, but instead purchases services from the ESCCOG for teachers, administrators, and office staff. All employee salary and benefits are paid by the ESCCOG and billed to the School on a monthly basis. As the employer of record, ESCCOG is responsible for remitting all employer taxes and pension expenses and has accrued the GASB 68 pension liability and GASB 75 other postemployment benefits (OPEB) liability for these personnel on its financial statements.

NOTE 11 - SERVICE AGREEMENT

The School has entered into a service contract with the Educational Service Center Council of Governments (ESCCOG) for the fiscal year ended June 30, 2025 to provide fiscal, payroll, Comprehensive Continuous Improvement Planning (CCIP), and Ohio Facilities Construction Commission consulting services. The ESCCOG shall perform the following services for the School in accordance with the services proposal:

- Month-End Accounting
- Accounts Payable/Receivable
- Payroll
- Accounting/Fiscal Support/Tax Reporting/General Office Support
- EMIS/Recordkeeping
- Ohio Facilities Construction Commission Reporting

NOTE 12 - TAX EXEMPT STATUS

The School is a tax-exempt, nonprofit organization under Internal Revenue Code Section 501(c)(3).

NOTE 13 - PURCHASED SERVICES

For the fiscal year ended June 30, 2025, purchased services expenses were as follows:

Professional and technical services *	\$ 9,226,295
Other	593,542
Property services	590,586
Utilities	103,705
Contracted craft or trade	86,286
Pupil transportation services	74,408
Communications	64,358
Travel, mileage, and meetings	51,661
Tuition	<u>42,276</u>
Total	<u>\$ 10,833,117</u>

* Professional and technical services include \$8,130,854 in salary-and benefit-related expenses specific to School employees who are employed by the ESCCOG.

**BIO-MED SCIENCE ACADEMY STEM SCHOOL
PORTAGE COUNTY, OHIO**

**NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 14 - CONTINGENCIES

A. Grants

The School received financial assistance from Federal and State agencies in the form of grants. The expenditure of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the School at June 30, 2025.

B. State Foundation Funding

Foundation funding is based on the annualized full-time equivalent (FTE) enrollment of each student. However, there is an important nexus between attendance and enrollment for Foundation funding purposes. The School must provide documentation that clearly demonstrates students have participated in learning opportunities. The Ohio Department of Education and Workforce (ODEW) is legislatively required to adjust/reconcile funding as enrollment information is updated by schools throughout the State, which can extend past the fiscal year-end.

Under Ohio Revised Code Section 3314.08, ODEW may also perform a FTE review for the fiscal year that may result in an additional adjustment to the enrollment information as well as clawbacks of Foundation funding due to a lack of evidence to support student participation and other matters of noncompliance.

ODEW adjustments for fiscal year 2025 have been finalized. These adjustments found the School to be overpaid by \$5,639. The intergovernmental payable was not presented on the fiscal year 2025 financial statements, due to the amount being trivial.

C. Litigation

The School is not involved in any litigation that, in the opinion of management, would have a material effect on the financial statements at June 30, 2025.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
REQUIRED BY GOVERNMENT AUDITING STANDARDS

Bio-Med Science Academy STEM School
Portage County
4209 State Route 44
Rootstown, OH 44272

To the Board of Directors:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Bio-Med Science Academy STEM School, Portage County, Ohio (the School), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated January 30, 2026, wherein we noted the adopted new accounting guidance in Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the School's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

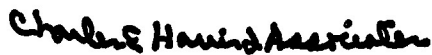
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Charles E. Harris & Associates, Inc.

January 30, 2026

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OHIO AUDITOR OF STATE KEITH FABER



BIO-MED SCIENCE ACADEMY STEM SCHOOL

PORTAGE COUNTY

AUDITOR OF STATE OF OHIO CERTIFICATION

This is a true and correct copy of the report, which is required to be filed pursuant to Section 117.26, Revised Code, and which is filed in the Office of the Ohio Auditor of State in Columbus, Ohio.



Certified for Release 5/7/2026

65 East State Street, Columbus, Ohio 43215
Phone: 614-466-4514 or 800-282-0370

This report is a matter of public record and is available online at
www.ohioauditor.gov

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APPENDIX C

GENERAL INFORMATION REGARDING OHIO STEM SCHOOLS

Introduction

This APPENDIX C briefly summarizes certain sections of the Ohio Revised Code (the “O.R.C.”) affecting Science, Technology, Engineering, and Mathematics (“STEM”) schools in Ohio, primarily with respect to funding and administration thereof. References made to O.R.C. Chapter 3326: Science, Technology, Engineering, Arts and Mathematics Schools and other O.R.C. sections are for informational purposes only and are not intended to be a complete statement of such laws. Potential purchasers should refer to and independently evaluate the laws affecting Ohio STEM schools in their entirety, with assistance from counsel as necessary, for a complete understanding of their terms. Capitalized terms used but not defined in this APPENDIX C have the meaning given to them in the forepart of this Official Statement.

General Overview

STEM schools provide education that is an integrated approach to innovative teaching and learning where rigorous academic concepts are learned through real-world, problem based experiences. It provides an opportunity for each child to discover and learn, pursue a fulfilling post-high school path, and become a resilient, lifelong learner. Designated STEM schools can be traditional public schools, charter schools, private schools, or independent STEM schools.

STEM schools exhibit school-wide cultural strategies reflecting innovation, an entrepreneurial spirit, inquiry, and collaboration with individual accountability. STEM schools offer a rigorous, diverse, integrated, and problem- or project-based curriculum to all students enrolled, with the goal to prepare all students for post-secondary learning experiences, the workforce, and citizenship.

STEM schools employ highly effective teachers and leaders who meet the needs of the whole child. These schools have well-established partnerships with businesses, non-profit organizations, institutes of higher education and other entities in their communities to prepare students for post-high school success.

STEM Committee (O.R.C. §§ 3326.02, 3326.03)

All STEM school designations are approved by the Ohio STEM Committee, reflecting the school’s status as model for STEM education according to STEM Designation Rubric and expert evaluations. The STEM Committee was created within the Ohio Department of Education and Workforce (the “Department”). The STEM Committee authorizes the establishment of STEM schools based on proposals submitted to the committee. Such proposals may only be submitted by a partnership of public and private entities, consisting of at least all of the following: (a) a city, exempted village, or local school district; (b) a higher education entity; and (c) a business organization. Community schools or chartered nonpublic schools can also be part of such partnerships, though are not required to be.

The STEM committee shall determine the criteria for proposals, establish procedures for the submission of proposals, accept and evaluate proposals, and choose which proposals to approve to become a STEM school. In approving proposals for STEM schools, the committee considers designating schools in diverse geographic regions of the state so that all students have access to a STEM school.

The STEM committee seeks technical assistance from the Ohio STEM learning network throughout the process of accepting and evaluating proposals and choosing which proposals to approve. In approving proposals for STEM schools, the committee considers the recommendations of the Ohio STEM learning network.

Proposals must contain evidence that the school will be dedicated to a STEM curriculum that emphasizes and supports the role of science, technology, engineering, and mathematics in promoting innovation and economic progress, as well as assurances that the school has received commitments of sustained and verifiable fiscal and in-kind support from regional education and business entities. The STEM school designation shall be maintained for five years unless the STEM committee revokes its designation. At the end of the five years, the STEM school must reapply to the STEM committee to maintain their designation.

STEM School Governing Authority (O.R.C. §3326.031)

The governing authority for all STEM schools is the STEM committee. The STEM committee provides the authorization to become a STEM designated school and determines the continuation of STEM designation status. The STEM committee consist of the following members: a) the direction of education and workforce, or the director's designee; b) the chancellor of higher education, or the chancellor's designee; c) the director of development, or the director's designee; and d) four members of the public, two of whom shall be appointed by the governor, one of whom shall be appointed by the speaker of the house of representative, and one of whom shall be appointed by the president of the senate.

As authorized by the STEM committee, a single governing body may direct a group of multiple STEM schools to operate from multiple facilities located in one or more school districts to be organized and operated in the manner prescribed under O.R.C. § 3326 except as specified by this section.

Each school within the group shall operate as a separate school but under the direction of a common governing body. Each school shall have a chief administrative officer, but the governing body may in its discretion appoint a single individual to be the chief administrative officer of two or more schools in the group.

The governing body of each STEM school shall engage the services of administrative officers, teachers, and nonteaching employees of the STEM school necessary for the school to carry out its mission and shall oversee the operations of the school. The governing body of each STEM school shall engage the services of a chief administrative officer to serve as the school's instructional and administrative leader. The chief administrative officer shall be granted the authority to oversee the recruitment, retention, and employment of teachers and nonteaching employees.

The governing body of each STEM school must comply with the standards for financial reporting.

Nonprofit Support (O.R.C. § 3326.06)

The STEM committee shall work with an Ohio-based nonprofit enterprise selected by the committee to support the strategic and operational coordination of public and private STEM education initiatives and resources focused on curriculum development, instruction, assessment, teacher quality enhancement, leadership recruitment and training, and community engagement. The nonprofit enterprise selected by the STEM committee shall have the proven ability to accumulate resources to enhance education quality across the educational continuum, from preschool to college, shall have experience in large-scale management of science and technology resources, and shall have a documented institutional mission to advance STEM education.

Designated Fiscal Officer – Licensing (O.R.C. §3326.031, 3326.21, 3301.074, 3313.22.)

STEM schools may employ a single treasurer to manage the fiscal affairs of all the schools within the group. The treasurer must be licensed in accordance with O.R.C. § 3301.074. The treasurer will be required to complete programs of in-service training on school district budget and finance to enhance their background and working knowledge of government accounting, state and federal laws relating to school district budgeting and financing, financial report preparation, rules of the auditor of state, and budget and accounting management.

The board of education of each city, local, exempted village, and joint vocational school district, at a regular or special meeting held not later than the first day of May, shall appoint a treasurer, who shall be the chief fiscal officer of the school district. The treasurer shall be appointed for a term not longer than five years beginning the first day of August and ending the thirty-first day of July.

Oversight of STEM School: Ohio Department of Education and Workforce (O.R.C. § 3326.08)

The Department monitors the oversight of each STEM school exercised by the school's governing body and monitors the school's compliance with this chapter and with the proposal for the establishment of the school as it was approved by the STEM committee. Except in the case of a STEM school that is governed and controlled by a school district, if the Department finds that the school is not in compliance with this chapter or with the proposal and the STEM committee has revoked the school's STEM designation, the Department shall consult with the STEM committee, and the committee shall order the school to close on the last day of the school year in which the committee issues its order.

STEM Proposal (O.R.C. §§ 3326.03)

Proposals may be submitted only by a partnership of public and private entities consisting of at least all of the following:

1. A city, exempted village, or local school district;
2. Higher education entities; and/or
3. Business organizations.

A community school established under O.R.C. § 3314, a chartered nonpublic school, or both may be part of the partnership. Each proposal shall include at least the following:

1. A statement of which of grades kindergarten through twelve will be offered by the school;
2. Assurances that the STEM school will be under the oversight of a governing body and a description of the members of that governing body and how they will be selected;
3. Assurances that each STEM school will operate in compliance of O.R.C. § 3326 and the provisions of the proposal as accepted by the committee and that the school will maintain the STEM education practices set forth in the proposal;
4. Evidence that each school will exhibit school-wide cultural strategies reflecting innovation, an entrepreneurial spirit, inquiry, and collaboration with individual accountability;
5. Evidence that each school will offer a rigorous, diverse, integrated, and problem- or project based curriculum to all students enrolled in the school, with the goal to prepare all students for post-high school learning experiences, the workforce, and citizenship, and that does all of the following:
 6. Emphasizes and supports the role of science, technology, engineering, and mathematics in promoting innovation and economic progress;
 7. Emphasizes the use of design thinking as a school-wide approach;
 8. Provides opportunities for students to engage in personalized learning;
 9. Evidence that school leadership supports the curriculum principles;

10. A description of how each school's curriculum was developed using the curriculum principles described and approved by a team;

11. Evidence that each school will participate in regular STEM-focused professional development and share knowledge of best practices;

12. Evidence that each school has established partnerships with institutions of higher education and businesses.

13. Assurances that each school has received commitments of sustained and verifiable fiscal and in-kind support from regional education and business entities.

14. A description of how each school's assets will be distributed if the school closes for any reason.

Each STEM school and its governing body must comply with O.R.C. § 3323, Education of Children with Disability, as if it were a school district. The school district in which a STEM school student is entitled to attend school and the student's school district of residence, if different, are not obligated to provide the student with a free appropriate public education under O.R.C. § 3323 for as long as the student attends a STEM school.

If a school reapplies for its designation as a STEM school and the STEM committee has reason to believe that it is not in compliance with this chapter or the provisions of its proposal and any subsequent amendments to that proposal, the STEM committee shall require the school, in collaboration with the Department and the Ohio STEM learning network or its successor, to develop a corrective action plan. The school shall implement the corrective action plan and demonstrate exemplary STEM pedagogy and practices within one year of the plan's development. If the school fails to implement the corrective action plan to the satisfaction of the committee at the end of that year, the committee shall revoke the school's designation.

The STEM committee shall consider the merits of each of the proposed STEM schools within a group and shall authorize each school separately. Anytime after authorizing a group of STEM schools to be under the direction of a single governing body, the committee may authorize one or more additional schools to operate as part of that group, provided a proposal for each school is submitted in accordance with this section.

STEM School Reporting Requirements (O.R.C. § 3326.32)

Each STEM school shall report to the Department, in the form and manner required by the Department, all of the following information:

A. The total number of students enrolled in the school who are residents of this state;

B. The number of students reported under division (A) of this section who are receiving special education and related services pursuant to an IEP;

C. For each student reported under division (B) of this section, which category specified in divisions (A) to (F) of O.R.C. § 3317.013 applies to the student;

D. The full-time equivalent ("FTE") number of students reported under division (A) of this section who are enrolled in career-technical education programs or classes described in each of divisions (A)(1), (2), (3), (4), and (5) of O.R.C. § 3317.014 that are provided by the STEM school;

E. The number of students reported under division (A) of this section who are English learners and which category specified in divisions (A) to (C) of § O.R.C. 3317.016 of the Revised Code applies to each student;

F. The number of students reported under division (A) of this section who are economically disadvantaged, as defined by the department. A student shall not be categorically excluded from the number reported under division (F) of this section based on anything other than family income.

G. The resident district of each student reported under division (A) of this section;

H. The total number of students enrolled in the school who are not residents of this state and any additional information regarding these students that the department requires the school to report. The school shall not receive any payments under this chapter for students reported under this division.

I. Any additional information the department determines necessary to make payments under this chapter.

State Funding; State Payments to STEM Schools (O.R.C. §§ 3326.51, 3317.022, 3317.026)

STEM schools receive their funding from the Department. The Department makes payment to the school in accordance with O.R.C. § 3317.022, further explained below.

When there are multiple STEM schools under one governing body, the Department shall calculate funds for each STEM school within a group separately. It shall pay those funds to the governing body of the group. The governing body shall distribute to each STEM school within the group the full amount determined by the department for that school.

With respect to students enrolled in a STEM school whose resident district is the STEM school sponsoring district, the Department shall make payments to the school from the STEM school sponsoring district's state payments.

State Payments Calculation Example. A STEM school's principal revenue source is State Payments. STEM schools receive funding for each student based upon the State formula amount, as well as an additional amount based on such student's qualification as a special education student, as an economically disadvantaged student, as a student with limited English proficiency, or as a career-technical education student. The funds received from the State are paid on a per pupil basis and are generated by enrollment, with monthly adjustments in payments made during each year based on monthly reporting of students enrolled. For each category of students, a STEM school must calculate the number of students who fall within each such category and their FTE. The full time equivalency is calculated based on the number of instructional hours or days a student was enrolled and attended the school, adjusted by the student's "percent of time," divided by Annual Membership Units (the number of hours or days in the school year) contained in the school profile record. A full-time student who attends the entire school day and entire school year will result with the student having an FTE of 1.00. At no time will the FTE for any student exceed 1.0 in a given fiscal year. Students who attend school for less than the entire year will have an FTE equal to the total days and hours attended divided by the number of day and hours in the school year. A STEM school must offer at least Nine Hundred Twenty (920) hours of instruction for an enrolled student to qualify as 1.0 FTE.

State funding for STEM schools includes several concepts and formulas. The total funding amount combines the average base cost, and amounts calculated per student who is identified as receiving special education services, disadvantaged, an English learner, and those in approved Career Technical Education programs.

Base Cost: This is the core per-pupil funding of the STEM school which is calculated by adding the following base cost components as outlined in section 3317.0110 of the O.R.C.:

(the school's teacher base cost for that fiscal year) + (the school's student support base cost for that fiscal year) + (the school's leadership and accountability base cost for that fiscal year) + (the school's

building leadership and operations base cost for that fiscal year) + (if eligible - the school's athletic co-curricular activities base cost for that fiscal year).

Additional State Aid for Special Education and Related Services: This is additional funding targeted to special needs students who are identified as having handicapping conditions that fall within one of the 6 broad categories of special education students as follows. Each amount is determined by multiplying the Special Education Category average daily membership by the below identified "weight", and multiplying that number by the statewide average base cost per pupil (which was \$8,242.61 for the Fiscal Year ended June 30, 2025):

Category 1: Speech and language disability (weight = 0.2435)

Category 2: Intellectual disabilities; Developmental delay (preschool only); specific learning disability; other health (minor) (weight = 0.6179)

Category 3: Hearing impaired/deafness; severe behavior disabled/emotional disturbance (weight = 1.4845)

Category 4: Visually Impaired or other major health impairment (weight = 1.9812)

Category 5: Orthopedic impairments or multiple disabilities (other than deaf-blind) (weight = 2.6830)

Category 6: Deaf-Blindness, Traumatic Brain Injury, Autism (weight = 3.9554)

In order for a STEM school to receive the Additional Assistance for students who require special educational assistance, the STEM school must have identified an IEP for each such special education student for whom such funding is requested. The IEP must specify which Department-defined special education classification applies to the student. The Department also provides that students who are identified as Special Education Students at an early age are eligible for State-funded pre-school.

Special education programs are provided in the State to meet the needs of children with disabilities, ages 3 through 21, as mandated by the Individuals with Disabilities Education Act, as reauthorized in 2004 by the Individuals with Disabilities Education Improvement Act ("IDEIA"). Pursuant to the IDEIA, each school district is required to provide a free and appropriate public education ("FAPE") to each eligible child with disabilities between the ages of 3 through 21 residing in that school district no later than the child's third birthday (O.A.C. 3301-51-02(A)(1)).

Programs and services are to be provided in accordance with O.A.C. Chapter 3301-51, Education of Students with Special Needs.

Programs and services are available to children who have been identified through an evaluation as having one or more of the following: an intellectual disability (mental retardation), a hearing impairment (including deafness), a speech or language impairment, a visual impairment (including blindness), a serious emotional disturbance, an orthopedic impairment, autism, traumatic brain injury, another health impairment, a specific learning disability, deaf-blindness, or multiple disabilities, and who, by reason thereof, needs special education and related services. Additionally, a child between the ages of 3 through 5 that has a developmental delay.

Disadvantaged Pupil Impact Aid: This funding targets students who are identified as economically disadvantaged. For students who are economically disadvantaged (as defined by the Department), the State provides additional assistance as calculated by the formula set forth below:

$\$422 \times \text{Economically Disadvantaged FTE Students} \times \text{School Economic Disadvantaged Index}.$

English Learner Fund: This funding is targeted to students who lack proficiency in English language. For each such student the STEM school receives a per-pupil amount depending on the severity of the language problem of the student. The Department has defined three categories of need for which funding is adjusted to accommodate the additional costs of providing education and appropriate services to students with limited English proficiency. The limited English proficiency categories for which the State pays STEM schools a per pupil amount are as follows:

Category 1: Students enrolled in schools in the United States for 180 school days or less (Fiscal Year ended June 30, 2025 Weight is 0.2104).

Category 2: Students enrolled in schools in the United States for more than 180 school days until the student achieves a proficient score on the spring administration of the State's English language proficiency assessments (Fiscal Year ended June 30, 2025 Weight is 0.1577).

Category 3: Students who achieved the proficient score on the spring administration of the State's English language proficiency assessments for two years after they initially earned the proficient score (Fiscal Year ended June 30, 2025 Weight is 0.1053).

The formula for calculating is: [EL category ADM X applicable weight X Statewide Average Base Cost Per-Pupil].

Career-Technical Education Fund: This funding is targeted to students in career technical education programs. The Department has defined five categories of need for which funding is adjusted to accommodate the additional costs of providing education and appropriate services to career-technical education students based on categories defined by the Department in consultation with the State Governor's Office of Workforce Transformation. The career- technical education categories for which the State pays STEM schools a per pupil amount are as follows:

Category 1: Students enrolled in career-technical education workforce development programs in agricultural and environmental systems, construction technologies, engineering and science technologies, finance, health science, information technology, and manufacturing technologies (Fiscal Year ended June 30, 2025 weight is 0.6230).

Category 2: Students enrolled in workforce development programs in business administration, hospitality and tourism, human services, law and public safety, transportation systems, and arts and communications (Fiscal Year ended June 30, 2025 weight is 0.5905).

Category 3: Students enrolled in career-based intervention programs (Fiscal Year ended June 30, 2025 weight is 0.2154).

Category 4: Students enrolled in workforce development programs in education and training, marketing, workforce development in academics, public administration, and career development (Fiscal Year ended June 30, 2025 weight is 0.1830).

Category 5: Students enrolled in family and consumer science programs (Fiscal Year ended June 30, 2025 weight is 0.1570).

The formula for calculating is: [CTE categories 1-5 ADM X 0.0294 X Statewide Average Career Technical Education Base Cost Per-Pupil].

Career-technical education funding must follow: At least seventy-five per cent of the funds shall be spent on curriculum development, purchase, and implementation; instructional resources and supplies; industry-based program certification; student assessment, credentialing, and placement; curriculum specific equipment

purchases and leases; career-technical student organization fees and expenses; home and agency linkages; work-based learning experiences; professional development; and other costs directly associated with career-technical education programs including development of new programs.

Computer Science and Technology Fund: This funding is to support computer science programs and professional development related to those programs operated by the school. The fund may consist of school moneys that legally may be used for that purpose and that are not otherwise designated for other purposes. It also may consist of private moneys donated to the school or any future state moneys allocated to the school for that purpose. The governing body may use any amount in the fund to leverage or match any additional private donations that may be made to the school for that purpose.

A STEM school may a) apply to any state or federal agency for grants that a school district or public school may receive under federal or state law or any appropriations act of the general assembly and b) apply to any private entity or foundation for additional funds.

State Budget

The State of Ohio operates on a biennial (two-year) operating budget and its fiscal year runs from July 1 through June 30 of the following year. The State of Ohio's main operating biennial budget for the Fiscal Years ending June 30, 2026 and 2027 (the "Budget"), provides approximately \$44.4 billion in General Revenue Fund ("GRF") funding for the Fiscal Year ending June 30, 2026, a 2.0% increase from the Fiscal Year ended June 30, 2025 estimated spending, and approximately \$46.1 billion for the Fiscal Year ending June 30, 2027, a 3.7% increase from the Fiscal Year ended June 30, 2026 budgeted spending. The breakdown for education spending from the State's General Revenue Fund is approximately \$9.97 billion in Fiscal Year 2026 and \$10.3 billion in Fiscal Year 2027. This includes funding for primary and secondary education as well as higher education. The Fair School Funding Plan, part of the budget for Fiscal Years ended June 30, 2022 and 2023, appropriated \$9.2 billion for the Fiscal Year ended June 30, 2022 and \$9.4 billion for the Fiscal Year ended June 30, 2023 for all K-12 schools (the "Fair School Funding Plan"). The current Budget completes the phase-in of the Fair School Funding Plan in Fiscal Years ending June 30, 2026 and June 30, 2027, while maintaining Fiscal Year 2022 base cost inputs. Specifically for community and STEM schools, the Budget allocates \$1.33 billion for the Fiscal Year ending June 30, 2026 and \$1.40 billion for the Fiscal Year ending June 30, 2027.

The following table shows historical and current levels of State allocation for STEM schools.

**Base Funding/Opportunity Grant
(Per pupil Amount)**

Fiscal Year	Base Formula
2009-10	\$5,718.00
2010-11	5,703.00
2011-12	5,653.00
2012-13	5,653.00
2013-14	5,745.00
2014-15	5,800.00
2015-16	5,900.00
2016-17	6,000.00
2017-18	6,010.00
2018-19	6,020.00
2019-20	6,020.00
2020-21	6,020.00
2021-22	7,350.77
2022-23	7,349.22
2023-24	7,351.71
2024-25	8,242.18
2025-26	8,268.61
2026-27	8,281.61

See “CERTAIN RISK FACTORS – Changes in State Law” in the forepart of this Official Statement for more information on budget cuts.

Admission Requirements (O.R.C. § 3326.10)

Each STEM school admission is open to individuals entitled and eligible to attend school in a school district in the state. Admission may be open on a tuition basis to individuals who are not residents of this state. There will be no discrimination in the admission of students to the school on the basis of race, creed, color, disability, or sex. STEM school will comply with all federal and state laws regarding the education of students with disabilities.

Unless the STEM school serves only students identified as gifted, the school will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic or artistic ability.

STEM school will assert its best effort to attract a diverse student body that reflects the community, and the school will recruit students from disadvantaged and underrepresented groups.

STEM School Report Cards (O.R.C. §§ 3302.03, 3302.036, 3314.012, 3326.17)

The Department issues an annual report card for each STEM school, which includes the academic and for each separate performance measure. The report cards are created using a specific model report card developed by the Department (described below) and distributed to the parents of all STEM school students, members of the board of education of the school district in which the STEM school is located, and to anyone requesting a copy from the Department.

Pursuant to O.R.C. §3302.03(C)(3), the OSBE must adopt rules and establish a method to assign overall performance ratings for each school district and school. The rules must group the performance measurements

into six components including: (1) Achievement – measures the students’ academic achievement using each level of performance on Ohio’s State Tests (28.601% of grade), (2) Progress – measures the academic performance of students compared to expected growth on Ohio’s State Tests (28.601% of grade), (3) Gap Closing – measures the reduction in educational gaps for student subgroups (14.266% of grade), (4) Graduation Rate – measures the four-year adjusted cohort graduation rate (weighted at 60% of this component) and the five-year adjusted cohort graduation rate, weighted at 40% of this component, (14.266% of grade), (5) Early Literacy – measures reading improvement and proficiency for students in kindergarten through third grade (14.266% of grade), and (6) College, Career, Workforce and Military Readiness – is still being defined and will not be rated until the 2024-2025 school year.

The Department uses the report card to assign performance ratings of one-, two-, three-, four-, or five-stars for overall academic performance and for each separate performance measure for each school district, and each school building in a district. For each school year, the Department shall include on the school district’s or building’s report card all of the following performance measures without an assigned performance rating: (1) the district or building’s progress on identifying and the performance of providing services to students identified as gifted as well as the school’s progress on any gifted indicator benchmarks; (2) the extent to which the school meets the chronic absenteeism performance indicator; (3) performance index score percentage for a district or building; (4) the four- and five-year adjusted cohort graduation rates; (5) the overall score under the value-added progress dimension of a school district or building; (6) the percentage of students in the district or building who score proficient or higher on the reading segment of the third grade English language arts assessment; (7) whether a school district or building is improving literacy in grades kindergarten through three; (8) the percentage of students in a district or building who are promoted to the fourth grade and not subject to retention due to the Third Grade Reading Guarantee; and (9) a post-secondary readiness measure.

In addition to the performance measures described above, the Department will include all of the following on a school district or building report card: (1) applicable performance indicators established by OSBE; (2) the overall score under the value-added progress dimension of a district or building for the most recent school year; (3) a composite of the overall scores under the value-added progress dimension of a district or building for the previous three school years or, if only two years of value-added data are available, for the previous two years; (4) the percentage of students included in the four- and five-year adjusted cohort graduation rates of a district or building who did not receive a high school diploma; (5) the results of the kindergarten diagnostic assessment; (6) post-graduate outcomes for students who were enrolled in a district or building and received a high school diploma in the school year prior to the school year for which the report card is issued; (7) whether the school district or building has implemented a positive behavior intervention and supports framework policy; (8) the number and percentage of high school seniors who completed the free application for federal student aid; (9) the percentage of students included in the four- and five-year adjusted cohort graduation rates of the district or building who completed all of grades nine through twelve while enrolled in the district or building and the rate for those students who were continuously enrolled in the same district or building for grades nine through twelve; (10) the percentage of students in the district or building who completed all of the grade levels offered prior to the fourth grade in the district or building and were promoted to fourth grade; and (11) beginning with the report card issued for the 2022-2023 school year, a student opportunity profile measure that reports data regarding the opportunities provided to students by a district or building, including all of the measures included under section 3302.03(D)(i)(i-xxii).

APPENDIX D
FORM OF TRUST INDENTURE

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TRUST INDENTURE

BETWEEN

PORTAGE COUNTY PORT AUTHORITY

AND

**ARGENT INSTITUTIONAL TRUST COMPANY,
as Trustee**

Relating to:

Portage County Port Authority
Revenue Bonds (Bio-Med Science Academy STEM School Project),
Series 2026

Dated as of ____ 1, 2026

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TRUST INDENTURE

THIS **TRUST INDENTURE** dated as of ____ 1, 2026 (this “Indenture”) by and between the **PORTAGE COUNTY PORT AUTHORITY**, a port authority and a body corporate and politic, duly organized and validly existing under and by virtue of the laws of the State of Ohio (the “Authority” or the “Issuer”), and **ARGENT INSTITUTIONAL TRUST COMPANY**, a trust company organized under the laws of the State of Florida and authorized to exercise trust powers under the laws of the State of Ohio, as Trustee (the “Trustee”);

WITNESSETH:

WHEREAS, Pursuant to and in accordance with the Constitution and the laws of the State including, without limitation, the Act, the Issuer has authorized the issuance and sale of the Series 2026 Bonds in a maximum aggregate principal amount not to exceed \$20,000,000 for the purpose of providing funds to pay “costs” of “port authority facilities” for “authorized purposes”, such terms used as defined in the Act, of the Issuer, including Project Costs of property to be acquired, improved and otherwise developed for the “authorized purposes”, as that term is used and defined in the Resolution and further described in the recitals thereto, which are incorporated by reference herein as if set forth here in full; and

WHEREAS, Bio-Med Science Academy STEM School (the “Borrower”), an Ohio nonprofit corporation which is qualified as tax-exempt under Section 501(c)(3) of the Code, has requested that the Authority issue its Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026, in an aggregate principal amount of \$_____ (the “Series 2026 Bonds”) and loan the proceeds of the Series 2026 Bonds to the Borrower to: (i) financing the construction, renovation, acquisition, and equipping of K-6 STEM School facility for the Borrower, which is housed on the campus of Kent State University and located at 800 E. Summit Street, Kent, Ohio (collectively, the “Project Facilities”), which constitute “port authority facilities,” as defined in Ohio Revised Code Section 4582.21; (ii) finance new equipment and materials at the Borrower’s Rootstown campus, which is housed on the campus of Northeast Ohio Medical University and located at 4211 St. Rt. 44, Rootstown, Ohio; (iii) fund a debt service reserve fund for the Series 2026 Bonds; (iv) fund capitalized interest on the Series 2026 Bonds; and (v) pay costs of issuance of the Series 2026 Bonds (collectively, the “Project”).

WHEREAS, the Authority intends to issue the Series 2026 Bonds pursuant to this Indenture in order to obtain funds to loan to the Borrower pursuant to the Loan Agreement dated as of ____ 1, 2026 (the “Loan Agreement”) between the Authority and the Borrower, in order to provide financing for the Project; and

WHEREAS, the Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Series 2026 Bonds; and

WHEREAS, the Borrower will issue and deliver to the Authority to secure the Borrower’s repayment obligation under the Loan Agreement related to the Series 2026 Bonds, its Series 2026 Note issued pursuant to the Loan Agreement (the “Series 2026 Note”); and

WHEREAS, pursuant to this Indenture, the Authority will endorse the Series 2026 Note without recourse and assign certain of its rights under the Loan Agreement as security for the Series 2026 Bonds which are payable solely and only out of the payments to be made by the Borrower with respect to the Series 2026 Note and the security interests granted thereby and in this Indenture, except to the extent paid out of Bond proceeds and proceeds of condemnation and insurance; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Series 2026 Bonds hereunder have been in all respects duly and validly authorized by a resolution duly passed and approved by the Authority;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in said Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become owners thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the owners thereof, the Authority has executed and delivered this Indenture, and by these presents does hereby assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described:

GRANTING CLAUSES

DIVISION I

The Series 2026 Note, which have been endorsed by the Authority to the order of the Trustee and pledged by the Authority to the Trustee, and all sums payable in respect of the indebtedness evidenced thereby and owing under the Loan Agreement;

DIVISION II

All right, title and interest of the Authority in and to the Loan Agreement (except the rights reserved to the Authority and referred to in Section 3.1 thereof), the Collateral, the Series 2026 Note, the Gross Revenues and the Mortgage;

DIVISION III

All other property of every kind, if any, which is hereafter subjected to the lien of the Indenture or pledged or assigned to the Trustee pursuant to the Indenture, including without limitation, the proceeds of the Bonds and all cash and securities now or hereafter held by the Trustee in the Funds and Accounts created hereunder (except for the Rebate Fund), and all earnings thereon, and all proceeds of condemnation and insurance received by the Borrower and applied to the extraordinary optional redemption of the Bonds;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the equal and ratable benefit and security of all and singular the owners of all Bonds issued hereunder, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Bond or as between principal and interest, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become the owners thereof, and the trusts and conditions upon which the payments by the Borrower on the Series 2026 Note and under the Loan Agreement are to be held and disbursed, are as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Act” means, Sections 4582.21, et seq., Ohio Revised Code, as enacted and amended from time to time and Article VIII, Sections 13 and 16 of the Ohio Constitution.

“Act of Bankruptcy” means the filing of a petition in bankruptcy under the United States Bankruptcy Code, or the institution of proceedings under State insolvency or other laws affecting creditors’ rights generally, by or against the Authority or the Borrower as debtor; provided that such filings or proceedings have not been dismissed or, if dismissed, are subject to appeal.

“Additional Bonds” means bonds issued under Section 2.11 of this Indenture.

“Annual Debt Service Requirement” means the amount of Debt Service Requirements in any Fiscal Year.

“Authority” means the Portage County Port Authority, a port authority and a body corporate and politic, duly organized and validly existing under the Act, and its lawful successors.

“Authorized Authority Representative” means (i) the Executive Director of the Authority or the Secretary of the Authority, (ii) in the absence or unavailability of the Executive Director, the Chair of the Legislative Authority or Secretary of the Authority, or (iii) any other officer of the Issuer designated by written notice to the Trustee from the Executive Director of the Authority or the Chair of the Legislative Authority.

“Authorized Borrower Representative” means Chair of the Governing Board of the Borrower, the Director and the Treasurer of the Borrower and such others as are designated in writing to the Trustee from time to time.

“Authorized Denomination” means (i) with respect to the Series 2026 Bonds, \$5,000 plus any \$5,000 integral multiple in excess thereof; and (ii) with respect to any Additional Bonds, as set forth in a supplemental indenture hereto.

“Beneficial Owner(s)” means the person or entity for whom the Bonds were deposited with DTC in the name of its nominee, Cede & Co.

“Bond Service Account” means the Bond Service Account established in Section 4.03 of this Indenture.

“Bond Year” means the period beginning on July 1 in any calendar year and ending on June 30 in the following calendar year with the initial Bond Year beginning on the date of delivery of the Bonds and ending on June 30, 2027.

“Bondholder” or “holder of a Bond” or “owner of a Bond” or any similar term means the registered owner of any fully registered Bond.

“Bonds” means the Series 2026 Bonds and any Additional Bonds.

“Borrower” means Bio-Med Science Academy STEM School, an Ohio nonprofit corporation, duly organized and validly existing under the laws of the State.

“Capitalized Interest Account” means the Capitalized Interest Account of the Project Fund established in Section 4.04 of this Indenture.

“Clearing Agency” means The Depository Trust Company, its successors, or any successor central depository system appointed by the Borrower from time to time.

“Closing Date” means _____, 2026.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto and including any successor code.

“Collateral” shall have the meaning prescribed therefor in the Loan Agreement.

“Construction Account” means the Construction Account of the Project Fund established in Section 4.04 of this Indenture.

“Continuing Disclosure Undertaking” means the Borrower’s Continuing Disclosure Undertaking, dated _____, 2026.

“Costs of the Project” or “Project Costs” means the cost or fair market value of construction, equipment, lands, property rights, easements, franchises, patents, financing charges, interest cost during construction, engineering and legal services, plans, specifications, surveys, cost estimates, studies, and other expenses as may be necessary or incident to the development, construction, financing, and placing in operation of the Project Facilities.

“Debt Service Fund” means the fund established in Section 4.02 hereof.

“Debt Service Requirements” means, the amounts payable to the Trustee in respect of the principal of Outstanding Bonds and the interest on such Outstanding Bonds.

“Disbursement Date” means the date no later than two business days following the receipt by the Trustee of the amounts required to be deposited by the Borrower in accordance with the Loan Agreement.

“Electronic Means” means the following communications methods: S.W.I.F.T., e-mail via a pdf attachment, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

“Escrowed Municipals” means obligations of state or local governments secured by an irrevocable escrow of Federal Securities.

“Event of Default” means those events of default specified in and defined by Section 7.01 hereof.

“Expense Accounts” means the Expense Accounts of the Project Fund established in Section 4.04 of this Indenture, each an “Expense Account.”

“Federal Securities” means:

- (1) Cash, or
- (2) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

“Fiscal Year” means the period established by the Board of Trustees of the Borrower from time to time in its By-laws or otherwise as the fiscal year of the Borrower for accounting purposes and initially means the period beginning July 1 of each year and ending on June 30 of the next succeeding year.

“Indenture” means this Trust Indenture dated as of _____ 1, 2026, between the Authority and the Trustee and all amendments and supplements thereto.

“Interest Payment Date” means each June 1 and December 1, commencing on December 1, 2026.

“Legislative Authority” means the Board of Directors of the Authority.

“Letter of Representations” means the Letter of Representations from the Authority to the Clearing Agency.

“Loan Agreement” means the Loan Agreement, dated as of _____ 1, 2026, between the Borrower and the Authority and all amendments and supplements thereto.

“Maximum Annual Debt Service Requirement” means the highest Annual Debt Service Requirement for the Series 2026 Bonds in any Fiscal Year.

“Moody’s” means Moody’s Investors Service, Inc.

“Mortgage” means the Open-End Mortgage (Leasehold), Security Agreement, and Assignment of Rents and Leases dated as of ____ 1, 2026, from the Borrower to the Trustee to secure the Borrower’s obligations under the Loan Agreement and the Series 2026 Note, and in turn to secure the Series 2026 Bonds.

“Objection Notice” means the notice from a Beneficial Owner of the Series 2026 Bonds to the Trustee notifying the Trustee that such Owner objects to the selection of the Management Consultant by the Borrower pursuant to the Loan Agreement.

“Objection Period” means the ten-day period in which a Beneficial Owner of the Series 2026 Bonds is permitted to send an Objection Notice to the Trustee, as provided in the Loan Agreement.

“Outstanding” or “Bonds outstanding” means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds cancelled or deemed cancelled pursuant to Section 2.09 hereof after transfer to the Borrower;

(c) “Undelivered Bonds” within the meaning of Section 4.03(d) hereof;

(d) Bonds for the payment or redemption of which cash or investments shall have been theretofore deposited with the Trustee pursuant to Section 11.01 hereof; and

(e) Bonds in lieu of which others have been authenticated under Sections 2.08 or 2.09 hereof. “Person” or “Persons” means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization, a governmental unit or an agency, political subdivision or instrumentality thereof or any other group or organization of individuals.

“Principal Requirement” means the amount determined in accordance with the schedule in Section 4.03 hereof.

“Project Fund” means the fund established in Section 4.04 hereof.

“Project” means the port authority facility projects to be financed and refinanced in whole or in part with proceeds of the Bonds, all as described in Exhibit C to the Loan Agreement.

“Project Facilities” means the Project Facilities as defined in the Recitals.

“Qualified Investments” means investments in:

- (a) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),
- (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America,
- (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America,
- (d) Federal Housing Administration debentures,
- (e) Federal Home Loan Mortgage Corporation participation certificates and senior debt obligations (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),
- (f) Farm Credit Bank consolidated system-wide bonds and notes,
- (g) Federal Home Loan Banks consolidated debt obligations,
- (h) Federal National Mortgage Association senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),
- (i) United States dollar denominated deposit accounts, certificates of deposit and bankers’ acceptances with domestic commercial banks (i) that are invested in a money market or other similar bank product secured solely by United States Treasury Obligations, or (ii) that are fully insured by the Federal Deposit Insurance Corporation,
- (j) commercial paper (having original maturities of not more than 270 days) rated “A-1” by S&P and “Prime-1” by Moody’s at the time of purchase,
- (k) evidence of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any Person claiming through the custodian or to whom the custodian may be obligated,
- (l) demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, and certificates of deposit or bankers acceptances of depository institutions, including the Trustee or any of its affiliates, rated, at the time of deposit, in the AA long-term ratings category or higher by S&P and Moody’s or which are fully FDIC-insured,
- (m) money market mutual funds having a rating at the time of investment in the highest investment category granted thereby from S&P or Moody’s, including, without limitation any

mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee,

(n) repurchase and reverse repurchase agreements collateralized with government securities, including those of the Trustee or any of its affiliates,

(o) investment deposit agreements constituting an obligation of a bank (including the Trustee and its affiliates), whose outstanding unsecured long-term debt is rated at the time of such agreement in any of the three highest rating categories by both S&P and Moody's.

"Rebate Fund" means the fund established in Section 4.07 hereof.

"Record Date" means each May 15 and November 15 throughout the term of the Bonds, commencing November 15, 2026.

"Redemption Account" means the Redemption Account of the Debt Service Fund established in Section 4.03 of this Indenture.

"Reserve Fund Requirement" means \$_____, which is the least of (i) 10% of the aggregate stated principal amount or issue price of the Series 2026 Bonds, determined in accordance with U.S. Treasury Regulation 1.148-2(f)(2)(ii), (ii) 125% of the average Annual Debt Service Requirement on the Series 2026 Bonds, as determined on the date of issuance, or (iii) the Maximum Annual Debt Service Requirement on the Series 2026 Bonds, as determined on the date of issuance.

"Reserve Fund" means the Reserve Fund established in Section 4.05 of this Indenture.

"Resolution" means the Resolution No. 2026-003 of the adopted by the Board of Directors of the Authority on March 10, 2026 authorizing the issuance of the Series 2026 Bonds.

"S&P" means S&P Global Ratings.

"Series 2026 Bonds" means the Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026, dated the Closing Date, and issued in the aggregate principal amount of \$_____.

"Series 2026 Note" means the Series 2026 Note of the Borrower in the principal amount of \$_____ issued pursuant to the Loan Agreement.

"State" means the State of Ohio.

"State Payments" means any and all payments made by the State to the Borrower to the fullest extent permitted by law.

“Tax-Exempt Bonds” shall mean the Series 2026 Bonds and any series of Additional Bonds issued pursuant to this Indenture for which the Authority receives, on the date the Series 2026 Bonds or any Additional Bonds are issued, an opinion of Bond Counsel to the effect that interest on the Series 2026 Bonds or any Additional Bonds is excludable from the gross income of the Beneficial Owners thereof for federal income tax purposes under Section 103 of the Code.

“Tax Certificate and Agreement” means the Tax Certificate and Agreement among the Borrower, the Issuer, and the Trustee, and dated the date of delivery of the Series 2026 Bonds.

“Term Bonds” means Bonds subject to mandatory sinking fund redemption.

“Trust Estate” means the property pledged, assigned and mortgaged to the Trustee pursuant to the granting clauses of this Indenture.

“Trustee” means Argent Institutional Trust Company, and any successor trustee and/or co-trustee at the time serving as such under this Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Inc., the original purchaser of the Series 2026 Bonds.

“Written Request” with respect to the Borrower or Authority shall mean a request in writing signed by an Authorized Borrower Representative or the Authorized Authority Representative, as the case may be.

Section 1.02. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) “This Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed and as it may be from time to time supplemented or amended pursuant to the applicable provisions hereof. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as applied to public charter schools.

(e) Any capitalized terms used, but not defined in this Indenture, shall have the same meanings ascribed thereto in the Loan Agreement.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

(g) The terms “Funds” and “Accounts” shall refer to Funds and Accounts established hereunder.

(End of Article I)

ARTICLE II

THE BONDS

Section 2.01. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.10 hereof or Additional Bonds issued under Section 2.12 hereof) that may be issued is hereby expressly limited to \$_____.

Section 2.02. Issuance of Bonds. The Series 2026 Bonds shall be designated “Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026.” The Series 2026 Bonds shall be issuable as fully registered Bonds in Authorized Denominations. Unless the Authority shall otherwise direct, the Series 2026 Bonds of each series shall be lettered and numbered R-1 and upward. Each fully registered Bond shall be dated the date of delivery of the Series 2026 Bonds and shall bear interest from the Interest Payment Date to which interest has been paid next preceding such date or, if it is authenticated on or prior to the first Record Date, it shall bear interest from the date of delivery of the Series 2026 Bonds or, if it is authenticated and delivered after any other Record Date, and all interest up to and including interest due on such Interest Payment Date is or has been paid when due, in which event it shall bear interest from such Interest Payment Date. Interest on the Series 2026 Bonds shall be payable on June 1 and December 1 of each year commencing December 1, 2026.

The Series 2026 Bonds shall bear interest at the respective rates set forth in, shall mature on December 1 of each of the years as set forth in, and in the principal amounts set forth opposite each maturity date in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>

*Term Bonds, subject to mandatory sinking fund redemption.

Interest on the Series 2026 Bonds shall be paid in arrears on each Interest Payment Date by check mailed on such Interest Payment Date and at maturity or by wire transfer as provided in Section 2.03 hereof. Interest on the Series 2026 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve (12) thirty (30) day months.

Section 2.03. Payment on Bonds. The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America (except as provided in this paragraph) which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Such principal and premium, if any, on the Bonds shall be payable at the principal corporate trust operations office of the Trustee. Payment of the interest on any Bond

on any Interest Payment Date shall be made to the Person appearing on the Bond registration books of the Trustee as the registered owner thereof as of the Record Date and shall be paid by check or other draft of the Trustee mailed to the registered owner at such owner's address as it appears on such registration books or at such other address as is furnished the Trustee in writing by such owner. Upon the written request of a registered owner of at least \$1,000,000 in aggregate principal amount of Bonds Outstanding, delivered to the Trustee at least 30 days prior to an Interest Payment Date, and compliance with the reasonable requirements of the Trustee, all payments of principal, premium, and interest on such Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered owner in its request, which request shall remain in effect until revoked. Presentation and surrender of the Bonds is required at final maturity or upon redemption in whole prior to payment of principal of and any premium on the Bonds. If payment of principal or interest is made to a Clearing Agency, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day with the same effect as if made on the payment date. The Trustee shall wire transfer payments so that such payments are received at such designated account of such owner by 2:30 p.m. (New York City Time), so long as sufficient funds have been collected and are on deposit with the Trustee in a timely manner for such purpose.

Section 2.04. Execution; Limited Obligation; Parity Obligation. The Bonds shall be executed on behalf of the Authority with the manual or facsimile signatures of its Executive Director and Secretary. Such facsimiles shall have the same force and effect as if such officer had manually signed each of said Bonds. In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, shall be limited obligations of the Authority payable solely from the payments to be made on the Series 2026 Note and under the Loan Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof and under certain circumstances proceeds from insurance and condemnation awards) and shall be a valid claim of the respective owners thereof only against the moneys held by the Trustee and the payments to be made on the Series 2026 Note and under the Loan Agreement which are hereby pledged and assigned for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture.

Section 2.05. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Bond substantially in the same form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative of the Trustee, but it shall not be necessary that the same representative sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.06. Forms of Bonds. The Series 2026 Bonds issued under this Indenture shall be substantially in the forms set forth in Exhibits A-1 and A-2 hereto, respectively, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or deemed necessary by the Trustee.

Section 2.07. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Authority shall execute and deliver to the Trustee the Series 2026 Bonds in the aggregate principal amount of \$_____. The Trustee shall authenticate such Bonds and deliver them to or on the order of the initial purchasers thereof upon receipt of:

(a) A copy, duly certified by the Secretary of the Authority, of the Resolution adopted and approved by the Legislative Authority authorizing the execution and delivery of the Loan Agreement and this Indenture and the issuance of the Series 2026 Bonds.

(b) Executed counterparts of the Loan Agreement, Indenture and Continuing Disclosure Undertaking.

(c) The Series 2026 Note, in the same principal amount as the aggregate principal amounts of the Series 2026 Bonds, duly executed by the Borrower and endorsed by the Authority to the order of the Trustee.

(d) A Written Request of the Authority to the Trustee requesting the Trustee to authenticate and deliver the Series 2026 Bonds in the aggregate principal amount of \$_____; to or at the direction of the purchaser thereof.

(e) A deposit from the Borrower of its equity contribution for deposit into the Expense Account (Equity Contribution) in satisfaction of the amount required by Section 3.03 hereof.

(f) A deposit from the Borrower of its equity contribution for deposit into the Reserve Fund in satisfaction of the amount required by Section 3.03 hereof.

(g) A copy of the approving opinion of Bond Counsel.

The proceeds of the Series 2026 Bonds, including accrued interest thereon to the date of delivery (if any), shall be paid over to the Trustee and deposited as hereinafter provided under Sections 3.01 and 3.02 hereof.

Section 2.08. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Trustee may authenticate a new Bond of like series, date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee. In the event any such Bond shall have matured, instead of issuing a duplicate Bond the Authority may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee. The Trustee may charge the owner or owners of such Bond

with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section 2.09 shall be deemed part of the original series of the Bonds in respect of which it was issued and an original additional contractual obligation of the Authority.

Section 2.09. Registration and Exchange of Bonds; Persons Treated as Owners.

(a) The Authority shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar and transfer agent of the Authority for the Bonds. Upon surrender for transfer of any fully registered Bond at the principal corporate trust operations office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Authority shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. Bonds may be exchanged at said office of the Trustee for a like aggregate principal amount of Bonds of other Authorized Denominations of the same series and the same maturity. The Bonds may be transferred and exchanged without cost to the Bondholders, except for any tax or governmental charge required to be paid with respect to the transfer or exchange; provided that there shall be no charge for any transfer or exchange pursuant to a partial redemption of any Bond. The execution by the Authority of any Bond of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. The Trustee shall not be required to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding the mailing of a notice of redemption of any Bonds. Under certain circumstances Bonds may be registered in the name of the Borrower, and the Borrower shall surrender such Bonds for cancellation. If not so surrendered prior to the next succeeding Record Date, the Bonds shall be deemed cancelled and shall no longer be Outstanding as of the next succeeding Interest Payment Date.

(b) Bonds (i) surrendered for payment or redemption, (ii) purchased from any moneys held by the Trustee hereunder, (iii) registered in the name of the Borrower (or transferred to the Borrower for re-registration after the applicable Record Date) and surrendered to the Trustee by the Authority or the Borrower or (iv) surrendered for transfer or exchange shall be promptly cancelled and destroyed by the Trustee. The Trustee shall deliver to the Authority and the Borrower a certificate of destruction in respect of all Bonds so destroyed upon the Borrower's request.

(c) The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon shall be made only to or upon the order of the registered owner thereof as of the applicable Record Date or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Authority and the Trustee or any other paying agent may deem and treat the registered owner as the absolute owner of such Bond whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other

purposes whatsoever, and neither the Authority nor the Trustee nor any other paying agent shall be affected by any notice to the contrary.

Section 2.10. Book-Entry Form Bonds.

(a) The Bonds shall initially be issued and held in book-entry form on the books of the central depository system of the Clearing Agency. The Borrower and the Trustee may, in connection herewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the owners of the Bonds, as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

(b) So long as the Bonds remain and are held in book-entry form on the books of a Clearing Agency, then (1) any such Bond may be registered upon the books kept by the Trustee in the name of such Clearing Agency, or any nominee thereof, including Cede & Co., as nominee of The Depository Trust Company; (2) except as may be provided in subsection (d) below, the Clearing Agency in whose name such Bond is so registered shall be, and the Authority and the Trustee may deem and treat such Clearing Agency as, the absolute owner and owners of such Bond for all purposes of this Indenture, including, without limitation, the receiving of payment of the principal of, premium, if any, on and interest on such Bond, the receiving of notice and giving of consent; (3) neither the Authority nor the Trustee shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any Person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal, premium, if any, or interest on any Bonds, selecting the Bonds or portions thereof to be redeemed, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not required to present any Bond called for partial redemption prior to receiving payment so long as the Trustee and the Clearing Agency have agreed to the method for noting such partial redemption.

(c) If either (i) the Borrower receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds or (ii) the Borrower elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the Borrower and Trustee each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the owners of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such Person, including any other Clearing Agency, as the owner of the Bonds may direct in accordance with the Indenture. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the Borrower.

(d) So long as the Bonds remain and are held in book-entry form on the books of a Clearing Agency, the Trustee shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any Beneficial Owners of the Bonds as of a record date selected by the Trustee. For

purposes of determining whether the consent, advice, direction or demand of a registered owner of the Bonds has been obtained, the Trustee shall be entitled to treat the Beneficial Owners of the Bonds as the Bondholders and any consent, request, direction, approval, objection or other instrument of such Beneficial Owner may be obtained in the same fashion described in Section 11.03 hereof.

(e) So long as the Bonds remain and are held in book-entry form on the books of the Clearing Agency, the provisions of the Letter of Representations of the Authority, as amended and supplemented, or any successor agreement shall control on the matters set forth herein. The Trustee agrees that it will, to the extent within its control, take all action required of it with respect to the Letter of Representations of the Authority with regards to the duties of paying agent and the bond registrar, respectively.

Section 2.11. Additional Bonds.

(a) The Authority may issue Additional Bonds from time to time pursuant to the terms and conditions of this Indenture.

(b) Any Additional Bonds may, to the extent provided for herein, be on a parity with the Series 2026 Bonds and any Additional Bonds theretofore or thereafter issued and outstanding on parity therewith, as to the assignment to the Trustee of the Authority's right, title and interest in the Trust Estate for the payment of debt service on such Additional Bonds.

(c) Before the Trustee shall authenticate and deliver any Additional Bonds, the Trustee shall receive the following items:

(i) Duly executed counterparts of (A) the amendment or supplement to the existing Loan Agreement relating to the project to be financed or refinanced from the proceeds of the Additional Bonds then to be issued and which amendment or supplement provides for payments sufficient to pay the debt service charges on the related Additional Bonds, (B) the supplement to this Indenture providing for the issuance of and the terms and conditions of the Additional Bonds, and (C) any required amendments or supplements to the Mortgage;

(ii) One or more additional Note(s) in an aggregate principal amount equal to the aggregate principal amount of the related Additional Bonds and duly endorsed by the Authority to the order of the Trustee without recourse or warranty;

(iii) A written order of the Authority as to the delivery of the Additional Bonds, signed by an Authorized Authority Representative;

(iv) A copy of the Resolution duly adopted by the Authority authorizing (A) the execution and delivery of the amendment or supplement to the existing Loan Agreement, the bond purchase agreement, if any, with the Authority and the underwriter or the purchaser of such Additional Bonds, and supplemental indenture, each relating to the Additional Bonds and (B) the issuance of the Additional Bonds;

(v) A copy of the resolution of the governing board of the Borrower authorizing the issuance of the Additional Bonds and the execution and delivery of an amendment or supplement to the existing Loan Agreement, the bond purchase agreement, if any, with the Authority and the underwriter or the purchaser of such Additional Bonds, any supplement or amendment to the Mortgage and any other related documents necessary for the issuance and securing of the Additional Bonds.

(vi) An opinion of Bond Counsel: (A) to the effect that the Additional Bonds to be delivered will be valid and legal special obligations of the Authority in accordance with their terms and will be secured hereunder equally and on a parity (except as otherwise permitted herein) with the Bonds, and any Additional Bonds previously issued, at the time Outstanding hereunder, as to the assignment to the Trustee of the Trust Estate; and (B) the interest on any Additional Bonds that are Tax-Exempt Bonds will be excluded from gross income for federal income tax purposes.

(vii) A written Opinion of Counsel to the Borrower, which counsel shall be reasonably satisfactory to the Authority, to the effect that the amendment or supplement to the Loan Agreement, any supplement or amendment to the Mortgage and any additional Note have been duly authorized, executed and delivered by the Borrower, and that such documents constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, subject to exceptions for bankruptcy, insolvency and similar laws and the application of equitable principles.

(viii) If the Additional Bonds are not rated or such rating is lower than an investment grade rating, an investor letter, in form satisfactory to the Authority, from each of the purchasers of the Additional Bonds (such satisfaction to be evidenced by the delivery of the opinion of Bond Counsel required under (vi) above).

(ix) A Certificate of an Authorized Borrower Representative certifying (i) that the incurrence by the Borrower of the indebtedness under the Loan Agreement related to the Additional Bonds is permitted thereunder, including under either Section 3.21 of the Loan Agreement, (ii) that any such issuance of Additional Bonds will not conflict with any provision of the Loan Agreement and (iii) that no events of default currently exist under this Indenture or the Loan Agreement. Such Certificate, as applicable, shall include calculations evidencing compliance with Section 3.21 of the Loan Agreement, which Section of the Loan Agreement sets forth limitations on the incurrence of additional indebtedness by the Borrower.

When the documents listed above have been received by the Trustee, and the Additional Bonds have been executed and authenticated, the Trustee shall deliver the Additional Bonds to or on the order of the initial purchasers thereof, but only upon payment to the Trustee of the specified amount (including, without limitation, any accrued interest) set forth in the order to which reference is made in paragraph (iii) above.

(End of Article II)

ARTICLE III

APPLICATION OF BOND PROCEEDS; OTHER AMOUNTS

Section 3.01. Deposit of Series 2026 Bond Proceeds. The Authority shall deposit with the Trustee all proceeds from the sale of the Series 2026 Bonds (reflecting any original issue discount or bond premium on the Series 2026 Bonds and excluding the Underwriter's discount of \$_____). There will be no accrued interest. The Trustee shall make the following deposits (or cause the following payments to be made) from such proceeds:

(a) \$_____ of the proceeds of the Series 2026 Bonds shall be deposited in the Expense Account (Bond Proceeds).

(b) \$_____ of the proceeds of the Series 2026 Bonds shall be deposited in the Construction Account of the Project Fund.

(c) \$_____ of the proceeds of the Series 2026 Bonds shall be deposited in the Capitalized Interest Account of the Project Fund

(d) \$_____ of the proceeds of the Series 2026 Bonds shall be deposited in the Reserve Fund in satisfaction of the Reserve Fund Requirement.

(End of Article III)

ARTICLE IV

REVENUES AND FUNDS

Section 4.01. Source of Payment of Bonds; Revenue Fund.

(a) The Bonds herein authorized and all payments to be made by the Authority hereunder are not general obligations of the Authority but are special, limited obligations payable solely from the payments by the Borrower on the Series 2026 Note and under the Loan Agreement as provided herein.

(b) The Trustee shall establish and maintain a separate Fund to be known as the “Revenue Fund — Bio-Med Science Academy STEM School” (the “Revenue Fund”) into which the Borrower shall deposit, or cause to be deposited, the amounts required to be deposited in the Revenue Fund in accordance with the Loan Agreement.

On or before each Disbursement Date, the Trustee shall apply amounts on deposit in the Revenue Fund to the Funds and Accounts created hereunder and in accordance with the terms hereof. On each June 5 and December 5, any balance remaining in the Revenue Fund after such application shall, so long as no Event of Default has occurred and is continuing, be transferred to the Borrower in accordance with a Written Request of Borrower provided to the Trustee, which request may by its terms remain in effect unless revoked in writing by the Borrower.

Section 4.02. Debt Service Fund. Upon receipt of payment of principal and/or interest on the Series 2026 Note, or any moneys received pursuant to the Loan Agreement or this Indenture, the Trustee shall establish and maintain so long as any of the Bonds are Outstanding a separate fund to be known as the “Debt Service Fund.” All payments on the Series 2026 Note as and when received by the Trustee shall be deposited directly into the Bond Service Account of the Debt Service Fund or the Redemption Account of the Debt Service Fund and shall be held therein until disbursed as herein provided.

Section 4.03. Debt Service Fund; Undelivered Bonds; Payments.

(a) (i) The Trustee shall establish and maintain so long as any of the Bonds are Outstanding a separate account in the Debt Service Fund to be known as the “Bond Service Account.” Moneys received from payments on the Series 2026 Note shall be deposited in the Bond Service Account and applied as hereinafter provided.

(ii) There will be no accrued interest on the Bonds received on the date of delivery thereof.

(iii) There shall be credited on or before the 15th calendar day of each calendar month, or the business day immediately preceding such day if such day falls on a Saturday, Sunday or legal holiday, from the Revenue Fund to the Bond Service Account: (1) commencing on _____ 15, 202____, and on the 15th calendar day of each month thereafter, an amount equal to at least one-sixth (1/6) of the interest on all then outstanding Series 2026 Bonds payable on the then next succeeding Interest Payment Date, taking into account amounts already on deposit in the Bond Service Account pursuant to Section

3.01(e) hereof, and (2) commencing on _____ 15, 202____, and on the 15th calendar day of each month thereafter, an amount equal to at least one-twelfth of the principal on all then outstanding Series 2026 Bonds payable on the then next succeeding Principal Payment Date for the Series 2026 Bonds, until the amount of interest and principal payable on the then next succeeding Interest Payment Date and Principal Payment Date, as applicable, shall have been so credited. There shall similarly be credited to the Bond Service Accounts any amount necessary to pay the bank fiscal agency charges for paying principal and interest on outstanding Series 2026 Bonds as the same become payable.

(iv) Moneys in the Bond Service Account shall be used by the Trustee to pay principal of and interest on all the corresponding Series 2026 Bonds as they become due. The Trustee shall transmit such funds to any paying agent for any series of Series 2026 Bonds in sufficient time to ensure that such principal (if any) and interest will be paid as they become due. The Trustee shall, on June 1 and December 1 of each year, commencing _____ 1, 202____, apply the moneys on deposit in the Bond Service Account to the payment of the principal, if any, and interest due on the Series 2026 Bonds on such dates.

(v) In addition to the foregoing amounts, the Borrower shall also deposit with the Trustee amounts equal to the annual Authority fee and the annual Trustee fee pursuant to Section 3.4 of the Loan Agreement for deposit into the Revenue Account. On the 15th calendar day of each month, commencing on _____ 15, 202____ and each month thereafter, the Borrower shall deposit an amount equal the annual Authority and Trustee fees, in an amount equal to at least one-twelfth (1/12) the annual Authority and Trustee fees on the then next succeeding Principal Payment Date, until the annual Authority and Trustee fees payable on the then next succeeding Principal Payment Date, shall have been so credited. The Trustee shall, on December 1 of each year commencing on December 1, 2026, apply the funds collected to the payment of the Authority and Trustee fees in accordance with Section 3.4 of the Loan Agreement.

The remaining portion of amounts provided to the Trustee under Section 4.02 hereof, following deposit into the Bond Service Account as set forth above, shall be utilized to replenish any shortfall in the Reserve Fund Requirement in accordance with the terms set forth in Section 4.05.

(b) In the event of any redemption of Bonds pursuant to Article V hereof (other than mandatory sinking fund redemption, if any), the Trustee shall deposit any moneys received by it for such purpose into a separate account in the Debt Service Fund to be known as the "Redemption Account."

(c) All income and profits earned from investments in the Debt Service Fund shall be retained in the Debt Service Fund in the same account in which such investments were made and used for the purposes set forth in this Section 4.03.

(d) In the event that any Bonds are not surrendered for payment of principal and premium, if any (as provided in Section 2.03 hereof), within ninety (90) days of the maturity or redemption date thereof and moneys are available (in either the Redemption Account or the Bond Service Account, as the case may be) for payment therefor, such Bonds shall be considered

“Undelivered Bonds”. Thereafter, such Undelivered Bonds shall be payable only from the available amounts described above. On the Interest Payment Date which is two (2) years after the scheduled maturity or redemption date of any Undelivered Bonds, the Trustee shall transfer such available amounts to the Borrower upon its Written Request therefor, and thereafter owners of Undelivered Bonds shall have no claim against any moneys held by the Trustee and shall have recourse only against the Borrower for the payment of principal and premium, if any. Undelivered Bonds shall cease to bear interest as of the scheduled maturity or redemption date. In the absence of any such Written Request, the Trustee shall from time to time deliver such unclaimed funds to or as directed by pertinent escheat authority, as identified by the Trustee in its sole discretion, pursuant to and in accordance with applicable unclaimed property laws, rules or regulations. Any such delivery shall be in accordance with the customary practices and procedures of the Trustee and the escheat authority. All moneys held by the Trustee and subject to this Section shall be held uninvested and without liability for interest thereon.

Section 4.04. Project Fund.

(a) There is hereby created and established with the Trustee a Project Fund (the “Project Fund”) which shall include separate subaccounts to be known as the Expense Account (Bond Proceeds) (the “Expense Account (Bond Proceeds)”), the Expense Account (Equity Contribution) (the “Expense Account (Equity Contribution)”) and together with the Expense Account (Bond Proceeds), the “Expense Accounts”) the Capitalized Interest Account and the Construction Account, to the credit of which such deposits shall be made as are required by the provisions of Section 3.01 and Section 3.02 of this Indenture.

(b) The moneys in the Capitalized Interest Account shall be disbursed by the Trustee on or prior to each Interest Payment Date, commencing ____ 1, 202__ through ____ 1, 202__, to the Bond Service Account in an amount sufficient (to the extent available) to pay interest coming due on the Series 2026 Bonds on such Interest Payment Date. Any moneys remaining in the Capitalized Interest Account on ____ 1, 202__, after making any transfers necessary to pay interest on the Series 2026 Bonds on ____ 1, 202__, shall be transferred to the Construction Account.

(c) The moneys in the Expense Accounts of the Project Fund shall be disbursed by the Trustee from time to time for payment or reimbursement of costs of issuance as provided in Section 2.2 of the Loan Agreement. The Trustee shall have no obligation to see to the proper application of moneys disbursed from the Expense Accounts in accordance with the requirements of this Section 4.04 or Section 2.2 of the Loan Agreement. In making disbursements from the Expense Accounts, the Trustee may rely on requisitions or closing memoranda delivered to it in conformance with the requirements of the Loan Agreement and this Section 4.04. The Trustee has no duty or obligation to confirm that the limitations set forth in Section 2.2 of the Loan Agreement are complied with or that the requested disbursements are for a permitted purpose. Any unexpended moneys remaining in the Expense Account (Bond Proceeds) ninety (90) days following the Closing Date shall be transferred to the Construction Account.

(d) The moneys in the Construction Account of the Project Fund shall be held by the Trustee, and, subject to the provisions of this Section, shall be applied toward the payment of the Costs of the Project, and pending such application, shall be subject to a lien and charge in favor of

the holders of the Bonds issued and outstanding under this Indenture and in favor of the Trustee for the future security of such holders, until paid out or transferred as herein provided. Payment of all or a portion of the Costs of the Project shall be made from the Construction Account. Any moneys received by the Trustee from any other source for the acquisition, construction, expansion, renovation and equipping of the Project or additions, modifications or substitutions to the Project shall be deposited to the credit of the Construction Account. Moneys shall be disbursed from the Construction Account from time to time in accordance with the provisions of Section 2.4 of the Loan Agreement. The Trustee shall be fully protected in making the requested disbursements contained in any requisition provided to the Trustee conforming to the requirements of Section 2.4 of the Loan Agreement, and the Trustee shall have no duty or obligation to review the supporting materials or to confirm that the requested disbursement is for permitted purposes. Notwithstanding anything in this Section 4.04(c) to the contrary, no moneys shall be disbursed from the Construction Account unless and until the Borrower shall have delivered to the Trustee a certificate verifying that the Borrower has acquired all necessary permits and licenses necessary for such construction of the Project Facilities, together with evidence thereof.

(e) Upon completion of the Project, the Borrower shall deliver to the Trustee and the Authority a Completion Certificate, in the form attached to the Loan Agreement, with respect to the Project and shall make the final requisition of funds from the Construction Account. Any amounts thereafter remaining in such Construction Account shall be transferred by the Trustee, at the direction of the Borrower (a) to the Redemption Account for the redemption of Bonds pursuant to Section 5.02(C) hereof; (b) to the Bond Service Account for payment of interest on the Bonds; or (c) to the Borrower, upon delivery to the Trustee of (i) the Completion Certificate; (ii) a written request of the Borrower; and (iii) delivery of an Opinion of Bond Counsel substantially to the effect that such transfer would not, in and of itself, adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds. Upon such transfer, the Construction Account shall be closed.

(f) All income and profits earned from the investment of funds held in the Expense Accounts, the Capitalized Interest Account or the Construction Account shall be retained in such Accounts and expended as set forth in Sections 3.01, 3.02 and this Section 4.04.

Section 4.05. Reserve Fund.

(a) There is hereby created and established with the Trustee the Reserve Fund, which shall be administered in accordance with this Section 4.05. Upon issuance and delivery of the Series 2026 Bonds, proceeds from the Series 2026 Bonds in the amount required by Sections 3.01 hereof shall be deposited with the Trustee in the Reserve Fund in satisfaction of the Reserve Fund Requirement.

(b) Amounts on deposit in the Reserve Fund shall equal not less than the Reserve Fund Requirement. Funds on deposit in the Reserve Fund shall be used to make up any deficiencies in the Bond Service Account. In the event the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement, such deficiency shall be reimbursed from amounts provided to the Trustee under Section 4.01 or 4.02 hereof as set forth in Section 4.03(a) hereof. In the event the amounts on deposit in the Reserve Fund on any Valuation Date (as hereinafter defined) is more than the Reserve Fund Requirement, any such excess amounts shall be transferred to the Bond

Service Account. Interest income accrued on any amounts on deposit in the Reserve Fund shall be transferred by the Trustee into the Bond Service Account semi-annually as provided in subsection (c) below, so long as, after such transfer, the value of the amounts on deposit in the Reserve Fund as last determined is not less than the Reserve Fund Requirement.

(c) Commencing on the last business day prior to _____ 1, 2026 and continuing on the last business day prior to each June 1 and December 1 thereafter while any Bonds are Outstanding (the “Valuation Date”), the Trustee shall determine the market value on such date of the amounts then on deposit in the Reserve Fund except, in the event of a withdrawal from the Reserve Fund, such amounts shall be valued immediately after such withdrawal and on the last business day of each month thereafter until the value of the Reserve Fund is equal to or greater than the Reserve Fund Requirement. Market values of amounts on deposit constituting Qualified Investments shall be determined in accordance with the price provided by pricing services and sources relied upon by the Trustee, and the Trustee does not have any duty to independently value any asset or an obligation other than the price provided by pricing services and sources relied upon by the Trustee. If such market value is less than the Reserve Fund Requirement the Trustee shall immediately notify the Borrower following such valuation of the amount of such deficiency, and such deficiency shall be made up from first available moneys from the Borrower after required deposits to the Bond Service Account, commencing with the first month following the month of such valuation, (1) over a period of four months, in four substantially equal payments in the event such deficiency results from a decrease in the market value of the Qualified Investments on deposit in the Reserve Fund and (2) over a 12 month period, in twelve substantially equal payments, in the event such deficiency results from a withdrawal from the Reserve Fund. Such payments shall be made on or before the last business day in each month following such valuation or withdrawal (the “Reserve Fund Payment Date”). Interest earned and paid on amounts on deposit in the Reserve Fund by the Reserve Fund Payment Dates shall be considered a credit against such deposit requirements.

(d) Any withdrawal from the Reserve Fund, if the amount thereafter in the Reserve Fund is less than the Reserve Fund Requirement, shall be subsequently replaced and restored from moneys provided by the Borrower under the Loan Agreement (and as provided thereunder) after all required transfers to the Bond Service Account have been made in full and from amounts provided to the Trustee under Section 4.01 or 4.02 hereof as set forth in Section 4.03. Such replenishment of the Reserve Fund shall be made in 12 equal payments over the succeeding 12 month period following the draw on the Reserve Fund.

Section 4.06. [Reserved].

Section 4.07. Rebate Fund.

(a) The Trustee shall establish and maintain, so long as any Tax-Exempt Bonds are Outstanding and are subject to a requirement of the Code that arbitrage profits be rebated to the United States of America, a Rebate Fund. The Trustee shall have no responsibility with respect to compliance by the Authority or the Borrower with the requirements of the Code concerning arbitrage profits or with any covenant in this Indenture or in the Loan Agreement regarding yields on investments. The Trustee shall make information regarding the Tax-Exempt Bonds and investments hereunder available to the Borrower. The Trustee shall make deposits and

disbursements from the Rebate Fund in accordance with the Written Request received from the Borrower and shall invest the amounts held in the Rebate Fund pursuant to Written Requests from the Borrower. The Trustee shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the immediately preceding three sentences of this Indenture and Subsections (b) and (c) hereof may be superseded or amended by new instructions delivered by the Borrower and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of the new instructions will not cause a loss of the exclusion from gross income of the interest on the Tax-Exempt Bonds for federal income tax purposes.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Borrower, the Trustee shall upon receipt of Written Requests from the Borrower accept such payment for the benefit of the Borrower. Records of the determinations required by this Section and the instructions must be retained by the Trustee until six (6) years after the Tax-Exempt Bonds are no longer Outstanding.

(c) Not later than sixty (60) days after the (5) five year anniversary of the date of issuance of the Tax-Exempt Bonds, and every five (5) years thereafter until final maturity of the Bonds (or prior payment of the Tax-Exempt Bonds on redemption), the Trustee shall pay, upon Written Request from the Borrower, to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final maturity of the Tax-Exempt Bonds (or prior payment of the Tax-Exempt Bonds upon redemption), the Trustee shall pay, upon Written Request from the Borrower, to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund with respect to the Tax-Exempt Bonds. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-T supplied by the Borrower and a statement of the Borrower summarizing the determination of the amount to be paid to the United States of America. Any moneys remaining in the Rebate Fund after payment of any such final rebate payment shall be promptly returned by the Trustee to the Borrower.

Section 4.08. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Authority or of the Borrower. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.09. Investments. Moneys on deposit in the Funds and Accounts established in this Article IV may be invested in Qualified Investments as provided in this Article IV and Section 6.08 hereof. The Trustee is hereby authorized to trade with itself in the purchase and sale of securities for such investments. All such investments shall be held by or under the control of the Trustee, and any income resulting therefrom shall be applied in the manner specified herein.

Section 4.10. No Claim to Funds or Accounts. In the event of any Act of Bankruptcy by the Borrower, the Borrower has no right to assert, claim or contend that any portion of the Funds or Accounts established under this Indenture are property of its bankruptcy estate as defined by 11 U.S.C. § 541. For purposes of this Section 4.10, "Act of Bankruptcy" means the filing of a petition

in bankruptcy under the United States Bankruptcy Code, or the institution of proceedings under state insolvency or other laws affecting creditors' rights generally, by or against the Borrower; provided that such filings or proceedings have not been dismissed or, if dismissed, are subject to appeal.

(End of Article IV)

ARTICLE V

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01. Redemption Dates and Prices.

(a) Optional Redemption of Bonds. The Series 2026 Bonds are subject to optional redemption prior to maturity at the option of the Issuer at the written direction of the Borrower, in whole or in part, on any date on or after December 1, 203____, at a redemption price equal to par, plus accrued interest to the date fixed for redemption. The Borrower shall provide such written direction not less than twenty (20) days prior to the redemption date, unless a shorter notice shall be acceptable to the Trustee.

(b) Mandatory Redemption of Bonds. The Series 2026 Bonds maturing on December 1, 20____ and December 1, 20____ (collectively, the “Series 2026 Term Bonds”) are subject to mandatory sinking fund redemption prior to maturity on the years set forth below in the respective principal amounts set forth below at a price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium.

**Series 2026 Term Bonds
Maturing December 1, 20____**

<u>Year</u>	<u>Amount (\$)</u>

*

*Final Maturity

**Series 2026 Term Bonds
Maturing December 1, 20____**

<u>Year</u>	<u>Amount (\$)</u>

*

*Final Maturity

The principal amount of Term Bonds to be redeemed on the dates set forth above shall be reduced, in the order as shall be directed by the Borrower, by the principal amount of Term Bonds which have been previously redeemed (otherwise than as a result of a previous mandatory redemption requirement), or purchased or acquired and delivered to the Trustee for cancellation; provided that such Term Bond has not previously been applied as a credit against any mandatory redemption obligation. The Borrower shall give written notice to the Authority and the Trustee at least sixty (60) days prior to any mandatory redemption date of the Borrower's exercise of its option to reduce the amount of the mandatory redemption requirement on such date and the amount of such reduction.

Not less than forty-five (45) days prior to the date set forth above, the Trustee shall select, in the manner set forth herein, the Bonds to be so redeemed and shall promptly give notice of redemption as set forth in Section 5.03 hereof, which notice shall state that Bonds are being redeemed by mandatory sinking fund redemption.

Section 5.02. Extraordinary Optional Redemption of Bonds. The Borrower shall have the option to cause the Bonds to be redeemed upon the occurrence of the following:

(a) The Project Facilities (or a substantial portion thereof) shall have been damaged or destroyed in whole or in part to such extent that, as expressed in a certificate of an Authorized Borrower Representative filed with the Trustee, (i) the Project Facilities (or a substantial portion thereof) cannot reasonably be restored within a period of twelve (12) consecutive months to the condition thereof immediately preceding such damage or destruction, (ii) the Borrower is prevented from carrying on its normal operations with respect to the school for a period of six (6) consecutive months, or (iii) the cost of restoration thereof would exceed the net proceeds of insurance carried thereon pursuant to the requirements of Section 3.28 of the Loan Agreement; or

(b) Title to, or the temporary use for a period of twelve (12) months or more of, all or a substantial portion of the Project Facilities shall have been taken under the exercise of the power of eminent domain by any governmental authority, or Person acting under governmental authority or because of a defect in title.

(c) From amounts transferred from the Construction Account following the Completion Date.

If any such option is exercised, all the Bonds shall be subject to redemption by the Authority upon written direction received from the Borrower at any time, in whole at 100% of the principal amount thereof, plus accrued interest to the redemption date, plus an amount equal to the unamortized portion of the net original issue premium thereon interpolated on a straight-line basis; provided however, that funds for such purpose shall be on deposit in the Redemption Account of the Debt Service Fund prior to the date of notice of redemption.

Section 5.03. Notice of Redemption. In the case of redemption of Bonds, notice of the call for any such redemption identifying the Bonds to be redeemed shall be given by mailing a copy of the redemption notice by first-class mail not less than twenty (20) days nor more than forty-five (45) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give

such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Bonds. The redemption notice shall be a written and dated notice from the Trustee that (a) identifies the Bonds to be redeemed by the name of the issue (including the name of the Authority and any series designation), CUSIP number, if any, interest rate, maturity date and any other descriptive information the Trustee deems desirable to identify accurately the Bonds to be redeemed and the certificate numbers and the principal amount of those Bonds to be redeemed, (b) identifies the date on which the notice is published and the date on which the Bonds will be redeemed, (c) states the price at which the Bonds will be redeemed, (d) states that interest on the Bonds called for redemption will stop accruing from the redemption date if funds sufficient for their redemption and available for that purpose are on deposit with the Trustee on the redemption date, (e) states that payment for the Bonds will be made on the redemption date at the principal corporate trust office of the Trustee during normal business hours upon the surrender of the Bonds, if required, to be redeemed in whole or in part, (f) identifies the telephone number of the Trustee to be contacted for more information, (g) identifies any condition precedent to such redemption, (h) states that on the date fixed for redemption, and upon the satisfaction of any condition precedent described in the notice, the redemption price will be due and payable upon each such Bond or portion thereof and that interest on the Bonds called for redemption ceases to accrue on the date fixed for redemption, and (i) states that if such condition precedent is not satisfied, such notice of redemption is rescinded and of no force and effect, and the principal and premium, if any, shall continue to bear interest on and after the date fixed for redemption at the interest rate borne by the Bond. On and after the redemption date specified in the aforesaid notice, such Bonds thus called (provided funds for their redemption are on deposit at the place of payment) shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the owners thereof shall have the right only to receive the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Notwithstanding the foregoing, any redemption notice required by this Section 5.02 may be sent to the Clearing Agency by fax, email or other method as may be required by the Clearing Agency.

Notwithstanding the provisions of Article V of this Indenture, the Borrower reserves the right to give notice of its election to redeem Bonds pursuant to Section 5.01 hereof; provided, that such notice may state that the Borrower retains the right to rescind such notice at any time prior to and including the scheduled redemption date upon delivery of written instructions to the Trustee instructing the Trustee to rescind the redemption notice. Upon such rescission, the notice and redemption shall be of no effect. The Trustee shall give prompt notice of any such rescission of a conditional notice of redemption to the affected registered owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding and the rescission shall not constitute an Event of Default under the Indenture.

Section 5.04. Cancellation. All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee in accordance with its record retention policy and shall not be reissued, and a counterpart of the certificate of cremation or other destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the Authority and the Borrower upon written request of the Borrower.

Section 5.05. Partial Redemptions. If fewer than all of the Bonds of a particular series are to be redeemed, the Authority may select (at the direction of the Borrower) the maturity or maturities to be redeemed. If fewer than all of the Bonds of any maturity of a particular series are to be redeemed, the Trustee will select by lot the particular Bonds or portion of Bonds of such maturity to be redeemed. The portion of any Bond to be redeemed will be in Authorized Denominations. During such time as the Bonds are registered in book-entry system in the name of Cede & Co. or other nominee of The Depository Trust Company, partial redemptions of the Bonds of a maturity of a particular series will be determined in accordance with The Depository Trust Company's procedures as from time to time in effect.

(End of Article V)

ARTICLE VI

ARTICLE VI GENERAL COVENANTS

Section 6.01. Payment of Principal and Interest. The Authority covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds and according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely from the payments to be made under the Loan Agreement (except for Unassigned Rights) and on the Series 2026 Note, which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and from proceeds of the Bonds, proceeds of condemnation and insurance, or payments made with proceeds of such additional security as subsequently may be granted in favor of the owners of the Bonds. Nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Authority or the State or any political subdivision thereof. The Bonds do not represent or constitute a debt of the Authority or the State or any political subdivision thereof within the meaning of the provisions of the Constitution or statutes of the State, or a pledge of the full faith and credit of the Authority or the State or any political subdivision thereof, or grant to the owners or owners thereof of any right to have the Authority or the State or any political subdivision thereof levy taxes or appropriate any funds for payment of the principal thereof or interest thereon.

Section 6.02. Performance of Covenants. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Authority represents that it is duly authorized under the Constitution and laws of the State to issue the Bonds, to execute this Indenture, and to pledge and assign the Series 2026 Note and assign the Loan Agreement in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the import thereof.

Section 6.03. Ownership; Instruments of Further Assurance. The Authority represents that at the time of the pledge and assignment thereof it will lawfully own the Series 2026 Note and that such pledge and assignment and the assignment of the Loan Agreement (except for Unassigned Rights) to the Trustee hereby made are and will be valid and lawful. The Authority covenants that it will defend, at the cost of the Borrower, the title to the Series 2026 Note and its interest in the Loan Agreement to the Trustee, for the benefit of the owners of the Bonds, against the claims and demands of all Persons whomsoever. The Authority covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and conforming unto the Trustee, the Series 2026 Note, the Loan Agreement and all payments thereon and thereunder pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 6.04. Recordation and Filing of Indenture, Loan Agreement and Security Instruments. This Indenture creates a valid and binding pledge of and security interest in the Collateral in favor of the Trustee as security for payment of the Bonds, enforceable by the Trustee in accordance with the terms hereof. Under the laws of the State, such pledge of and security interest is and shall be prior to any judicial lien hereafter imposed on such Collateral to enforce a judgment against the Authority on a simple contract. By the date of issue of the Bonds the Borrower (on behalf of the Authority) will have filed all financing statements describing, and transferring such possession or control over, such Collateral (and for so long as any Bond is outstanding the Borrower (on behalf of the Authority) will file, continue, and amend all such financing statements and transfer such possession and control) as may be necessary to establish and maintain such priority as may be applicable pursuant to the Uniform Commercial Code.

The Borrower on behalf of the Authority shall cause this Indenture, the Loan Agreement and all supplements hereto and thereto, as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time, to be kept recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the owners of the Bonds and the rights of the Trustee hereunder. This Section 6.04 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. The Borrower shall provide the Trustee with copies of all financing statements filed with respect to the Collateral or an opinion of counsel that no such filings are required.

The Authority has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of such Collateral that ranks on a parity with or prior to the pledge and security interest granted hereby. The Authority shall not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in such Collateral that ranks prior to or on a parity with the pledge and security interest granted hereby, or file any financing statement describing any such pledge, assignment, lien or security interest, except as expressly permitted hereby.

Section 6.05. Rights Under Loan Agreement and Mortgage. The Authority agrees that the Trustee in its name or in the name of the Authority may enforce all rights of the Authority and all obligations of the Borrower under and pursuant to the Mortgage and the Loan Agreement (except the rights reserved to the Authority under Section 3.1 thereof) for and on behalf of the Bondholders, whether or not the Authority is in default hereunder.

Section 6.06. Designation of Additional Paying Agents. The Authority hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternative paying agents, if any, and for the making available of funds hereunder for the payment of such of the Bonds as shall be presented when due at the principal corporate trust operations office of the Trustee, or its successor in trust hereunder, or at the designated corporate trust office of said alternate paying agents.

Section 6.07. Bonds to Remain Tax Exempt. The Authority will not take any action, or fail to take any action, within its power and control, with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the

Bonds pursuant to Section 103 of the Code, nor will the Authority act in any other manner which would adversely affect the federal income tax status of the interest on the Bonds.

Section 6.08. Investment of Funds.

(a) Moneys in any Account or Fund created by this Indenture may be invested in Qualified Investments, to the extent and in the manner provided for in Section 3.19 of the Loan Agreement. The Trustee is hereby directed to invest and reinvest such amounts in Qualified Investments promptly upon receipt of, and in accordance with, the Written Requests of the Borrower. The Trustee may conclusively rely upon the Borrower's Written Requests as to both the suitability and legality of the directed investments, and such request shall be deemed to be a certification that the directed investments are Qualified Investments. Ratings of Qualified Investments shall be determined at the time of purchase of such Qualified Investments and without regard to ratings subcategories and the Trustee shall have no responsibility to monitor the ratings of Qualified Investments after the initial purchase of such Qualified Investments, including at the time of reinvestment of earnings thereof. The Trustee shall not be liable for losses on investments made in compliance with the provisions of this Indenture. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including investment maintenance fees. In the absence of any additional investment instructions from the Borrower, the Trustee shall invest moneys held by it hereunder pursuant to standing written instructions delivered to the Trustee by the Borrower upon the original issuance of the Bonds, as such instructions may be amended from time to time, provided that such investments satisfy the requirements of subsection (m) of the definition of Qualified Investments. All income derived from the investment of moneys on deposit in any such Fund or Account shall be retained in such Fund or Account and may be used for the purposes of such Fund or Account; provided, that pursuant to Section 4.05(b) hereof moneys in the Reserve Fund in excess of the Reserve Fund Requirement as of any Valuation Date shall be transferred to the Bond Service Account.

(b) In the event of any Act of Bankruptcy, notwithstanding the provisions above, moneys in all Funds and Accounts shall be invested and reinvested by the Trustee in Qualified Investments, at the written direction of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, instead of the Borrower, which may direct the Trustee to follow the written directions of one or more asset managers selected by the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, and the Trustee shall cease investing and reinvesting such moneys at the written direction of the Borrower.

(c) The Trustee shall have no responsibility with respect to the compliance by the Borrower or the Authority with respect to any covenant herein regarding investments made in accordance with this Article, other than to use its best reasonable efforts to comply with instructions from the Borrower regarding such investments. Since the investments permitted by this Section have been included at the request of the Borrower and the making of such investments will be subject to the Borrower's written direction, the Authority and the Trustee specifically disclaim any obligation to the Borrower for any loss arising from, or tax consequences of, investments pursuant to the provisions of this Section.

(End of Article VI)

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events is hereby declared an “Event of Default”:

(a) payments by the Authority of any installment of interest on any of the Bonds shall not be made when the same is due and payable; or

(b) payment by the Authority of the principal of or the redemption premiums, if any, on any of the Bonds shall not be made when the same is due and payable, either at maturity or by proceedings for redemption or acceleration or through failure to fulfill any payment to any Fund hereunder or otherwise; or

(c) any event of default as defined in Section 5.1 of the Loan Agreement or Section 4.1 of the Mortgage shall occur and be continuing; or

(d) the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereto on the part of the Authority to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Borrower by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding hereunder.

Section 7.02. Acceleration and Other Remedies. Upon the occurrence of any Event of Default specified in Section 7.01 and the continuance of the same for the period, if any, specified in said Section, the Trustee may, without any action on the part of the Bondholders, and shall upon the written request of the holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding hereunder (exclusive of any Bonds then owned by the Authority or the Borrower), and upon being indemnified to its satisfaction, by notice in writing delivered to the Authority and the Borrower, have, in addition to the remedies set forth elsewhere in this Article, the following rights and remedies:

(a) Acceleration. The Trustee shall have the right to declare the entire principal amount of the Bonds then Outstanding hereunder and the interest accrued thereon, immediately due and payable, and the said entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the right of the holders of the majority in principal amount of the Bonds then Outstanding, by written notice to the Trustee and to the Authority, to annul such declaration and destroy its effect as hereinafter provided.

(b) Receivership. Upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners of the Bonds, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers (acceptable to the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding), with respect to the Borrower and of the Trust Estate (including, without limitation, the Revenues) and the rents, revenues, income, products and profits related to the Project Facilities, pending such

proceedings, but, notwithstanding the appointment of any receiver, trustee or other custodian, the Trustee shall be entitled to the possession and control of any cash, securities or other instruments at the time held by, or payable or deliverable under the provisions of this Indenture to, the Trustee.

(c) Foreclosure. The Trustee shall have the right of foreclosure on all or any portion of the Project Facilities as provided in the Mortgage or any interest of the Borrower therein and may realize upon the security interest in the Trust Estate (including, without limitation, the Revenues) and exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of the State with respect thereto.

(d) Suit for Judgment on the Bonds. The Trustee shall be entitled to sue for and recover judgment, either before or after or during the pendency of any proceedings for the enforcement of the Lien of this Indenture, for the enforcement of any of its rights, or the rights of the Owners of the Bonds, but any such judgment against the Authority shall be enforceable only against the Trust Estate. No recovery of any judgment by the Trustee shall in any manner or to any extent affect the Lien of this Indenture or any rights, powers or remedies of the Trustee hereunder, or any Liens, rights, powers or remedies of the Owners of the Bonds, but such Liens, rights, powers and remedies of the Trustee, the Authority, and the Owners of the Bonds shall continue unimpaired as before.

(e) Exercise of Remedies in Loan Agreement. Exercise any and all remedies specified in the Loan Agreement.

Any term of this Indenture, the Loan Agreement or of any related document to the contrary notwithstanding, and notwithstanding an agreement of indemnity, the Trustee shall have no responsibility, obligation or duty to enter upon, or otherwise take possession or control of, the Project, or take any other action which could constitute taking possession or control of the Project (i) if it will require the approval of a governmental regulator that cannot be obtained, (ii) until the Trustee shall be indemnified to its sole satisfaction and (iii) until the Trustee shall be satisfied, in its sole discretion and determination, that neither it nor the trusts created hereby shall incur, by reason of such action, any personal liability under any federal or State law for hazardous wastes, hazardous materials or other environmental liabilities or any other liability. If the Trustee believes it prudent or appropriate prior to taking any action with respect to possession or control of the Project, the Trustee may, but shall not be obligated to, contract for, at the expense of the trusts created hereby, an environmental inspection of the Project.

Section 7.03. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding or to enforce any obligations of the Authority hereunder.

If an Event of Default shall have occurred, and if requested so to do by the owners of a majority in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 8.01 hereof, the Trustee shall exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee and the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.04. Right of Bondholders to Direct Proceedings. The owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time and subject to indemnification obligations under Section 8.01(m) hereof, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and the place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees of, and the expenses, liabilities and advances incurred or made by, the Trustee (including reasonable attorneys' fees and expenses, and any amounts indemnified pursuant to Section 3.14 of the Loan Agreement), and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the Persons entitled thereto of all installments of interest (including interest on overdue installments of interest, to the extent permitted by law) then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with

interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds (including interest on overdue installments of principal and, to the extent permitted by law, interest), without preference or priority of principal over interest or of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.06. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds. Any recovery of judgment shall, subject to the provisions of Section 7.05 hereof, be for the equal benefit of the owners of the Bonds.

Section 7.07. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (h) of Section 8.01, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an Event of Default, (iii) the owners of twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise

the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iv) they also have offered to the Trustee indemnity as provided in Section 8.01, and (v) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the owners of the Bonds. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Authority to pay the principal of and interest on the Bonds to the respective owners thereof at the time and place, from the source and in the manner provided in the Bonds.

Section 7.08. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority, the Borrower and the Trustee shall be restored to their former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.09. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so (other than a waiver of the fees and expenses of the Trustee) upon the written request of either the owners of (1) a majority in aggregate principal amount of all the Bonds in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) a majority in aggregate principal amount of all Bonds in the case of any other default; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of any Bonds at the date of maturity specified therein or the date established for the redemption of specific Bonds, or (b) any default in the payment when due of the interest on any Bonds unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all fees and expenses of the Trustee in connection with such default shall have been paid or provided for. In case of any such waiver or rescission or in the case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII

THE TRUSTEE

Section 8.01. Acceptance of the Trusts.

(a) The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Indenture. Prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, the Trustee shall perform such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents (including escrow agents), receivers or employees, but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified herein. The Trustee shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be counsel to the Authority or the Borrower). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for the validity of the execution by the Authority of this Indenture or any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds intended to be secured hereby, or otherwise as to the maintenance of the security hereof. The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Authority or the Borrower under the Loan Agreement or the Mortgage; but the Trustee may require of the Authority or the Borrower full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The Trustee shall have no obligation to perform any of the duties of the Authority under the Loan Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture. In taking any action or performing any duties or obligations under the Loan Agreement or the Mortgage, the Trustee shall be entitled to all of the protections, immunities, limitations from liability and indemnification accorded to the Trustee under this Indenture. In addition, any provisions governing the rights, immunities and protections of the Trustee under the Loan Agreement or the Mortgage are incorporated by reference into this Indenture as being applied to the Trustee as though fully set forth herein.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if it were not Trustee.

(e) The Trustee shall be protected in acting upon any Written Request, requisition, notice, request, consent, certificate, order, opinion, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper Person

or Persons. Any action taken by the Trustee pursuant to this Indenture, upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Authority by its Chair, or signed on behalf of the Borrower by an Authorized Borrower Representative, and attested by appropriate officers, as sufficient evidence of the facts therein contained. Prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable; provided, that the Trustee shall in no case be bound to secure the same. The Trustee may accept a certificate of the Secretary or Assistant Secretary of the Authority or the Secretary or Assistant Secretary of the Borrower under its seal to the effect that a resolution in the form therein set forth has been adopted by the Authority or the Borrower as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Borrower to cause to be made any of the payments to the Trustee required to be made hereunder, under the Loan Agreement or under the Mortgage, unless an officer in the corporate trust department of the Trustee has actual notice thereof or the Trustee shall be specifically notified in writing of such default by the Authority, the Borrower or the Beneficial Owners of at least a majority in aggregate principal amount of Bonds then Outstanding, and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the address of the Trustee provided for in this Indenture, and, in the absence of such notice so delivered, the Trustee may conclusively assume that there is no default except as aforesaid.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises. None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(j) Notwithstanding any other provision of this Indenture, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Loan Agreement or the Mortgage any showings, certificates, opinions,

appraisals or other information, or corporation action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, which the Trustee deems desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder.

(l) If any Event of Default under this Indenture shall have occurred and be continuing (of which the Trustee has been notified or is deemed to have notice, other than as provided in Section 8.01(h) hereof), the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent Person would exercise or use in the circumstances in the conduct of their own affairs.

(m) Before taking any action under this Indenture (except payments of principal and interest on the Bonds or acceleration), the Loan Agreement or the Mortgage or any other discretionary action at the request of the Beneficial Owners of at least a majority in aggregate principal amount of the Bonds Outstanding, the Trustee may require that a satisfactory indemnity bond be furnished for the payment of its extraordinary compensation and the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability that is adjudicated to have directly resulted from its negligence or willful misconduct in connection with any action so taken. The Trustee may take action without requiring such indemnification or other assurances and in such event, the Trustee shall be entitled to indemnification by the Borrower pursuant to Section 3.15 of the Loan Agreement and to reimbursement of its fees and expenses pursuant to Section 8.02 hereof.

(n) At the expense of the Borrower and provided that a copy of the filed original financing statement is timely delivered to the Trustee, the Trustee shall file such continuation statements as may be required under the Uniform Commercial Code to preserve the perfection of security interests hereunder and under the Loan Agreement which are so perfected. Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial, amendatory, or other filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of Collateral in such initial filings or for filing any modifications or amendments to the initial filings or any amendments or other changes to Article 9 of the Uniform Commercial Code of the State. The Trustee shall cause to be filed a continuation statement with respect to each Uniform Commercial Code financing statement relating to the Bonds which was filed at the time of the issuance thereof, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered to the Trustee. The Trustee shall be fully protected in (i) relying on information and descriptions with respect to such initial filing (or any continuation statements required) delivered to it by or on behalf of the Authority or the Borrower, as applicable and (ii) filing any continuation statements in the same filing offices as the initial filings were made.

(o) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee.

(p) The Trustee shall not be accountable for the use or application by the Borrower of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or for the use and application of money received by any paying agent.

(q) Delivery to the Trustee of any financial information, reports, opinions or other documents of the Borrower pursuant to the terms of this Indenture or the Loan Agreement is for informational purposes only. The Trustee has no obligation to review or analyze such information and the Trustee's receipt of such information shall not constitute constructive or actual notice of any information contained therein or determinable from information contained therein. The Trustee may provide copies thereof to bondholders that request such information. Notwithstanding the foregoing, the Trustee shall be required to review the Borrower's certificates of Days Cash on Hand (as defined in the Loan Agreement) and Coverage Ratio (as defined in the Loan Agreement) provided to the Trustee under Sections 3.22 and 3.23 of the Loan Agreement.

(r) The Trustee shall be under no responsibility to approve or evaluate any expert or other skilled Person selected by the Authority or the Borrower for any of the purposes expressed in this Indenture or the Loan Agreement.

(s) Notwithstanding anything contained in the Mortgage to the contrary, before taking any action hereunder or under the Mortgage which would result in the Trustee acquiring title to or taking possession of any portion or all of the Mortgaged Property, the Trustee may require such environmental inspections and tests of the property and other environmental reviews as the Trustee deems necessary and, if the Trustee determines that the taking of title or possession of all or any portion of the Mortgaged Property will expose the Trustee to claims or damages resulting from environmental or ecological conditions in any way relating to the Mortgaged Property or any activities at the Mortgaged Property, the Trustee may decline to take title to or possession of the Mortgaged Property or may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such foreclosure or other action.

(t) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 8.02. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement from the Borrower for reasonable fees for its services rendered hereunder, including any extraordinary services, and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services, and such amounts shall not be limited by statutory limitations (if any) on fees for trustees of express trusts. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and bond registrar for the Bonds but only as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred (including reasonable attorneys' fees and expenses and any amounts indemnified pursuant to Section 3.15 of the Loan Agreement), and the Trustee is hereby granted a lien on the amount established hereby to accomplish such payment.

Section 8.03. Trustee Acknowledgment and Agreement. For the avoidance of doubt, the Trustee acknowledges and agrees that, subject to the Trustee's receipt of satisfactory indemnity, this Indenture requires actions to be taken, including without limitation, the exercise of remedies and the entry into supplemental indentures, at the direction of the Beneficial Owners of at least a majority of the aggregate principal amount of the Bonds. In the case that the Trustee is directed by applicable percentage of Beneficial Owners, the Trustee acknowledges and agrees that it shall, subject to the terms of this Indenture, including the receipt of satisfactory indemnity, follow such direction without any requirement for an order from any court pursuant to any state statute.

Section 8.04. Intervention by Trustee. In any judicial proceeding to which the Authority is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.01(m), shall do so if requested in writing by the owners of at least a majority in aggregate principal amount of all Bonds then Outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.05. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its municipal corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, that each successor Trustee arising pursuant to the provisions of this Section shall have a reported capital surplus and undivided profits of not less than \$50,000,000 and, if not, the parent of each successor Trustee shall guarantee the successor Trustee's obligation under this Indenture.

Section 8.06. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Authority, the Borrower and (by registered or certified mail) to each registered owner of Bonds then Outstanding, and such resignation shall take effect at the end of such thirty (30) days, or upon the

earlier appointment of a successor Trustee by the Bondholders or by the Borrower. Such notice to the Authority and the Borrower may be served personally or sent by registered or certified mail. If neither the Bondholders nor the Borrower appoints a successor Trustee within thirty (30) days of the Trustee providing notice of its resignation, the Trustee, at the Borrower's expense, may petition a court of competent jurisdiction to appoint a successor Trustee.

Section 8.07. Removal of the Trustee. The Trustee can be removed at any time upon thirty (30) days' notice by the Borrower if no Event of Default has occurred or no event has occurred which, with the passage of time, would constitute an Event of Default. The Trustee may be removed by the Borrower, or by an instrument or concurrent instruments in writing delivered to the Trustee and to the Authority and signed by the owners of a majority in aggregate principal amount of Bonds then Outstanding; provided, however, that in the case of removal by the Borrower, the Borrower shall give at least 60 days' prior notice of such removal by mail to the registered owners of all then outstanding bonds, and such removal shall not be effective if the owners of at least a majority in aggregate amount of Bonds Outstanding file written instruments with the Borrower or the Trustee objecting to the proposed removal by the proposed effective date.

Section 8.08. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Borrower, by an instrument executed by its Authorized Borrower Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Borrower shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital, surplus and undivided profits of not less than \$50,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.09. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, after payment of its fees, costs and expenses, on the written request of the Borrower or the predecessor Trustee, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Borrower be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Borrower. The resignation of any Trustee and the instrument or instruments removing any Trustee

and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Successor Trustee as Trustee of Funds, Authenticating Agent, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and authenticating agent, bond registrar and paying agent for the principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, bond registrar, authenticating agent and paying agent.

Section 8.12. Trust Estate May be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law the State) denying or restricting the right of banking corporations or associations to transact business as Trustees in such jurisdictions. It is recognized that in case of litigation under this Indenture or the Loan Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Borrower be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Borrower. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 8.13. Instructions or Directions to the Trustee. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (the “Instructions”) given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Borrower shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (the “Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Borrower whenever a Person is to be added or deleted from the listing. If the Borrower elects to give the Trustee instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Borrower understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Borrower shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Borrower and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Borrower. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Borrower agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Borrower; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 8.14. Notice of Objections Regarding Management Consultant. In connection with the selection of a Management Consultant pursuant to Sections 3.23 and 3.24 of the Loan Agreement, no later than two business days after the end of the Objection Period the Trustee shall notify the Borrower of the total number of Objection Notices the Trustee has received. If the Beneficial Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding provide an Objection Notice to the Trustee within the Objection Period, then the Trustee shall notify the Borrower to select an alternate Management Consultant.

(End of Article VIII)

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.01. Supplemental Indentures Not Requiring Consent of Bondholders. The Authority and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) In connection with the issuance of Additional Bonds, to set forth such matters as are specifically required or permitted hereunder or such other matters as will not adversely affect the holders of the Bonds then Outstanding;
- (b) To cure any ambiguity or formal defect or omission in this Indenture;
- (c) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (d) To subject to the lien of this Indenture additional revenues, properties or collateral;
- (e) To make any changes not detrimental to the Bondholders necessitated by duly authorized changes in the Loan Agreement or the Mortgage; or
- (f) To make any other change in this Indenture which is not adverse to the owners of the Bonds and does not impair the security hereof, and, in the judgment of the Trustee, is not materially adverse to the Trustee.

Section 9.02. Supplemental Indentures Requiring Consent of the Bondholders. Exclusive of supplemental indentures covered by Section 9.01 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority of the amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of one or more indentures supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this Section contained shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the owners of such Bond or (b) a preference of any Bond over any other Bond without the consent of the owner of all Bonds Outstanding, or (c) a reduction in the aforesaid aggregate principal amount of Bonds the owners of which are required to consent to any such supplemental indenture, without the consent of the owners of not less than eighty percent (80%) of the principal amount of the Bonds at the time Outstanding which would be affected by the action to be taken, or (d) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice, prepared by the Borrower, of the proposed execution and delivery of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be mailed by certified or registered mail to the Borrower at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.03. Opinion of Counsel. The Trustee shall be provided with, and shall be fully protected in relying upon, an opinion of counsel selected by the Borrower as conclusive evidence that (i) any supplement complies with the provisions of this Indenture and the Loan Agreement, (ii) it is proper for the Trustee to execute such supplement under the provisions of this Article, and (iii) the action proposed to be taken will not adversely affect the exemption of interest on the Tax-Exempt Bonds from Federal income taxation and the validity of the Bonds.

(End of Article IX)

ARTICLE X

AMENDMENTS TO THE LOAN AGREEMENT AND THE MORTGAGE

Section 10.01. Amendments, etc., to Loan Agreement Not Requiring Consent of Bondholders. The Authority and the Trustee with the consent of the Borrower shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Loan Agreement as may be required (i) by the provisions of the Loan Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the opinion of counsel to the Borrower or an opinion of Bond Counsel, does not materially adversely affect the rights of the Holders of the Bonds, and is not to the prejudice of the Trustee or the owners of the Bonds.

Section 10.02. Amendments, etc., to Loan Agreement and Mortgage Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.01 hereof, neither the Authority nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement or the Mortgage without the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and procured as provided in Section 9.02.

Section 10.03. No Amendment May Alter the Series 2026 Note. Under no circumstances shall any amendment to the Loan Agreement alter the Series 2026 Note or the payments of principal and interest thereon, without the consent of the owners of all the Bonds at the time Outstanding.

Section 10.04. Opinion of Counsel. The Trustee shall be provided with, and shall be fully protected in relying upon, an opinion of counsel selected by the Borrower as conclusive evidence that (i) any amendment to the Loan Agreement complies with the provisions of this Indenture and the Loan Agreement, (ii) it is proper for the Trustee to consent to such amendment under the provisions of this Article, and (iii) the action proposed to be taken will not adversely affect the exemption of interest on the Tax-Exempt Bonds from Federal income taxation and the validity of the Bonds.

(End of Article X)

ARTICLE XI

MISCELLANEOUS

Section 11.01. Satisfaction and Discharge.

(a) All rights and obligations of the Authority and the Borrower under the Loan Agreement, the Series 2026 Note and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall cancel the Series 2026 Note and deliver it to the Borrower, shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of the Indenture, and shall assign and deliver to the Borrower any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of, interest on, or premium, if any, on the Bonds and except the Rebate Fund) when:

(i) all fees and expenses of the Trustee and any paying agent shall have been paid or provided for to the satisfaction of the Trustee and any paying agent;

(ii) the Authority and the Borrower shall have performed all of their covenants and promises in the Loan Agreement, the Series 2026 Note and this Indenture; and

(iii) all Bonds theretofore authenticated and delivered (A) have become due and payable, or (B) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Borrower, or (C) have been delivered to the Trustee cancelled or for cancellation; and, in the case of (A) and (B) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or noncallable Federal Securities or Escrowed Municipals the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, in the opinion of independent certified public accountants selected by the Borrower, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds prior to the redemption date or maturity date thereof, as the case may be;

provided, however, none of the Tax-Exempt Bonds may be advance refunded if under any circumstances the interest on such refunded Tax-Exempt Bonds would become includable in gross income for purposes of Federal income taxation or if such advance refunding is not permitted by the laws the State. The Trustee may rely upon an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that interest on the Tax-Exempt Bonds being refunded will not be subject to Federal income taxation, notwithstanding the satisfaction and discharge of this Indenture and that any and all conditions precedent to the satisfaction and discharge of this Indenture have been complied with.

(b) Any Bond or Bonds and all interest due thereon shall prior to the maturity or redemption date be deemed to have been paid if, under circumstances which do not render interest on the Tax-Exempt Bonds includable in gross income for purposes of Federal income taxation, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient,

or noncallable Federal Securities or Escrowed Municipals, the principal of and the interest on which when due will provide moneys which, together with moneys, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of independent certified public accountants selected by the Borrower, to pay when due the principal, premium, if any, or redemption price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption dates or maturity dates thereof. The Trustee may rely upon an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that interest on the Tax-Exempt Bonds being refunded will not be subject to Federal income taxation.

(c) A Bond that is deemed to have been paid under this Section 11.01 shall not thereafter be Outstanding for purposes of this Indenture, including Section 11.01 hereof, and shall not be entitled to the pledge of any Collateral or other moneys or securities of the Authority which are pledged under this Indenture for Outstanding Bonds or any other rights or to benefits under or to provisions of this Indenture except that (i) the refunding escrow fund held by the Trustee shall be held for the sole benefit of the owners of such defeased Bonds and for the payment when due of the principal on maturity or redemption price of and the interest accrued to the maturity date or redemption date on the defeased Bonds; (ii) any amounts held on the date of defeasance in the Debt Service Fund for the purpose of satisfying a Principal Requirement for the defeased Bonds shall be added to such escrow fund; (iii) the provisions relating to payment, transfer, exchange and redemption shall continue to be applicable to the defeased Bonds; and (iv) the Trustee shall be governed by the applicable provisions of Article VIII.

(d) The Trustee's immunities and protections and rights to indemnification, together with the Trustee's rights to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and the final payment of the Bonds.

Section 11.02. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.01 shall be held in trust for the owners of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through any paying agent, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.03. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in Person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Loan Agreement requires that any such consent or other action be taken by the owners of a specified percentage, fraction or majority of the Bonds Outstanding, any such Bonds held by or for the account of the Authority or the Borrower shall not be deemed to be Outstanding hereunder for the purpose of determining whether such requirement has been met. For all other purposes, Bonds held by or for the account of the Authority or the Borrower shall be deemed to be Outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture

and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely the fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

If the Borrower shall propose to adopt a supplemental or amendatory indenture or loan agreement requiring consent of the Bondholders, it shall cause notice of the proposed adoption of such supplemental or amendatory indenture or loan agreement to be mailed to each registered owner at the registered address as shown on the books of the Borrower kept by the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental or amendatory indenture and shall state that copies thereof are on file at the principal office of the Borrower for inspection by all Bondholders. If within six months following the mailing of such notice, the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding (determined as provided in this Section 11.03) at the time of the mailing of such notice have consented in writing to the adoption thereof, upon the adoption of such supplemental or amendatory indenture or loan agreement, this Indenture and the Loan Agreement shall be deemed to be amended or supplemented in accordance therewith.

Section 11.04. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the owners of the Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Borrower and the owners of the Bonds.

Section 11.05. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.06. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (i) by Electronic Means, (ii) when mailed by registered or certified mail, postage prepaid, (iii) delivered in Person, or (iv) sent by overnight courier service (except as otherwise provided in this Indenture), in each case with proper address as indicated below. The Authority, the Borrower and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Borrower: Bio-Med Science Academy STEM School
4209 OH-44
Rootstown, OH 44272
Attention: Superintendent

With a copy to Bricker Graydon LLP
100 S. Third Street
Columbus, Ohio 43215
Attention: Julia E. Konieczny, Esq.
Email: JKonieczny@bricker.com

To the Authority: Portage County Port Authority
217 S. Chestnut Street
Ravenna, Ohio 44266
Attention: Secretary-Treasurer
Email: dfierle@portagedevbd.org

With a copy to: Roetzel & Andress
222 South Main Street, 4th Floor
Akron, Ohio 44308
Attention: Justin P. Markey, Esq.
Email: jmarkey@ralaw.com

To the Trustee: Argent Institutional Trust Company
8040 Hosbrook Suite 430
Cincinnati, Ohio 45236
Attention: Cheri Scott-Geraci, Director
Email: cscott-geraci@argentfinancial.com

All notices, approvals, consents, requests and any communications to the Trustee hereunder or under the Loan Agreement or the Mortgage must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign or any other electronic signature provider acceptable to the Trustee).

Section 11.07. Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as principal paying agent and bond registrar for and in respect to the Bonds.

Section 11.08. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.09. Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this

agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this agreement in a usable format. Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the parties choose to use electronic signatures to sign documents delivered to the Trustee, such parties agree to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State. THE AUTHORITY AND THE TRUSTEE HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CLARK COUNTY, OHIO WITH RESPECT TO ANY MATTER OR DISPUTE REGARDING OR RELATED TO THIS AGREEMENT AND THE SERIES 2026 NOTE, ISSUED HEREUNDER. THE AUTHORITY AND THE TRUSTEE HEREBY WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND, WITHOUT WAIVER OF ANY RIGHTS OF APPEAL AS MAY EXIST WITH RESPECT THERETO, HEREBY CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

Section 11.11. Limited Obligation of Bonds; No Personal Liability.

(a) Notwithstanding any provision of this Indenture, the Loan Agreement or the Bonds to the contrary:

(i) The Bonds are special, limited obligations of the Authority, payable solely from and secured by the revenues pledged to the payment thereof pursuant to this Indenture and the Loan Agreement. The Bonds are not and never shall become general obligations of the Authority.

(ii) Neither the Authority, the State, nor any of its political subdivisions shall be directly, indirectly, contingently or morally obligated to use any other moneys or assets to pay all or any portion of the debt service due on the Bonds, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

(iii) The State shall not in any event be liable for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken or made by the Authority or the Borrower. The Authority shall not in any event be liable for the performance of any pledge, obligation or agreement of any kind whatsoever undertaken or made by the Borrower.

(iv) The Bonds are not a pledge of the faith and credit of the Authority, the State or any of its political subdivisions nor do they constitute indebtedness within the meaning

of any constitutional or statutory debt limitation. Neither the Bonds, the Loan Agreement, nor any of the agreements or obligations of the Authority or the Borrower shall be construed to (i) constitute an indebtedness or obligation, general, moral or otherwise, of the State or the Authority within the meaning of any constitutional or statutory provisions or (ii) give rise to any pecuniary liability on, or be a charge against, the general credit or taxing powers of the State or the Authority.

(v) The Authority shall not be liable for payment of the principal of, premium, if any, or interest on the Bonds or any other costs, expenses, losses, damages, claims or actions of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Indenture, the Bonds or any other documents, except only to the extent amounts are received for Bond payments or loan payments from the Borrower under this Indenture or the Loan Agreement.

(vi) It is hereby understood and agreed that all of the representations and warranties of the Authority contained in this Indenture and Loan Agreement are subject to the limitations set forth in this Section 11.10 and are not intended to and do not create a general obligation of the Authority.

(b) Notwithstanding any provision of this Indenture, the Loan Agreement or the Bonds to the contrary, the Authority shall be entitled to refrain from taking any action otherwise required of it under this Indenture, the Tax Certificate and Agreement or the Loan Agreement unless and until the Borrower shall have caused adequate provision for the payment of any and all reasonable costs and expenses, outlays, and counsel fees and other disbursements, and against all liability, to be provided for the account of the Authority in advance of taking such action. Notwithstanding any provision of this Indenture, the Loan Agreement or the Bonds to the contrary, the Authority may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel.

(c) Notwithstanding any provision of this Indenture, the Loan Agreement or the Bonds to the contrary:

(i) No Person executing this Indenture, the Bonds, the Loan Agreement, any certificate, statement, request, requisition or order of the Authority, or any other agreement or instrument of the Authority (each an "Authority Delivery"), is liable personally on or with respect to such Authority Delivery or otherwise subject to any personal liability or accountability by reason thereof.

(ii) No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or any certification, obligation, covenant or agreement in any Authority Delivery against any past, present or future member, officer, agent, attorney, employee, director, trustee or other official of the Authority or any incorporator, member, officer, agent, attorney, employee, director, trustee, other official or independent contractor of any successor corporation of the Authority or any Person executing the Bonds or any other Authority Delivery.

(iii) No covenant, stipulation, promise, certification, agreement or obligation contained in the Bonds, this Indenture, the Loan Agreement or any other Authority Delivery executed in connection therewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future member, director, trustee, officer, agent, attorney, employee or other official of the Authority in his or her individual capacity, and neither any official of the Authority, nor any officers executing the Bonds, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds unless such claim is based upon the willful dishonesty of or intentionally violation of law by such Person.

(d) By their purchase of each Bond, each Bondholder shall be deemed to have acknowledged and agreed to the provisions of this Section 11.10.

Section 11.12. Holidays. If any payment on a Bond is due on a Saturday, Sunday or bank holiday or other non-business day applicable to the Trustee or paying agent, that payment may be made on the next succeeding business day on which the Trustee or paying agent is open for business with the same force and effect as if that payment were made on the date due and no interest shall accrue for the period after that date.

Section 11.13. General Limitations. The Bonds are special and limited obligations of the Authority. The principal of and premium, if any, and interest on the Bonds are payable solely out of the Collateral, including the revenues derived from the Series 2026 Note delivered to the Authority and endorsed to the Trustee. None of the Authority, the State or any political subdivision thereof shall in any event be liable for the payment of the principal of or premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Borrower. Neither the Bonds, the Series 2026 Note nor any of the agreements or obligations of the Authority or the Borrower shall be construed to constitute an indebtedness of the Authority, the State nor any political subdivision thereof within the meaning of any constitutional or statutory provisions whatsoever, or a pledge of the faith and credit of the Authority, the State or any political subdivision thereof, nor do they constitute or give rise to a pecuniary liability on, or be a charge against, the general credit or taxing powers, if any, of the Authority, the State nor any political subdivision thereof. No Person has any right to have the Authority, the State or any political subdivision thereof levy any taxes or appropriate any funds for the payment of the principal of or premium, if any, or interest on the Bonds or the obligations of the Borrower under the Loan Agreement or the Series 2026 Note.

(End of Article XI)

IN WITNESS WHEREOF, the Authority and the Trustee have each caused this Indenture to be executed and delivered, in its respective name and on its behalf, by its respective duly authorized officers or signers, all as of the day and year first above written.

PORTAGE COUNTY PORT AUTHORITY

By: _____
John Ryan, Chairman

ARGENT INSTITUTIONAL TRUST COMPANY,
as Trustee

By: _____

Name: _____

Title: _____

CERTIFICATE

The undersigned, Fiscal Officer of the Portage County Port Authority, hereby certifies that the money required to meet its obligations during the year 2026 under the foregoing Indenture has been lawfully appropriated by its Board of Directors for such purposes and is in its treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2026

Fiscal Officer
Portage County Port Authority

EXHIBIT A

(FORM OF SERIES 2026 BOND)

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Authority or its agent for registration of transfer, exchange, or payment, and any Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-1

UNITED STATES OF AMERICA
STATE OF OHIO

PORTAGE COUNTY PORT AUTHORITY
REVENUE BONDS
(BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT),
SERIES 2026

Interest Rate	Maturity Date	Dated Date	Authentication Date	CUSIP
____%	_____, 20__	_____, 20__	_____, 20__	

Registered Owner: CEDE & CO.

Principal Sum: _____ Dollars (\$_____)

The Portage County Port Authority (the “Authority”), a port authority and a body corporate and politic duly organized and validly existing under and by virtue of the laws of the State of Ohio (the “State”), for value received, promises to pay to the Registered Owner specified above, or registered assigns, but solely from the sources and in the manner referred to herein, the Principal Sum as set forth above on the Maturity Date as set forth above, and to pay interest thereon to the Maturity Date as set forth above (unless this bond shall have been duly called for prior redemption and payment provided therefor). This bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date on which it is authenticated and delivered (such date of authentication and delivery being the “Authentication Date” as set forth above) unless (a) it is authenticated and delivered after the 1st day of the month which includes the next Interest Payment Date (as defined in the hereinafter defined Indenture), and all interest up to and including interest due on such payment date is or has been paid when due, in which event it shall bear interest from such Interest Payment Date or (b) it is issued and authenticated on or prior to _____ 1, 202____, in which event it shall bear interest from the date of its delivery as set forth above (the “Dated Date”). Such interest shall be payable to the Registered Owner or registered assigns appearing on the registration books maintained by the bond registrar as of the close of business on the 1st day of the calendar month next preceding the applicable Interest Payment Date, at the

Interest Rate per annum as set forth above, payable semi-annually on June 1 and December 1 in each year, commencing on December 1, 2026.

The principal of and premium, if any, on this bond are payable in such coin or currency which, on the dates of payment, is legal tender for the payment of debts due the United States of America, at the principal corporate trust operations office of Argent Institutional Trust Company, as trustee (the "Trustee"). The interest is payable by check or draft drawn on the Trustee and mailed to the Registered Owner hereof. Upon the written request of a Registered Owner of at least \$1,000,000 in aggregate principal amount of Bonds Outstanding, delivered to the Trustee at least thirty (30) days prior to an Interest Payment Date, and compliance with the reasonable requirements of the Trustee, all payments of principal, premium, and interest on such Bonds shall be paid by wire transfer in immediately available funds to an account designated by such Registered Owner in its request, which request shall remain in effect until revoked. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day with the same effect as if made on the payment date. The Trustee shall wire transfer payments so that such payments are received at the depository by 2:30 p.m. (New York City Time), so long as sufficient funds have been collected and are on deposit with the Trustee in a timely manner for such purpose.

This bond is issued pursuant to the Constitution and laws of the State, particularly Sections 4582.21 through 4582.60, Ohio Revised Code, as amended, and the authorities therein mentioned, including Sections 13 and 16 of Article VIII, Ohio Constitution (collectively, "Port Act"), and to a resolution duly enacted by the Board of Directors of the Authority and is issued by the Issuer to accomplish the public purposes of the Act by financing Project Costs (as defined in the Indenture) of "port facilities" (as defined in the Port Act). This bond is one of a series of bonds issued under the Trust Indenture dated as of ____ 1, 2026, between the Authority and the Trustee (the "Indenture") designated Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026, dated the date of their delivery and issued in the aggregate principal amount of \$_____ (the "Series 2026 Bonds"), for the purpose of providing funds to Bio-Med Science Academy STEM School (the "Borrower"), an Ohio nonprofit corporation, which is qualified as tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), to: (i) finance the construction, renovation, acquisition, and equipping of K-6 STEM School facility for the Borrower, which is housed on the campus of Kent State University and located at 800 E. Summit Street, Kent, Ohio (collectively, the "Project Facilities"), which constitute "port authority facilities," as defined in Ohio Revised Code Section 4582.21; (ii) finance new equipment and materials at the Borrower's Rootstown campus, which is housed on the campus of Northeast Ohio Medical University and located at 4211 St. Rt. 44, Rootstown, Ohio; (iii) fund a debt service reserve fund for the Series 2026 Bonds; (iv) fund capitalized interest on the Series 2026 Bonds; and (v) pay costs of issuance of the Series 2026 Bonds

The proceeds of the Series 2026 Bonds will be provided to the Borrower pursuant to the Loan Agreement dated as of ____ 1, 2026 (the "Loan Agreement") between the Borrower and the Authority, which prescribes the terms and conditions under which the Borrower shall repay such loan. To secure the obligations of the Borrower under the Loan Agreement with respect to the Series 2026 Bonds, the Borrower has delivered to the Trustee its Series 2026 Note, dated the

date of initial delivery (the “Series 2026 Note”), issued pursuant to the terms of the Loan Agreement. The Loan Agreement and the Indenture create a lien on and security interest in various funds created under the Indenture, and the moneys therein, including the Reserve Fund (as defined in the Indenture). The Series 2026 Note is further secured by the Mortgage (as defined in the Indenture) and a pledge of the Borrower’s Gross Revenues (as defined in the Loan Agreement).

The Series 2026 Bonds are issued under and entitled to the security of the Indenture, duly executed and delivered by the Authority to the Trustee, pursuant to which the Series 2026 Note and all rights and interests of the Authority under the Loan Agreement, except for Unassigned Rights, are pledged and assigned by the Authority to the Trustee as security for the Series 2026 Bonds. Reference is made to the Indenture and to all indentures supplemental thereto and to the Loan Agreement for a description and extent of the security, the rights, duties and obligations of the Authority and the Trustee, the rights of the owner of this bond, and to all the provisions of which the owner hereof by the acceptance of this bond assents.

Interest on the Series 2026 Bonds shall be paid in arrears on each Interest Payment Date until maturity or upon prior redemption. The interest on the Series 2026 Bonds for each period shall be computed on the basis of a 360-day year, consisting of twelve (12) thirty (30) day months.

This bond is transferable by the registered owner hereof in Person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this bond. Upon such transfer a new registered bond will be issued to the transferee in exchange therefor. The Trustee shall not be required to transfer or exchange this bond after the mailing of notice calling this bond for redemption has been made (except for the portion of any Bond not called for redemption), nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Series 2026 Bonds.

The Authority and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the premium, if any, hereon, and interest due hereon and for all other purposes, and neither the Authority nor the Trustee shall be affected by any notice to the contrary. The Series 2026 Bonds are issuable in authorized denominations of \$5,000 plus any \$5,000 integral multiple in excess thereof. The Series 2026 Bonds may not be registered to bearer. Subject to the limitations and upon payment of the charges provided in the Indenture, the Series 2026 Bonds may be exchanged for a like aggregate principal amount of registered Bonds of the same maturity of authorized denominations.

The Series 2026 Bonds are subject to redemption upon such terms and in such manner as set forth in the Indenture.

Notwithstanding the foregoing, the Borrower reserves the right in the Indenture to give notice of its election to redeem Bonds pursuant to the Indenture; provided, that such notice may state that the Borrower retains the right to rescind such notice at any time prior to and including the scheduled redemption date upon delivery of written instructions to the Trustee instructing the Trustee to rescind the redemption notice. Upon such rescission, the notice and redemption will be of no effect. In such event, the Trustee will give prompt notice of any such rescission of a

conditional notice of redemption to the affected registered owners. Any Bonds subject to conditional redemption where redemption has been rescinded will remain outstanding under the Indenture and the rescission will not constitute an Event of Default under the Indenture.

In the event of a partial redemption of any single Bond, there shall be no cost or charge to the Registered Owner for the transfer or exchange of a new Bond for the unredeemed portion.

THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON, ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, SECURED AS DESCRIBED HEREIN AND PAYABLE SOLELY OUT OF THE TRUST ESTATE, INCLUDING WITHOUT LIMITATION THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT AND AS PLEDGED AND ASSIGNED FOR ITS PAYMENT IN ACCORDANCE WITH THE INDENTURE AND ARE AN OBLIGATION OF THE AUTHORITY ONLY TO THE EXTENT OF THE PLEDGED REVENUES, ALL AS FURTHER DESCRIBED IN THE INDENTURE. **THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE PLEDGED REVENUES WILL BE ADEQUATE TO PAY DEBT SERVICE CHARGES ON THE SERIES 2026 BONDS.** THIS BOND AND THE OBLIGATION TO PAY PRINCIPAL OR PREMIUM, IF ANY, WITH RESPECT HERETO, AND INTEREST HEREON, ARE NOT NOW AND SHALL NEVER CONSTITUTE A GENERAL OR MORAL OBLIGATION, DEBT OR LIABILITY OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE PURVIEW OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND. THIS BOND SHALL BE PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING WITHOUT LIMITATION THE REVENUES AND INCOME DERIVED FROM THE LOAN AGREEMENT, AS PLEDGED AND ASSIGNED FOR ITS PAYMENT IN ACCORDANCE WITH THE INDENTURE. NO PERSON SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO PAY ANY PRINCIPAL INSTALLMENT OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THIS BOND. NO COVENANT OR AGREEMENT CONTAINED IN THIS BOND, THE LOAN AGREEMENT OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE AUTHORITY OR ANY OFFICER, EMPLOYEE OR AGENT OF THE AUTHORITY, AND NEITHER THE MEMBERS OF THE AUTHORITY NOR ANY OFFICER, EMPLOYEE OR AGENT THEREOF SHALL BE LIABLE PERSONALLY ON THIS BOND OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THIS BOND. THIS BOND DOES NOT CONSTITUTE OR GIVE RISE TO ANY PECUNIARY LIABILITY OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NONE OF THE AUTHORITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND, OR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE BORROWER.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this bond or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future incorporator, member, officer, director, trustee, employee or agent of the Authority or any incorporator, member, officer, director, trustee, employee or agent of any successor corporation, as such, either directly or through the Authority or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, members, officers, directors, trustees, employees or agents as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of this bond.

The owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of the Series 2026 Bonds issuable under the Indenture and then outstanding may become or be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State and under the Indenture precedent to and in the issuance of this bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this bond have been duly authorized by resolutions duly adopted by the Authority.

This bond shall not be a valid obligation until authenticated by the Trustee, or its successor in trust, by execution of the Trustee's Certificate of Authentication endorsed hereon.

IN WITNESS OF THE ABOVE, the Board of Directors of the Portage County Port Authority has caused this bond to be executed, in the name of the Issuer and in their official capacities, by the facsimile signatures of the Executive Director and the Secretary of the Board, as of the date shown above.

PORTAGE COUNTY PORT AUTHORITY

By: _____
Chairman

And By: _____
Secretary-Treasurer

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This bond is one of the Series 2026 Bonds described in the within-mentioned Indenture.

Date: _____, 2026

ARGENT INSTITUTIONAL TRUST COMPANY,
as Trustee

By: _____
Authorized Representative

The following abbreviations, when used in the inscription of the face of the within Series 2026 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM
JT TEN

as tenants in common
as joint tenants with right of survivorship and not as
tenants in common

UNIF TRAN MIN ACT - _____ Custodian _____
(Cust) (Minor)

under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(please insert social security or
other identifying number of assignee)

(please print or typewrite name and address of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ,
_____ Attorney, to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by
an eligible guarantor institution participating
in a Securities Transfer Association
recognized signature guarantee program.

NOTICE: The signature to this assignment
must correspond the name as it appears upon
the face of the within Bond in every
particular, without alteration or
enlargement or any change whatever.

(End of Series 2026 Bond Form)

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APPENDIX E
FORM OF LOAN AGREEMENT

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LOAN AGREEMENT

BETWEEN

BIO-MED SCIENCE ACADEMY STEM SCHOOL

AND

PORTAGE COUNTY PORT AUTHORITY

Relating to:

Portage County Port Authority
Revenue Bonds
(Bio-Med Science Academy STEM School Project),
Series 2026

Dated as of ____ 1, 2026

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LOAN AGREEMENT

This is a **LOAN AGREEMENT** dated as of ____ 1, 2026 (this “Loan Agreement”) between **BIO-MED SCIENCE ACADEMY STEM SCHOOL**, an Ohio nonprofit corporation (the “Borrower”), and the **PORTAGE COUNTY PORT AUTHORITY**, a port authority and political subdivision duly organized and validly existing under the laws of the State of Ohio (the “Authority”) (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof).

PRELIMINARY STATEMENT

WHEREAS, pursuant to Section 13 of Article VIII of the Ohio Constitution and the Act, the Authority has determined to issue, sell, and deliver its Bonds and to loan the proceeds derived from the sale thereof to the Borrower to assist in the financing and refinancing of the Project to be undertaken by the Borrower; and

WHEREAS, the Borrower and the Authority each has full right and lawful authority to enter into this Loan Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed;

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the Authority and the Borrower agree as follows (provided that any obligation of the Authority created by or arising out of this Loan Agreement shall never constitute a general debt of the Authority or give rise to any pecuniary liability of the Authority but shall be payable solely out of the payments to be made on the Note and under this Loan Agreement (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof and under certain circumstances proceeds from insurance and condemnation awards) and after payment of Bond Service Charges):

GRANTING CLAUSES

In consideration of the premises, the loan of the proceeds of the Bonds to be made by the Authority, the acceptance of the Note by the Authority, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest payable on the Note and the performance of all the covenants of the Borrower contained herein, the Borrower has executed and delivered this Loan Agreement and by these presents does pledge and deposit or agree to pledge and grant the Trustee or its agents on behalf of the Authority a security interest in (i) its Gross Revenues, (ii) any and all moneys and securities from time to time on deposit in all Funds and Accounts created under the Indenture (other than the Rebate Fund created under Section 4.07 of the Indenture), (iii) all proceeds of and substitutions for the moneys and securities in said Funds and Accounts referred to in clause (ii) (other than the Rebate Fund), including intangibles, contract rights, rights to receive payment upon sale and rights to receive delivery of substitute securities and (iv) all other property of any kind conveyed, transferred, mortgaged, pledged, assigned or hypothecated at any time as and for additional loans under this Loan Agreement in favor of the Trustee, which is hereby authorized to receive all such property at any time and to hold and apply it subject to the terms of

the Indenture (all of the foregoing, together with any property pledged under the Indenture, collectively called the “Collateral”).

TO HAVE AND TO HOLD the Collateral, whether now or hereafter acquired, unto the Authority, its successors and assigns forever; provided, however, that this Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises expressed in the Note and this Loan Agreement to be kept, performed and observed by the Borrower, then this Loan Agreement and the rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

The Borrower and the Authority hereby further covenant and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Terms Defined. As used in this Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“Accountant” means any independent certified public accounting firm licensed to practice in the State (which may be the firm of accountants that regularly audits the books and accounts of the Borrower) from time to time selected by the Borrower.

“Act” or “Port Act” means Sections 4582.21, et seq., Ohio Revised Code, as enacted and amended pursuant to Section 13 of Article VIII of the Ohio Constitution.

“Additional Bonds” means additional Bonds that may be issued by the Authority in its sole and exclusive discretion with respect to the Project under the Indenture.

“Additional Payments” means the payments required to be made by the Borrower pursuant to Section 3.4 of this Loan Agreement.

“Affiliate” or “Affiliates” means a Person or Persons sharing common ownership, management or control.

“Annual Debt Service” means, as of any date of calculation, the Principal and Interest Requirements on Long-Term Indebtedness (provided the final maturity payment for a Series of Bonds shall be reduced by amounts on deposit in the Reserve Fund and available for such payment) for any current Fiscal Year of the Borrower, taking into account the provisions for determining the Principal and Interest Requirements on Long-Term Indebtedness set forth in this Loan Agreement.

“Annual Loan Payments” means, as of any date of calculation, the amount of Loan Payments to be paid under this Loan Agreement with respect to the current Fiscal Year of the Borrower; provided that for purposes of this calculation, the Loan Payments due in the final year of the Loan shall be reduced by amounts on deposit in the Reserve Fund and available for such payment.

“Authority” means the Portage County Port Authority, a port authority and political subdivision duly organized and validly existing under the laws of the State.

“Authorized Borrower Representative” means the President of the Governing Board of the Borrower, the Secretary and the Treasurer of the Borrower, and such others as are designated in writing to the Trustee from time to time.

“Balloon Amount” means the largest amount maturing on any Balloon Indebtedness during any twelve consecutive months in which such Balloon Indebtedness is outstanding.

“Balloon Indebtedness” means Long-Term Indebtedness where the Principal and Interest Requirements on such Long-Term Indebtedness due (or payable in respect of any required purchase of such Long-Term Indebtedness by such person on demand) in any fiscal year either are equal to at least 25% of the total Principal and Interest Requirements on such Long-Term Indebtedness. Balloon Indebtedness does not include Indebtedness which otherwise would be classified as Put Indebtedness.

“Beneficial Owner(s)” means the person or entity for whom the Bonds were deposited with DTC in the name of its nominee, Cede & Co.

“Bond Counsel” means a nationally recognized firm of municipal bond attorneys selected by the Borrower.

“Bond Service Account” means the Bond Service Account established by Section 4.03 of the Indenture.

“Bond Service Charges” means, for any period or payable at any time, the principal of and interest and any premium due on the Bonds for that period or payable at that time whether due at maturity or upon acceleration or redemption.

“Bonds” means the Series 2026 Bonds and any Additional Bonds.

“Borrower” means Bio-Med Science Academy STEM School, an Ohio nonprofit corporation, duly organized and validly existing under the laws of the State.

“Capital Improvements” means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions which, under Generally Accepted Accounting Principles as prescribed by the Governmental Accounting Standards Board, are properly chargeable as capital items.

“Closing Date” means _____, 2026.

“Code” shall have the meaning prescribed in Section 3.2(c) hereof.

“Collateral” means the Funds and Accounts and other property or rights in which a security interest is granted pursuant to the Granting Clauses hereof and of the Indenture as further described in said Granting Clauses and in Section 2.7 hereof.

“Completion Indebtedness” means any Long-Term Indebtedness incurred by any Person for the purpose of financing the completion of Capital Improvements, for which such Long-Term Indebtedness was incurred under the Indenture, to the extent necessary to provide for completion of the Capital Improvements in substantially the same type and scope contemplated at the time that such Long-Term Indebtedness was incurred. Completion Indebtedness may also finance interest on the Completion Indebtedness for a period up to three years from the date of issuance thereof, any reserve funds related to such Completion Indebtedness and the costs and expenses of issuing such Completion Indebtedness.

“Construction Account” means the Construction Account created pursuant to Section 4.04 of the Indenture.

“Consulting Architect” means an individual or an independent engineering or architectural firm (which may be an individual or an engineering or architectural firm retained by the Borrower for other purposes) selected by the Borrower.

“Continuing Disclosure Undertaking” means the Borrower’s Continuing Disclosure Undertaking, dated _____, 2026.

“Control Agreement” means an agreement among the Borrower, the Trustee, as creditor, and the Borrower’s depository bank pursuant to which the Borrower is required to (i) identify the primary operating account(s) (the “Account”) with its depository bank(s) (the “Primary Depository Bank”) into which its State Payments are and shall continue to be deposited in order to perfect the Trustee’s security interest in the State Payments, (ii) provide for the Trustee’s exclusive control over the Account following an Event of Default under the Loan Agreement, and (iii) provide written notice to the Primary Depository Bank of such Event of Default and the Trustee’s exercise of its right to exclusive control over the Account.

“Costs of the Project” or “Project Costs” means the cost or fair market value of construction, equipment, lands, property rights, easements, franchises, patents, financing charges, interest cost during construction, engineering and legal services, plans, specifications, surveys, cost estimates, studies, and other expenses as may be necessary or incident to the development, construction, financing, and placing in operation of the Project.

“Coverage Ratio” means, for the indicated period, the ratio obtained by dividing (A) Net Income Available for Loan Payments for such Fiscal Year by (B) Annual Loan Payments plus Annual Debt Service (which Annual Debt Service shall not include any payments with respect to the Series 2026 Bonds or Loan Payments).

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Authority or the Borrower.

“Days Cash on Hand” means as of any date of determination, the product of 365 times a fraction, (i) the numerator of which is the aggregate amount of Borrower’s unrestricted cash and unrestricted investments and board designated funds that are not otherwise restricted (either permanently or temporarily) as to their use for payment of total Operating Expenses as of such date of determination, and (ii) the denominator of which is total Operating Expenses, in each case,

for the period of four fiscal quarters ended on the date of determination, and determined in accordance with Generally Accepted Accounting Principles.

“Debt Service Requirements” means, for any specified period, (a) the amounts payable as lease rentals in respect of any or all Long-Term Indebtedness in the form of capitalized leases, (b) the amounts payable on the Note and the interest on the Note, (c) the amounts payable to any or all holders of Long-Term Indebtedness other than capitalized leases and the Note (or to any trustee or paying agent for such holders). Notwithstanding the foregoing, the amounts deemed payable in respect of any Long-Term Indebtedness shall not include interest or principal for the full payment of which sufficient funds are available (without reliance on any reinvestment) in a qualified escrow, principal and interest on any Unsecured Indebtedness, or principal and interest on any obligations secured solely by purchase money liens.

“Equipment” means equipment owned by the Borrower.

“Expense Accounts” means the Expense Accounts of the Project Fund established in Section 4.04 of the Indenture, each an “Expense Account.”

“Event of Default” means any “Event of Default” as described in Section 5.1 hereof.

“Feasibility Report” means a report reviewed or prepared by and signed by an accountant or any independent consulting firm which is appointed by the Borrower for the purpose of passing on questions relating to the financial affairs, management or operations of Borrower, and has a national reputation for skill and experience in performing similar services in respect of entities engaged in reasonably comparable endeavors, setting forth for the Forecast Period: (a) forecasted financial statements prepared on the same basis as the Borrower’s audited financial statements and (b) a full explanation of the assumptions and rationale used in preparing such forecasts, including that such forecasts have taken into account the projected utilization of the Project Facilities, the per pupil payments and such other data and information as may be necessary to support the forecasted financial statements.

“Fiscal Year” means the period established by the Governing Board of the Borrower from time to time in its By-laws or otherwise as the fiscal year of the Borrower for accounting purposes and initially means the period beginning July 1 and ending on June 30 of the next succeeding year.

“Fitch” means Fitch Ratings Inc.

“Forecast Period” means: (a) in the case of any Long-Term Indebtedness incurred to finance a capital addition, a minimum of two full Fiscal Years following the date such capital addition or repair is estimated to be completed; and (b) in the case of Indebtedness incurred for any other purpose, or in the case of a Feasibility Report prepared for any other purpose hereunder, a minimum of two full Fiscal Years following the date such Indebtedness is proposed to be incurred or such other event for which the Feasibility Report is prepared is proposed to occur, as the case may be.

“Generally Accepted Accounting Principles” or “GAAP” means those accounting principles applicable in the preparation of financial statements of the Borrower, as promulgated by the Financial Accounting Standards Board, as amended or supplemented from time to time, or

such other body recognized as authoritative by the American Institute of Certified Public Accountants.

“Gross Revenues” means all operating and nonoperating revenue, receipts and income of the Borrower and all rights to receive the same, whether in the form of accounts receivable, contract rights, chattel paper, instruments, general intangibles or other rights and all proceeds thereof, including State Payments and any other amounts paid to Borrower, and including insurance proceeds and condemnation awards, whether now existing or hereafter coming into existence and whether now owned or hereafter acquired; provided, however that there shall be excluded from Gross Revenues any restricted gifts, grants, bequests, donations or contributions and any income from the foregoing, but only to the extent that such sums may not be pledged or applied to the payment of Debt Service Requirements or Operating Expenses generally as a result of restrictions or designations imposed by the donor or maker of the gift, grant, bequest, donation or contribution in question at the time of the making thereof.

“Holder” or “Holder of a Bond” means the Person in whose name a Bond is registered on the Register.

“Indebtedness” means all indebtedness of the Borrower for borrowed moneys, including, but not limited to, indebtedness which has been incurred or assumed in connection with the Project, all indebtedness, no matter how created, secured by the Mortgaged Property, whether or not such indebtedness is assumed by the Borrower, any leases required to be capitalized in accordance with Generally Accepted Accounting Principles, installment purchase obligations and guaranties.

“Indenture” means the Trust Indenture dated as of _____ 1, 2026, between the Authority and the Trustee and all amendments and supplements thereto.

“Independent” means a Person who is not a member of the governing body of the Borrower or their Affiliates or an officer or employee of the Borrower or its Affiliates.

“Insurance Consultant” means an Independent insurance consultant and/or risk management firm or an insurance broker or an insurance agent (which may be a consultant, firm, broker, or agent with whom the Borrower regularly transact business) selected by the Borrower.

“Interest Rate Swap” means an agreement with a Swap Provider pursuant to which the interest rate on variable rate Indebtedness is synthetically fixed.

“Interim Indebtedness” means all Indebtedness having an original maturity less than or equal to five years and not renewable at the option of the Borrower for a term greater than five years from original incurrence or issuance.

“Investment Grade Rating” means a rating by S&P or Fitch of “BBB-” or higher, by Moody’s of “Baa3” or higher, or by another Rating Agency of the equivalent rating or higher.

“Legislative Authority” means the Board of Directors of the Authority.

“Lien” means any mortgage, pledge, security interest, lien, judgment lien, easement, or other encumbrance on title, including, but not limited to, any mortgage or pledge of, security

interest in or lien or encumbrance on any Property or Gross Revenues of the Borrower which secures any Indebtedness or any other obligation of the Borrower, or which secures any obligation of any Person other than an obligation of the Borrower, excluding liens applicable to Property in which the Borrower has only a leasehold interest unless the lien secures Indebtedness of the Borrower or unless the lien encumbers the Borrower's leasehold interest in such property.

"Loan" means the loan by the Authority to the Borrower of the proceeds received from the sale of the Bonds.

"Loan Documents" means, collectively, this Loan Agreement, the Note, the Mortgage, the Control Agreement, the Bonds and the Indenture, as any of them may be amended and supplemented from time to time.

"Loan Payments" means the amounts required to be paid by the Borrower in repayment of the Loan pursuant to the provisions of the Note and of Section 3.3 hereof.

"Long-Term Indebtedness" means any Indebtedness incurred, assumed or guaranteed by the Borrower maturing on or after the expiration of the one-year period after it is incurred.

"Management Consultant" means a Person, including an Accountant, qualified to study the operations of facilities like the school facilities operated by the Borrower, and having a favorable reputation in the industry and, unless otherwise specified in the Indenture, retained by the Borrower.

"Management Notice" means the notice of the selection of a Management Consultant to be filed with EMMA as required by Section 3.24 of this Loan Agreement.

"Maximum Annual Coverage Ratio" means, for the indicated period, the ratio obtained by dividing (A) Net Income Available for Total Loan Payments for such Fiscal Year by (B) Maximum Annual Loan Payments plus Maximum Annual Debt Service (which Annual Debt Service shall not include any payments with respect to the Series 2026 Bonds or Loan Payments).

"Maximum Annual Debt Service" means, as of any date of calculation, the highest Principal and Interest Requirements on Long-Term Indebtedness (provided the final maturity payment for a series of Bonds shall be reduced by amounts on deposit in the Reserve Fund and available for such payment) for any current or any succeeding Fiscal Year, taking into account the provisions for determining the Principal and Interest Requirements on Long-Term Indebtedness set forth in the Loan Agreement.

"Maximum Annual Loan Payments" means, as of any date of calculation, the highest amount of Loan Payments to be paid under this Loan Agreement with respect to the current or any succeeding Fiscal Year; provided that for purposes of this calculation, the Loan Payments due in the final year of the Loan shall be reduced by amounts on deposit in the Reserve Fund and available for such payment.

"Moody's" means Moody's Investors Service, Inc.

“Mortgage” means the Open-End Mortgage (Leasehold), Security Agreement, and Assignment of Rents and Leases dated as of _____ 1, 2026 from the Borrower to the Trustee to secure the Borrower’s obligations under this Loan Agreement and the Series 2026 Notes, and in turn to secure the Series 2026 Bonds.

“Mortgaged Property” has the meaning set forth in the Mortgage.

“Net Income” means for any period, the Total Revenues, less all Operating Expenses of the Borrower, including depreciation, amortization and interest expenses, all as determined in accordance with generally accepted accounting principles consistently applied. In calculating Net Income, there shall be excluded: (i) extraordinary items; (ii) gains or losses on extinguishment of Indebtedness; (iii) unrealized gains and losses; (iv) any revenue and expenses from the disposition of capital assets; (v) impairment losses; (vi) realized and unrealized gains and losses on investments; (vii) changes in market value of Interest Rate Swaps; (viii) the proceeds received from insurance policies (except to the extent of payments received under insurance policies which cover Operating Expenses); (ix) condemnation awards; (x) pledges not received in cash or readily marketable securities; (xi) gifts, donations, grants, devises, legacies, bequests and contributions, as any of the same may be specifically designated or restricted as to use by their terms which does not permit their application to payment of Debt Service Requirements or other Operating Expenses of the Borrower, provided, with respect to gifts, donations, grants, devises, legacies, bequests and contributions (collectively “Contributions”) that are restricted to use as described in this clause (xi), such Contributions shall be credited against the Operating Expenses which are subtracted from Total Revenues in the first sentence of this definition of “Net Income”, to the extent that the Contributions are in fact applied to the payment of Debt Service Requirements or Operating Expenses; (xii) all income on qualified escrows; (xiii) any increase or decrease in future service obligation; and (xiv) any other gains or losses not involving the receipt or expenditure of cash.

“Net Income Available for Loan Payments” means, for any period of determination thereof, the Gross Revenues for such period, minus the total Operating Expenses for such period but excluding (i) any profits or losses which would be regarded as extraordinary items under Generally Accepted Accounting Principles, (ii) gain or loss in the extinguishment of Indebtedness, (iii) proceeds of the Bonds and any other Indebtedness permitted by this Loan Agreement, (iv) proceeds of insurance policies, other than policies for business interruption insurance, maintained by or for the benefit of the Borrower, (v) proceeds of any sale, transfer or other disposition of any of Borrower’s assets by the Authority or the Borrower of any assets, (vi) proceeds of any condemnation or any other damage award received by or owing to Borrower related to the Mortgaged Property, and (vii) amounts expended for Loan Payments. In addition, Net Income Available for Loan Payments shall be adjusted by adding back any Operating Expenses that are also included in Annual Loan Payments or Annual Debt Service.

“Non-Recourse Indebtedness” means Long-Term Indebtedness incurred for the purpose of financing Capital Improvements or tangible personal property secured by a lien on, or security interest in, the property being financed and evidenced by an instrument which expressly provides that such Long-Term Indebtedness is not on a parity with the Bonds under the Indenture and upon default in the payment of the principal thereof or interest thereon the obligee thereof may look only to the property securing the same and not to the credit of the Borrower nor to any other assets of the Borrower.

“Notes” or “Series 2026 Notes” means the Series 2026 Notes as defined in the recitals hereto, forms of which are attached hereto as Exhibit D.

“Objection Notice” means the notice from a Beneficial Owner of the Bonds to the Trustee notifying the Trustee that such Owner objects to the selection of the Management Consultant by the Borrower pursuant to this Loan Agreement.

“Objection Period” means the ten-day period in which a Beneficial Owner of the Bonds is permitted to send an Objection Notice to the Trustee, as provided in this Loan Agreement.

“Officer’s Certificate” means a certificate signed by an Authorized Borrower Representative.

“Operating Expenses” means fees and expenses of the Borrower, including maintenance, repair expenses, utility expenses, administrative and legal expenses, miscellaneous operating expenses, debt service, advertising costs, payroll expenses (including taxes), the cost of materials and supplies used for current operations of the Borrower, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Borrower, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with generally accepted accounting principles, all in such amounts as reasonably determined by the Borrower; provided, however, “Operating Expenses” shall not include depreciation, amortization or other non-cash expenses nor those expenses which are actually paid from any revenues of the Borrower which are not Gross Revenues, nor payment for improvements which are capitalized for accounting purposes.

“Opinion of Counsel” means an opinion in writing of legal counsel, who may be counsel to the Authority, the Trustee, the Borrower, reasonably acceptable to the addressees thereof.

“Outstanding” or “outstanding” with reference to the Bonds, has the meaning ascribed thereto in the Indenture and, with reference to the Note, means the Note to the extent that any Note has not yet been paid and discharged in accordance with the terms of this Loan Agreement. In the case of any other Indebtedness, “Outstanding” or “outstanding” means Indebtedness to the extent that such Indebtedness has not yet been paid and discharged.

“Permitted Encumbrances” means those encumbrances enumerated in Section 3.22 hereof.

“Person” or “Persons” means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization, a governmental unit or an agency, political subdivision or instrumentality thereof or any other group or organization of individuals.

“Personalty” means any portion of the Mortgaged Property which constitutes personal property, fixtures or other property governed by the UCC.

“Principal and Interest Requirements on Long- Term Indebtedness” means, for any Fiscal Year, the amount required to pay the interest and principal for Long-Term Indebtedness in such Fiscal Year, including payments due at maturity or upon acceleration, excluding “funded interest” from the proceeds of Indebtedness or from any irrevocable escrow fund.

“Project” means the Project as defined in Exhibit C hereto.

“Project Facilities” means the Project Facilities as defined in Exhibit C hereto.

“Project Fund” means the Fund created pursuant to Section 4.04 of the Indenture.

“Projected Rate” means, (i) in connection with any calculation of Balloon Amount, either (a) the interest rate on an Interest Rate Swap related to Balloon Indebtedness for which such Balloon Amount is being determined or (b) the projected yield at par of an obligation, as set forth in the report of a Management Consultant that states in determining the Projected Rate such Management Consultant reviewed the yield evaluations at par of not less than three obligations selected by such Management Consultant, the interest on which is excludable from gross income for federal income tax purposes (or, if it is not expected that it would be possible to issue such tax-exempt obligations to refinance the Indebtedness with respect to which debt service is being estimated or if it is not intended that the interest on the obligation for which the Projected Rate is being determined be excludable from gross income for federal income tax purposes, the obligations the interest on which is subject to federal income tax), which obligations such Management Consultant states in its opinion are reasonable comparators to be utilized in developing such Projected Rate and (ii) in connection with any calculation related to Put Indebtedness, the projected yield at par of an obligation, as set forth in the report of a Management Consultant that states in determining the Projected Rate such Management Consultant reviewed the yield evaluations at par of not less than three obligations selected by such Management Consultant, the interest on which is excludable from gross income for federal income tax purposes (or, if it is not expected that it would be possible to issue such tax-exempt obligations to refinance the Indebtedness with respect to which debt service is being estimated or if it is not intended that the interest on the obligation for which the Projected Rate is being determined be excludable from gross income for federal income tax purposes, the obligations the interest on which is subject to federal income tax), which obligations such Management Consultant states in its opinion are reasonable comparators to be utilized in developing such Projected Rate.

“Property” means any and all land, leasehold interests, building, machinery, equipment, hardware, and inventory of the Borrower, wherever located and whether now or hereafter acquired, and any and all rights, titles and interest in and to any and all tangible property of the Borrower, whether real or personal, and wherever situated and whether now or hereafter acquired.

“Put Date” means (i) any date on which an owner of Put Indebtedness may elect to have such Put Indebtedness paid, purchased or redeemed by or on behalf of the underlying obligor prior to its stated maturity date; or (ii) any date on which Put Indebtedness is required to be paid, purchased or redeemed from the owner by or on behalf of the underlying obligor (other than at the option of the owner) prior to its stated maturity date, other than pursuant to any mandatory sinking fund or other similar fund or other than by reason of acceleration upon the occurrence of an event of default.

“Put Indebtedness” means Indebtedness which is (a) payable or required to be purchased or redeemed by or on behalf of the underlying obligor, at the option of the owner thereof, prior to its stated maturity date; or (b) payable or required to be purchased or redeemed from the owner by or on behalf of the underlying obligor (other than at the option of the owner) prior to its stated

maturity date, other than pursuant to any mandatory sinking fund or other similar fund or other than by reason of acceleration or required purchase upon the occurrence of an event of default.

“Qualified Investments” means investments in:

(a) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),

(b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America,

(c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America,

(d) Federal Housing Administration debentures,

(e) Federal Home Loan Mortgage Corporation participation certificates and senior debt obligations (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),

(f) Farm Credit Bank consolidated system-wide bonds and notes,

(g) Federal Home Loan Banks consolidated debt obligations,

(h) Federal National Mortgage Association senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),

(i) United States dollar denominated deposit accounts, certificates of deposit and bankers’ acceptances with domestic commercial banks (i) that are invested in a money market or other similar bank product secured solely by United States Treasury Obligations, or (ii) that are fully insured by the Federal Deposit Insurance Corporation,

(j) commercial paper (having original maturities of not more than 270 days) rated “A-1” by S&P and “Prime-1” by Moody’s at the time of purchase,

(k) evidence of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any Person claiming through the custodian or to whom the custodian may be obligated,

(l) demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, and certificates of deposit or bankers acceptances of depository institutions, including the Trustee or any of its affiliates, rated, at the time of deposit, in the AA long-term ratings category or higher by S&P and Moody’s or which are fully FDIC-insured,

(m) money market mutual funds having a rating at the time of investment in the highest investment category granted thereby from S&P or Moody's, including, without limitation any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee,

(n) repurchase and reverse repurchase agreements collateralized with government securities, including those of the Trustee or any of its affiliates,

(o) investment deposit agreements constituting an obligation of a bank (including the Trustee and its affiliates), whose outstanding unsecured long-term debt is rated at the time of such agreement in any of the three highest rating categories by both S&P and Moody's.

"Rating Agency" means Fitch, Moody's or S&P, their respective successors and assigns, or any other nationally recognized rating agency.

"Rebate Fund" means the fund created pursuant to Section 4.07 of the Indenture.

"Register" means the books kept and maintained for the registration and transfer of Bonds pursuant to the Indenture.

"Registrar" means the Registrar as defined in the Indenture.

"Refunding Indebtedness" means any Indebtedness issued for the purpose of refunding any outstanding Long-Term Indebtedness or Put Indebtedness and financing the funding of related reserve funds, costs of issuance and other costs related to such refunding.

"Reserve Fund" means the Reserve Fund created pursuant to Section 4.05 of the Indenture.

"Resolution" means the Resolution No. 2026-___ of the adopted by the Board of Directors of the Authority on March 10, 2026 authorizing the issuance of the Bonds.

"S&P" means S&P Global Ratings.

"Series 2026 Bonds" means the Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026, dated the Closing Date, and issued in the aggregate principal amount of \$[_____].

"Short-Term Indebtedness" means any Indebtedness which (a) matures not later than 365 consecutive days after it is incurred or is payable upon demand within such period at the option of the holder and (b) is not subject to extension at the unilateral option of the Borrower for a term extending beyond the initial 365-day period.

"State" means the State of Ohio.

“State Payments” means any and all payments made by the State to the Borrower to the fullest extent permitted by law.

“STEM Designation” means a determination by the STEM Committee, created by Ohio Revised Code Section 3326.03, that a school, after submission of a proposal and the recommendation of the Ohio STEM learning network, or its successor, is authorized to carry the title of a Science, Technology, Engineering, and Mathematics school; or any such subsequent process as determined by the State Department of Education and Workforce.

“Subordinated Indebtedness” means Indebtedness which, with respect to any issue thereof, is evidenced by instruments, or issued under an indenture or other document, containing provisions for the subordination of such Indebtedness to the Bonds or any other Indebtedness issued following the date thereof (to which appropriate reference shall be made in the instrument evidencing such Indebtedness).

“Swap Provider” means is any financial institution or insurance company, which has an Investment Grade Rating on its unsecured long-term obligations, acting as the counterparty to the Borrower under any Interest Rate Swap.

“Tax Certificate and Agreement” means the Tax Certificate and Agreement by and among the Borrower, the Authority, and the Trustee, and dated the date of delivery of the Bonds.

“Title Company” means the title company selected by the Borrower and, with respect to the Series 2026 Bonds, means Commonwealth Land Title Insurance Company, or its successors, affiliates or assigns.

“Total Loan Payments” means Loan Payments and Additional Payments required to be paid by the Borrower pursuant to this Loan Agreement.

“Total Revenue” means, for any period, the total revenue of the Borrower, all as determined in accordance with generally accepted accounting principles consistently applied.

“Trustee” means Argent Institutional Trust Company, and any successor trustee and/or co-trustee at the time serving as such under the Indenture.

“Unassigned Rights” means all the rights of the Authority to receive Additional Payments under Section 3.4 hereof, to be held harmless and to be indemnified under 3.15 hereof, to be reimbursed for reasonable attorney’s fees and expenses under Section 3.11 hereof, and to give or withhold consent to amendments, changes, modifications, alterations and termination of the Loan Agreement.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, the original purchaser of the Bonds.

“Unsecured Indebtedness” means any Indebtedness not secured by a mortgage or any lien.

“Written Request” with respect to the Borrower or Authority means a request in writing signed by an Authorized Borrower Representative, or by the Secretary-Treasurer of the Authority, or other authorized officer of the Authority, as the case may be.

Section 1.2 Rules of Interpretation. For all purposes of this Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This Loan Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) Any reference herein to the Authority, to the Legislative Authority or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

(c) Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Authority, the Holders, the Trustee or the Borrower under this Loan Agreement.

(d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(e) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(f) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied to public schools.

(g) Any capitalized terms used, but not defined, in this Loan Agreement shall have the meanings ascribed thereto in the Indenture.

(h) The terms defined elsewhere in this Loan Agreement shall have the meanings therein prescribed for them.

(i) The terms “Funds” and “Accounts” shall refer to the various funds and accounts established under the Indenture.

Exhibits. The following Exhibits are attached to and by reference made a part of this Loan Agreement.

EXHIBIT A - FORMS OF REQUISITION CERTIFICATE

EXHIBIT B - FORM OF COMPLETION CERTIFICATE
EXHIBIT C - DESCRIPTION OF PROJECT
EXHIBIT D - FORMS OF SERIES 2026 NOTES
EXHIBIT E - FORM OF DAYS CASH ON HAND CERTIFICATE
EXHIBIT F - FORM OF COVERAGE RATIO CERTIFICATE
EXHIBIT G - NOTICE OF SELECTION OF MANAGEMENT CONSULTANT
EXHIBIT H - FORM OF NOTICE OF OBJECTION

(End of Article I)

ARTICLE II

LOAN OF BOND PROCEEDS

Section 2.1 Loan of Bond Proceeds by Authority. Concurrently with the execution and delivery hereof, the Authority is issuing the Bonds and is loaning the proceeds from the sale thereof to the Borrower by making the deposits and payments specified in Sections 3.01 and 3.02 of the Indenture. Such loan is being evidenced by the execution and delivery by the Borrower of the Note. The Borrower agrees and acknowledges that the Authority has caused the Bonds to be issued pursuant to the Indenture, and that the Authority has completed its loan of the entire net proceeds thereof to the Borrower, in full satisfaction and discharge of such obligations of the Authority to the Borrower pursuant to this Section 2.1.

Section 2.2 Disbursements from the Expense Accounts of the Project Fund.

(a) The Trustee will use the moneys in the Expense Accounts of the Project Fund in accordance with the closing memorandum delivered at the closing, for payment of the Underwriter's discount or fee allocable to the Bonds (to the extent not withheld by the Underwriter from the purchase price of the Bonds), as well as other fees and expenditures allocable to the Bonds, including: the initial or acceptance fee of the Trustee, the fees, expenses and disbursements of the Authority, legal, accounting and financial advisory fees and expenses, underwriting fees, filing fees and rating agencies' fees and printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, the execution and filing of the Indenture, this Loan Agreement, the Note, the Mortgage, and all other documents in connection therewith, payment of all fees, costs and expenses for the preparation of this Loan Agreement, the Indenture, the Note, the Mortgage, and the Bonds, and the payment of any other costs and expenses relating to the authorization, issuance and sale of the Bonds that may be approved in writing by an Authorized Borrower Representative; provided, that costs of issuance, including Underwriter's discount or fee, paid from proceeds of any Tax-Exempt Bonds (which equals the principal amount of the Bonds, plus any bond premium on the Bonds, less any original issue discount on the Bonds) shall under no circumstances exceed two percent (2%) of the proceeds of such Tax-Exempt Bonds.

(b) Each request for payment from the Expense Accounts of the Project Fund shall be accompanied by invoices supporting the payments or reimbursements requested by the Borrower. Each request for payment from the Expense Accounts shall specify which Expense Account the request should be paid from.

Section 2.3 Borrower Required to Pay Costs of Issuance in Event Expense Accounts Insufficient. If the moneys in the Expense Accounts of the Project Fund available for the payment of the costs of issuance should not be sufficient to pay such costs, the Borrower agrees to pay all such costs of issuance as may be in excess of the moneys available therefor in the Expense Accounts. The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the Expense Accounts and which, under the provisions of this Loan Agreement, will be available for payment of the costs of issuance will be sufficient to pay all such costs which will be incurred in that connection. The Borrower agrees that if, after exhaustion of the moneys in the Expense Accounts, the Borrower should pay any portion of the costs of issuance pursuant to the provisions of this Section, the Borrower shall not be entitled to any reimbursement

therefor from the Authority, the Trustee or the owners of any of the Bonds, nor shall the Borrower be entitled to any abatement or diminution of the amounts payable hereunder.

Section 2.4 Disbursements from the Construction Account of the Project Fund.

(a) The Trustee will use the moneys in the Construction Account of the Project Fund (as defined in the Indenture) for the following purposes in connection with the Project and the completion of the financing:

(i) Payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower in full for all legally permissible advances and payments made or incurred by the Borrower in connection with the Project, including without limitation, advances and payments made by the Borrower in connection with the acquisition, construction, expansion, renovation and equipping of real property or interests therein, the preparation of plans and specifications for the Project Facilities (including any preliminary study or planning of the Project Facilities or any aspect thereof), and all other advances or payments made in connection with the Project.

(ii) Payment for labor, services, materials and supplies used or furnished for onsite or offsite improvements and in furtherance of the Project, all as provided in the plans and specifications therefor, payment for the cost of the acquisition, construction, expansion, renovation and equipping of utility services, drainage, paving or other facilities, and all real property and fixtures included in the Project, and payment for the miscellaneous expenses incidental to any of the foregoing items, including the premium on each surety bond which relates to the Project or is required to be deposited with the Trustee.

(iii) Payment of the fees, if any, for legal, architectural, engineering and supervisory services with respect to the Project and the financing, including inspection fees of the Trustee.

(iv) Payment to the Trustee, as such payments become due, of the fees and expenses of the Trustee, properly incurred under the Indenture that may become due until the completion date of the Project.

(v) To the extent not paid by a contractor with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained until the completion date under this Agreement.

(vi) Payment of expenses, including legal and expert witness fees, incurred with approval of the Borrower in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

(vii) Payment of any other costs and expenses relating to the Project or in connection with the financing, that may be approved in writing by an Authorized Borrower Representative.

(viii) Payment of interest on the applicable Bonds during the anticipated construction period by transfer to the Bond Service Account of the Debt Service Fund.

All moneys remaining in the Construction Account of the Project Fund created under the Indenture on the completion date and after payment or provision for payment of all other items provided for in preceding subsections (i) through (viii), inclusive, of this Section, and after the Trustee at the direction of the Authorized Borrower Representative has retained amounts for payment of items included in the cost of the Project but not then due and payable, shall be applied as set forth in the Indenture.

(b) Before any of the payments referred to in the preceding subsections (a)(i), (ii), (iii), (iv), (v) and (vi) of this Section 2.4 may be made, the Authorized Borrower Representative shall deliver a requisition to the Trustee substantially in the applicable form attached hereto as Exhibit A (each a "Requisition Certificate") (upon which the Trustee may conclusively rely without investigation) which (1) shall be consecutively numbered and shall be accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested reasonably satisfactory to the Authority and subject to the requirements set forth in this Loan Agreement for such payment, and (2) shall certify with respect to each such payment that:

(i) such obligation is a permitted cost of the Project, is a proper charge against the Construction Account created under the Indenture and none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Construction Account;

(ii) each item for which the payment is proposed to be made is or was appropriate in connection with the Project;

(iii) the expenditure of such disbursements, when added to all disbursements under previous requisitions, will result in ninety-five percent (95%) or more of the total of such disbursements having been used for payments of amounts paid or incurred by the Borrower for land or property of a character subject to allowance for depreciation under the Code and will be or may be charged to the capital account of the Project for federal income tax purposes;

(iv) there has not been recorded or filed with or served upon the Borrower, notice of any Lien, right to Lien or attachment upon or claim affecting the right to receive payment of, any of the moneys payable to any of the Persons named in such requisition, which has not been released or will not be released simultaneously with the payment of such obligation;

(v) such requisition contains no item representing payment on account of any portion of such obligation which is, as of the date of such requisition, required to be retained under any retained percentage agreement;

(vi) insofar as such obligation was incurred for labor, services, material, supplies or Equipment, (A) such labor and services were actually performed in a satisfactory manner in connection with the Project and (B) such materials, supplies and equipment were actually used in connection with the Project or were delivered to the Project Facilities (and remain at the Project Facilities) for that purpose;

(vii) all sums previously disbursed by the Trustee have been used solely for the purposes permitted by this Loan Agreement and the specific disbursement which is the subject of the Borrower's requisition will be so used;

(viii) there exists no Event of Default under this Loan Agreement, the Indenture or the Mortgage, or any circumstance which, with the passage of time or the giving of notice, would become an Event of Default under this Loan Agreement; and

(ix) the Borrower has acquired all necessary permits and licenses necessary for such construction of the Project Facilities, as evidenced by the attachments.

(c) Each requisition shall be accompanied by invoices supporting the payments or reimbursements requested by the Borrower. In addition, each requisition submitted by the Borrower shall be accompanied by an endorsement to the applicable title insurance policy insuring the continued priority of the Mortgage. If any contract provides for the retention of a portion of the contract price, the requisition shall state the specific amount of such retainage and to which payee the retainage applies and there shall be paid from the Construction Account created under the Indenture only the net amount remaining after deduction of such portion, and only when the final certificate of occupancy (or similar document) for such component of the Project Facilities has been received may such retainage be paid from the Construction Account. The Trustee shall not be responsible for calculating retainage amounts to be paid from the Construction Account for any component of the Project.

(d) The Borrower agrees that the requisitions referred to in Sections 2.2 and 2.4 hereof must be furnished to the Trustee before the Trustee will disburse funds held under the Indenture. The Trustee may rely conclusively on any requisition delivered to it pursuant to this Loan Agreement and shall have no duty to make any independent investigation in connection therewith. The Borrower acknowledges that, under the provisions of the Foreign Account Tax Compliance Act, the Trustee is obligated to withhold a percentage of the proceeds from any disbursement to a payee that has not delivered to the Trustee a tax identification number on a correctly completed IRS Form W-9. If requested by the Trustee, the Borrower shall provide the Trustee with a copy of any such completed Form W-9 form for the initial disbursement to any payee pursuant to any provision hereof or the Indenture. The Trustee may confirm each funds-transfer instruction by telephone call back procedure (or any other security procedure then in effect). The parties understand that the Trustee's inability to receive or confirm funds-transfer instructions pursuant to its security procedures may result in a delay in accomplishing such funds-transfer, and agree that the Trustee shall not be liable for any loss caused by any such delay respect to any disbursement. The Borrower shall (i) certify that it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, (ii) agree to indemnify and hold harmless the Trustee, from and against any and all claims, demands, losses, liabilities, or expenses sustained, including but not limited to attorney fees and expenses resulting directly or indirectly as a result of making the disbursement requested hereunder, and (iii) agree it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

Section 2.5 Establishment of Completion Date. The completion date for the Project shall be evidenced to the Trustee by a certificate (which shall constitute a Written Request) in the

form of Exhibit B hereto signed by an Authorized Borrower Representative (upon which the Trustee may conclusively rely without investigation) stating: the cost of the Project and that (i) the Project has been completed substantially in accordance with the plans and specifications therefor and all labor, services, materials and supplies used in Project have been paid for, and (ii) all other facilities necessary in connection with the Project have completed in accordance with the plans and specifications therefor and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The completion certificate shall be given by the Borrower to the Trustee on the earlier of the dates specified above.

Section 2.6 Borrower Required to Pay Costs of the Project in Event Construction Accounts Insufficient. If the moneys in the Construction Account of the Project Fund created under the Indenture available for the payment of the costs of the Project should not be sufficient to pay the costs of the Project, the Borrower agrees to complete any component of the Project which has been commenced and on which moneys in the Construction Account has been expended, and to pay all that portion of the costs of such component of the Project as may be in excess of the moneys available therefor in the Construction Account. The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Account and which, under the provisions of this Loan Agreement, will be available for payment of the costs of the Project will be sufficient to pay all the costs which will be incurred in that connection. The Borrower agrees that if, after exhaustion of the moneys in the Construction Account, the Borrower should pay any portion of the costs of the Project pursuant to the provisions of this Section, the Borrower shall not be entitled to any reimbursement therefor from the Authority or from the Trustee or from the Owners of any of the Bonds, nor shall the Borrower be entitled to any abatement or diminution of the amounts payable hereunder.

Section 2.7 Pledge of Gross Revenues. To secure the performance and observance of all covenants and agreements hereunder and under the Note, the Borrower does hereby sell, assign, transfer, set over, pledge and grant to the Authority a security interest in (a) all of its right, title and interest in and to the Gross Revenues and a right to receive such Gross Revenues, to have and to hold in trust for the equal and ratable benefit and security of all holders of the Note issued hereunder, without preference, priority or distinction (except as otherwise specifically provided herein) of any one Note over any other Note. The Borrower represents and warrants that the lien granted hereby with respect to the Gross Revenues is and at all times will be a first lien, subject only to Permitted Encumbrances. The Authority and the Borrower hereby consent to the execution and delivery of such other documents (including, but not limited to, control agreements) as may be necessary or reasonably requested by the Authority or the Trustee, as assignee of the Authority, in order to perfect and maintain as perfected such security interest or give public notice thereof. The Borrower has also granted to the Trustee a lien or security interest in the Mortgaged Property pursuant to the Mortgage, which lien and security interest are subject only to Permitted Encumbrances. The assignment, pledge and security interest described in this Section is for the benefit, security and protection of the Holders of the Bonds, the Authority and the Trustee. The Borrower shall cause the filing of a UCC-1 financing statement with respect to such security interest naming the Trustee as secured party, pursuant to Section 3.5 hereof.

Section 2.8 Filing. The Borrower shall cause the Mortgage to be recorded with the Recorder of the County in which the Mortgaged Property is located. In addition, the Borrower shall cause the security interest in the rights to receive the Gross Revenues, the Funds and trust accounts referred to herein granted to the Authority, the assignment of such security interest to the Trustee and the security interest in the Mortgage granted to the Trustee to be perfected by the filing of financing statements that shall fully comply with the Ohio Uniform Commercial Code in the office of the Secretary of State of Ohio, and in such other office as is at the time provided by law as the proper place for the filing thereof. The parties further agree that all necessary continuation statements shall be filed by the Borrower, with copies provided to the Trustee, within the time prescribed by the Ohio Uniform Commercial Code in order to continue such security interests; provided, however, that the Borrower's obligation to timely file such continuation statements, or any other financing statements necessary to perfect the security interests granted hereunder or pursuant to the Mortgage, prior to the time prescribed by the Ohio Uniform Commercial Code shall be absolute, regardless of whether the Trustee has provided written notification to the Borrower.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE AUTHORITY AND THE BORROWER

Section 3.1 Consent to Assignments to Trustee. The Authority covenants to assign to the Trustee its rights, remedies and privileges under this Loan Agreement (except for its rights to notices, indemnification and expenses) and the right to enforce said rights, remedies and privileges and all obligations of the Borrower thereunder, all subject to the provisions hereinafter set forth in this Section 3.1. The Borrower hereby approves the Indenture, acknowledges and consents to the pledge and assignment of the Note and the assignment of the Authority's rights hereunder to the Trustee pursuant to the Indenture, and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Authority under the Note and hereunder other than the rights of the Authority to receive payments under Sections 3.14 and 3.19 hereof and to execute and deliver supplements and amendments to this Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2 Validity of Loan Agreement.

(a) The Borrower represents and warrants that it is duly authorized under the laws of the State and all other applicable provisions of law and its Articles of Incorporation and By-laws to execute and deliver this Loan Agreement.

(b) The Borrower represents and warrants that it has full corporate power and authority to grant a security interest in the Collateral to the Authority. This Loan Agreement and the Indenture create a direct and valid first security interest in the Collateral held by the Trustee.

(c) The Borrower represents and warrants that it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto (the "Code"), that it is exempt from federal income taxation under Section 501(a) of the Code, that it is not a private foundation within the meaning of Section 509(a) of the Code.

(d) The Borrower represents and warrants that the Project Facilities (and each component thereof) constitutes a "port authority facility," all within the meaning of the Act.

(e) The Borrower intends to operate, or cause the Project Facilities to be operated or used as an educational facility until the expiration or earlier termination of this Loan Agreement as provided herein.

(f) The Borrower represents and warrants that the Project is of the type authorized and permitted by the Act, and is located entirely within the State.

(g) To the extent it would impair the exemption of the interest on the Bonds from federal income taxation, the Borrower shall not engage in any activity which might be claimed by the Internal Revenue Service to be an unrelated trade or business of the Borrower, determined by applying Section 513(a) of the Code thereto, nor engage in any other activity or enter into any agreement which could jeopardize its status as an organization described in Section 501(c)(3) of the Code.

Section 3.3 Payment of Principal, Premium and Interest.

(a) The Borrower will duly and punctually pay the principal of, premium, if any, and interest on the Note in immediately available funds at the rate borne by each principal installment of the Note, at the place and in the manner provided in the Note and in this Loan Agreement, according to the true intent and meaning thereof and hereof.

(b) On or before the date of redemption of the Bonds pursuant to the Indenture, the Borrower shall pay as repayment of the Loan for deposit into the Debt Service Fund an amount of money that, together with the payments made by the Borrower on its Note then on deposit in the Debt Service Fund, is sufficient to pay the principal of and premium, if any, and interest accrued to the redemption date on the Bonds called for redemption.

(c) The Borrower covenants and agrees with and for the express benefit of the Authority, the Trustee and the holders of the Bonds that all payments pursuant hereto and on the Note shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution, waiver, abrogation, set-off, counterclaim, recoupment, defense or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Borrower's title to the Project Facilities or to any part thereof is defective or nonexistent, and notwithstanding any damage to, or loss, theft or destruction of, the Project Facilities or any part thereof, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to, or of the right of temporary use of, all or any part of the Project Facilities, legal curtailment of the Borrower's use thereof, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either thereof, any change in the Authority's legal organization or status, or any default of the Authority hereunder, and regardless of the invalidity of any portion of this Loan Agreement. The Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the Authority under this Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Authority separately, it being the intent of this Loan Agreement that the Borrower shall be unconditionally and absolutely obligated, without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Loan Agreement for the benefit of the holders of the Bonds.

Section 3.4 Additional Payments.

(a) The Borrower shall pay to the Authority, as Additional Payments, any and all reasonable out-of-pocket costs and expenses incurred or to be paid by the Authority in connection with the issuance and delivery of the Bonds and any Additional Bonds or otherwise related to actions taken by the Authority under this Loan Agreement or, to the extent related to any Bonds, the Indenture.

(b) Upon the issuance of the Bonds, the Borrower covenants to pay the Authority a one-time fee equal to \$35,000 in consideration of the Authority's willingness to issue the Bonds. In addition, Borrower covenants to pay the Authority an amount equal to \$5,000 on each principal payment date for the Bonds, commencing on December 1, 2026; provided, however, that such payments shall be made in monthly installments in accordance with Section 4.03(a)(v) of the Indenture.

(c) The Borrower shall pay or cause to be paid to the Trustee its reasonable fees, charges and expenses, including fees for extraordinary services and reimbursement of extraordinary expenses for acting as such under the Loan Documents in accordance with Section 4.03(a)(v) of the Indenture.

(d) The Borrower shall pay all taxes and assessments of any type or character charged to the Authority or to the Trustee affecting the amount available to the Authority or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, as the case may be, at the Borrower's expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Authority or the Trustee.

(e) The Borrower shall pay the reasonable fees and expenses of the any rebate analyst, and such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Loan Agreement, the Loan Documents or the Indenture.

(f) The Borrower shall pay or cause to be paid moneys to fund the Reserve Fund pursuant to Section 4.05 of the Indenture to secure the Bonds. If, on any day the Trustee is required by the Indenture to value amounts in the Reserve Fund, the aggregate amount in the Reserve Fund is less than the Reserve Fund Requirement, the Borrower shall pay to the Trustee for deposit into the Reserve Fund the amount set forth in Section 4.05 of the Indenture.

(g) The Borrower shall pay to the Trustee the required deposit to the Rebate Fund when due as provided in Section 4.07(b) of the Indenture.

(h) In the event the Borrower should fail to make or fail to cause to be made any of the payments required by this Section, the item or installment in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid.

Section 3.5 Maintenance of Security Interest.

(a) The Borrower will, at its expense, take all necessary action to maintain and preserve the security interest in the Collateral created by this Loan Agreement and the Indenture so long as any Note is outstanding.

(b) The Borrower will, forthwith after the execution and delivery of this Loan Agreement and thereafter from time to time, cause this Loan Agreement and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places (if any) as may be required by law in order to publish notice of the security interest in the Collateral granted hereunder and under the Indenture. The Borrower will from time to time perform or cause to be performed any other act as provided by law and will file or cause to be filed any and all continuation statements and further instruments that may be required by law to maintain the security interest and as requested by the Authority or the Trustee for such publication and protection. The Authority will have no further obligation under this Section 3.4 or the Indenture with respect to the maintenance and preservation of the security interest in the Collateral. Except to the extent it is exempt therefrom, the Borrower will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Loan Agreement and such instruments of further assurance.

Section 3.6 Further Assurances. The Borrower will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers and assurances as the Authority or the Trustee reasonably may require for the better assuring, conveying, assigning and confirming unto the Authority a security interest in the Collateral.

Section 3.7 Maintenance of Corporate Existence and Tax Status.

(a) The Borrower agrees that it will at all times maintain its existence as a nonprofit charter school and that it will take no action or suffer any action to be taken by others which will alter, change or destroy its status as a nonprofit educational institution or its status as an organization described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code.

(b) The Borrower further agrees that it will not use the Project, or permit the Project to be used in such a way as to subject the Borrower to the tax imposed by Section 511 of the Code, on unrelated business taxable income, as defined in Section 512 thereof, unless such use will in no way adversely affect the status of the Borrower as an organization described in Section 501(c)(3) of the Code or adversely affect the exclusion from gross income of the interest on the Bonds under the Code; nor will it use or permit the Project to be used by any nonexempt Person in such manner as would result in the inclusion of interest on the Bonds in gross income for federal income tax purposes under Section 103 of the Code; nor will it act in any other manner which would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The Borrower further covenants that none of its revenues, income or profits, whether

realized or unrealized, will be distributed to any of its officers or members, or inure to the benefit of any private Person, other than for the nonprofit corporate purposes of the Borrower; provided, however, that the Borrower may pay to any person, association or corporation the value of any service or product performed for or supplied to the Borrower by such Person. The covenants in the first sentence of this paragraph shall survive the termination of this Loan Agreement.

(c) For the purposes of this Section 3.6, all references to current sections of the Code shall be deemed to also refer to any successor sections of the Code or of a subsequent federal income tax statute or code.

Section 3.8 Merger, Etc.

(a) During the term of this Loan Agreement, the Borrower will maintain its corporate existence and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; except, that the Borrower may, without violating the foregoing, (i) consolidate with or merge into another nonprofit entity which is an eligible borrower under the Act, or (ii) permit one or more other such corporations to consolidate with or merge into it, or (iii) transfer all or substantially all of its assets to another such corporation or corporations (and thereafter dissolve or not dissolve as the Borrower may elect) if the requirements set forth hereafter are complied with and there has been delivered to the Authority and Trustee an Opinion of Counsel stating that there has been said compliance:

(i) the corporation surviving such merger, resulting from such consolidation or receiving such transferred assets, that will operate the Project (if other than the Borrower), has expressly assumed in writing all of the obligations of the Borrower contained in this Loan Agreement, the Indenture and the Mortgage, and will, in the judgment of the Governing Board of the Borrower (the "Governing Board"), have resources sufficient to make all required payments with respect to this Loan Agreement and the Note;

(ii) the liens created by the Indenture and the pledge of the Collateral pursuant to this Loan Agreement and the Indenture will not in any manner be affected thereby;

(iii) the surviving corporation (if other than the Borrower) operating any component of the Project has met all accreditation requirements under this Loan Agreement, has the same tax-exempt status required of the Borrower under this Loan Agreement and has a STEM Designation;

(iv) an opinion of Bond Counsel has been delivered to the effect that such merger, consolidation or transfer will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2026 Bonds;

(v) evidence to the Authority that the Coverage Ratio of the Borrower for its most recently completed Fiscal Year would not have been reduced if such consolidation, merger, sale or conveyance had occurred during such preceding Fiscal Year; and

(vi) no litigation shall be pending against any party to such merger, consolidation or transfer (other than the Borrower) in which the expected aggregate loss

amount (as estimated by counsel for the Borrower) which is not fully covered by insurance or cash reserves established pursuant to a self-insurance program exceeds 2% of the net worth of the party surviving such merger or consolidation or receiving such assets, either in any one case or in the aggregate of all cases.

(b) Upon compliance with the foregoing conditions and deliveries to the Authority and Trustee of the opinions of Counsel required hereunder, the Authority shall deliver to the Borrower an instrument releasing the Borrower from its obligations under this Loan Agreement, except where the Borrower is the surviving corporation.

Section 3.9 Financial Statements, Reporting, Etc.

(a) The Borrower covenants that it will keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Borrower, in accordance with generally accepted accounting principles (unless the Governing Board otherwise elects in writing to the Trustee, in which case the deviation shall be consistent, in the opinion of the Governing Board, with prudent business practice), and will furnish to the Authority, the Underwriter (who shall not be obligated to take any action as a result of the receipt of such information) and the Trustee upon written request:

(i) By December 31 immediately following the end of each Fiscal Year of the Borrower, beginning with the Fiscal Year ending June 30, 2027, the financial statements of the Borrower certified by an independent certified public accountant or a firm of independent certified public accountants selected by the Borrower for such Fiscal Year, including the statement of financial position as of the end of such Fiscal Year, and the related statement of activities and cash flows for such Fiscal Year then ended; and

(ii) By December 31 immediately following the end of each Fiscal Year of the Borrower, beginning with the Fiscal Year ending June 30, 2027, a certificate of an Authorized Borrower Representative, stating that the signer of the certificate has made a review of the activities of the Borrower during the preceding Fiscal Year for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of this Loan Agreement and that, to the best knowledge of such signer, the Borrower has kept, observed, performed and fulfilled each and every covenant, provision and condition of this Loan Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Borrower shall be in default such certificate shall specify all such defaults and the nature thereof of which the signer of the certificate shall have knowledge.

(iii) in addition, the Borrower shall furnish such additional information as the Authority, the Trustee or the Underwriter (who shall have no obligation to take any action as the result of the receipt of such information) may reasonably request in writing concerning the Borrower. For that purpose, all pertinent financial books and documents relating to the Borrower's business affairs and properties shall, at all times upon reasonable prior written notice during regular business hours, be open to the inspection of such persons or their accountants or other agents (who may make copies of all or any part thereof at their

expense) as shall from time to time be designated by the Trustee, the Authority or the Underwriter.

(b) The foregoing provisions of this Section 3.9 shall be in addition to any disclosure required of the Borrower in the Continuing Disclosure Undertaking. Without limiting the foregoing, the Borrower will permit the Trustee, the Authority and the Underwriter (or such persons as they may designate) to visit and inspect, at the expense of such person, any of the properties of the Borrower and to discuss the affairs and finances of the Borrower with its and their officers and independent accountants, all upon reasonable prior written notice and at such reasonable times and as often as such person may reasonably desire. Notwithstanding anything to the contrary herein, the Trustee shall have no duty to review, analyze or verify such financial statements or the completeness or accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein in any manner.

(c) The Borrower hereby covenants to enter into the Continuing Disclosure Undertaking for the benefit of the holders of the Series 2026 Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12) (the “Rule”) contemporaneously with the issuance of the Series 2026 Bonds, and each Beneficial Owner shall be a beneficiary of this Section 3.9(c) and such undertaking with the right to enforce this Section 3.9(c) and undertaking directly against the Borrower. Failure of the Borrower to comply with its obligations under this Section 3.9(c) shall not be an Event of Default under this Loan Agreement.

Section 3.10 Compliance with Orders, Ordinances, Etc.; Taxes, Charges and Assessments.

(a) Subject to the provisions of Section 3.11 hereof, the Borrower will, at its sole cost and expense, comply in all material respects with all present and future laws, ordinances, orders, decrees, rules, regulations and requirements of every duly constituted governmental authority, commission and court and the officers thereof of which it has notice.

(b) The Borrower covenants and agrees, subject to the provisions of Section 3.11 hereof, to pay or cause to be paid when the same shall become due or payable:

(i) all taxes and charges on account of the ownership, use, occupancy or operation of its property, including but not limited to all sales, use, occupation, real and personal property taxes, all permit and inspection fees, occupation and license fees and all water, gas, electric light, power or other utility charges assessed or charged on or against such property or on account of the Borrower’s use or occupancy thereof or the activities conducted thereon or therein; and

(ii) all taxes, assessments and impositions, general and special, ordinary and extraordinary, of every name and kind, which shall be taxed, levied, imposed or assessed upon all or any part of such property or the interest of the Borrower therein.

(c) If under applicable law any such tax, charge, fee, rate, imposition or assessment may at the option of the taxpayer be paid in installments, the Borrower may exercise such option.

(d) Nothing contained herein shall be deemed to constitute an admission by the Borrower that the Borrower is liable for any tax, charge, fee, rate, imposition or assessment.

Section 3.11 Permitted Contests. The Borrower shall not be required to pay any tax, charge or assessment required to be paid under Section 3.10 hereof, nor comply with any law, ordinance, order, decree, rule, regulation or requirement referred to in Section 3.10 hereof, so long as the Borrower shall in good faith and at its cost and expense contest the validity thereof, or take other appropriate action with respect thereto, in an appropriate manner or by appropriate proceedings, which contest or action shall operate during the pendency thereof to prevent the collection of or other realization upon the tax, charge, assessment, order, etc. so contested and the sale, forfeiture or loss of any properties of the Borrower to satisfy the same; provided, that no such contest or action shall subject the Authority or the Trustee to any liability. While any such matters are pending, the Borrower shall have the right to pay, remove or cause to be discharged or marked exempt the tax, charge, assessment, lien, security interest or encumbrance being contested. The Borrower will pay, and save the Authority and the Trustee harmless against, all losses, judgments, decrees and costs (including reasonable attorneys' fees and reasonable expenses in connection therewith) and will, promptly after the final determination or settlement of such contest or action, pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable thereon, together with all penalties, fines, interests, costs and expenses thereon or in connection therewith.

Section 3.12 Use of the Project Facilities.

(a) The Borrower will use the Project Facilities only in furtherance of the lawful corporate purposes of the Borrower.

(b) Unless the Borrower is in default hereunder, the Borrower has the sole right to manage the Project Facilities in accordance with the provisions hereof without interference from the Trustee or the Authority including, but not limited to, the activities, functions and tasks of the Borrower's agents, servants or employees; to process, select, appoint, reject, terminate and in all other ways deal with all academic and non-academic staff members, whether employees or independent contractors, and to determine all policies regarding such staffing, activities, manner of functioning, and to cause such reviews and supervision of the quality of education as the Borrower in its sole discretion shall deem fit, and in general the Borrower shall have sole and exclusive right and authority to operate, manage, control, direct and supervise its affairs. Further, unless the Borrower is in default hereunder, the Authority shall have no right to control, direct, supervise or coordinate such activities or such matters.

(c) The Borrower further agrees that it will not use the Project Facilities or any part thereof for sectarian instruction or primarily as a place of religious worship or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination or for the training of priests, ministers, rabbis or other similar persons in the field of religion. Notwithstanding the payment of the Note and the termination of this Loan Agreement, the Borrower agrees that it will continue to comply with the restriction stated in the

preceding sentence on the religious use of the Project. The Borrower will permit the Authority to inspect the Project Facilities solely in order to determine whether the Borrower has complied with the provisions of this paragraph, and such right of inspection shall survive the termination of this Loan Agreement.

(d) The Borrower agrees that during the term of this Loan Agreement the Project Facilities shall be operated and maintained, in compliance with all governmental laws, building codes, ordinances, and regulations and zoning laws as shall be applicable to such Project Facilities, unless the same are being contested in good faith by appropriate proceedings. The Borrower agrees that during the term of this Loan Agreement it will at its own expense (a) keep the Project Facilities in as safe of a condition as required by law; and (b) except to the extent the Borrower has determined that any portion of the Project Facilities is obsolete or not useful in its operations, keep the Project Facilities in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof all of which shall be accomplished in a workmanlike manner in accordance with all applicable laws. The Borrower, at its own expense, also may make from time to time any additions, modifications or improvements to the Project Facilities it may deem desirable for its purposes that do not substantially reduce its value; provided that all such additions, modifications and improvements made by the Borrower that are affixed to the Project Facilities shall become a part of the Project Facilities and, to the extent affixed to the Mortgaged Property, subject to the Mortgage. The Borrower will not permit the removal of any material personal property from the Project Facilities unless such personal property is obsolete, sold for fair market value or will be replaced with personal property of an equal or greater value.

Section 3.13 Borrower Duties Under Indenture. The Borrower agrees to perform all matters provided by the Indenture to be performed by the Borrower and to comply with all provisions of the Indenture applicable to the Borrower.

Section 3.14 [Reserved].

Section 3.15 Indemnification.

(a) The Borrower hereby covenants to pay the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the execution of the trusts created under the Indenture and in the exercise and performance of any of the powers and duties under the Indenture of the Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Borrower hereby covenants to pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred without limitation or made by or on behalf of the Trustee in accordance with any of the provisions of the Indenture, including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ, except any such expense, disbursement or advance as may arise from its negligence or misconduct. The Trustee, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction, shall be entitled (but not obligated) to make advances for the purpose of preserving property of the Borrower or the Authority.

(b) The Borrower releases the Authority and the Trustee from, agrees that the Authority and the Trustee shall not be liable for, and agrees to indemnify, defend and hold the Authority and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof. The Borrower shall defend, indemnify and hold the Authority and the Trustee harmless from and against any and all claims, liabilities, judgments, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, legal or equitable, or regulatory or governmental actions brought by a third party or by the Borrower on account of:

(i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the Project, and use of the Project Facilities or the property covered by the Mortgage;

(ii) any breach or default on the part of the Borrower in the performance of any covenant or agreement of the Borrower under the Loan Documents or any related document, or arising from any act or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees;

(iii) the authorization, issuance, sale, trading, redemption or servicing of the Bonds, and the provision of any information or certification furnished in connection therewith concerning the Bonds, the Project or the Borrower;

(iv) the Borrower's failure to comply with any requirement of the Loan Documents or any related document;

(v) to the extent applicable, any failure of compliance by the Borrower with the provisions of Section 4582.12 or 4115.05 of, or any other applicable provision of Chapter 4115 of the Ohio Revised Code;

(vi) any action taken or omitted to be taken by the Authority pursuant to the terms of the Loan Documents or the Indenture, or any related instrument or document, or any action taken or omitted to be taken by the Authority at the request of or with the consent of the Borrower; provided that such action or omission did not result from the gross negligence or willful misconduct of the Authority;

(vii) any injury to or death of any person or damage to property in or upon the Borrower's property, or resulting from or connected with the use, non-use, condition or occupancy of the Borrower's property or a part thereof;

(viii) the violation by the Borrower of any contract, agreement or restriction relating to the Project;

(ix) the violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Borrower's property or a part thereof;

(x) the Project or the failure to complete the Project;

(xi) any statement or information concerning the Borrower, its officers and members or any of the Borrower's property, contained in any limited offering memorandum furnished to any purchasers of the Bonds, that is untrue or incorrect in any material respect, and any omission from any such limited offering memorandum of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make statements therein concerning the Borrower, its officers and members or their property not misleading in any material respect, provided that: (i) any such limited offering memorandum is approved in writing by the Borrower; and (ii) in the event of settlement of any litigation commenced or threatened, arising from a claim based upon any such untrue statement or omission, such indemnity shall be limited to the aggregate amount paid under a settlement effected with the written consent of the Borrower;

(xii) the defeasance and/or redemption, in whole or in part, of the Bonds;

(xiii) any declaration of taxability of interest on the Series 2026 Bonds, or allegations that interest on the Series 2026 Bonds is taxable or any regulatory audit or inquiry regarding whether interest on the Series 2026 Bonds is taxable;

(xiv) any action taken under the Mortgage or with respect to the property covered by the Mortgage taken by the Borrower or any Borrower; and/or

(xv) any claim, action or proceeding brought with respect to any matter set forth in clauses (i)-(xiv) above; provided, however, that these liabilities, costs and expenses did not result from the gross negligence or willful misconduct of the Authority.

Subject to the rights of the Authority and the Trustee in Section 3.15(d) below, the Borrower shall at its own cost and expense defend any such actions which may be brought against the Authority or the Trustee as aforementioned, whether or not such actions have any basis in law or in fact, and shall pay all amounts which may be recovered therein against the Authority or the Trustee. For the purposes of this Section 3.15, "Authority" and "Trustee" shall mean the Authority and the Trustee, and each of their members, officers, directors, agents, servants, assignees, affiliates, and employees. The Borrower agrees, whether or not the transactions contemplated by the Indenture, this Loan Agreement and the Note shall be consummated, to pay, and save the Authority harmless against liability for the payment of, all expenses arising in connection with said contemplated transaction, including the reasonable fees and expenses of the Authority's Counsel. The Borrower agrees to indemnify and hold harmless the Authority and the Trustee against any and all losses, claims, taxes, penalties, disbursements, court costs, damages, expenses (including without limitation reasonable counsel fees and expenses) and liabilities arising from, in connection with, or as a result of the issuance of the Bonds, the execution and delivery of this Loan Agreement, the Indenture and all related documents (including the Note) or the performance and observance by or on behalf of the Borrower of those things on the part of the Borrower agreed to be performed or observed hereunder and thereunder. No member of the Governing Board, the manager, officer, director, agent, servant, assignee or employee of the Borrower shall be personally liable for the obligations of the Borrower created hereunder.

(c) The Borrower shall indemnify and hold the Authority and the Trustee harmless from and against all losses, claims, fines, penalties, damages, suits, and liabilities, and all reasonable costs and expenses, Losses (including out-of-pocket and incidental expenses and reasonable fees and expenses of outside counsel except as may be limited by law or judicial order or decision entered in any action brought to recover moneys under this Section) (collectively, “Losses”), arising out of any federal, state or local environmental laws, regulations or ordinances, incurred by the Authority or the Trustee as a result of the existence on, or release from, any real property constituting a portion of the Project of hazardous substances.

(d) The Borrower further covenants and agrees with the Authority and the Trustee that neither the Borrower, nor any of its respective agents, employees, independent contractors, invitees, licensees, successors, assignees, or tenants will store, release, or dispose of, or permit the storage, release, or disposal of any hazardous substances on the Mortgaged Property at any time from and after the effective date of this Loan Agreement other than in accordance with applicable federal, state and local laws and regulations. In the event that the Borrower or of its respective agents, employees, independent contractors, invitees, licensees, successors, assignees, or tenants (each a “Project Party”) receives a notification or clean up requirement under 42 U.S.C. § 9601 et seq. or comparable state or local statute, ordinance or regulation, the Borrower shall promptly notify the Authority and the Trustee of such receipt. On receipt by any Project Party of any such notification or clean up requirement, the Borrower shall either proceed with appropriate diligence to comply with such notification or clean up requirement or shall commence and continue negotiation concerning or contest the liability of the Borrower with respect to such notification or clean up requirement. The Borrower shall indemnify and hold the Authority and the Trustee harmless from and against any and all losses arising out of any federal, state or local environmental laws, regulations, or ordinances, incurred by the Authority or the Trustee as a result of any breach of this covenant, except to the extent that the Borrower is able to demonstrate that the liabilities, costs and expenses are attributable to the gross negligence or willful misconduct of the party seeking indemnification.

(e) The Borrower agrees to indemnify the Trustee and its officers, directors, agents and employees for and to hold it and them harmless against all Losses incurred without negligence or willful misconduct on the part of the Trustee, on account of any action taken or omitted to be taken by the Trustee in accordance with the terms of the Loan Documents or the Indenture or any other document executed in connection herewith or therewith, or any action taken at the request of or with the consent of the Borrower, including the reasonable costs and expenses of the Trustee in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under the Loan Documents or the Indenture.

(f) The Borrower also agrees to indemnify and hold the Trustee harmless from and against any and all Losses that may be imposed on, incurred by, or asserted against the Trustee for following any instructions or other directions on which the Trustee is authorized to rely pursuant to the Indenture and this Loan Agreement.

(g) In case any claim or demand is at any time made or action or proceeding is brought against the Authority or the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the Borrower, and the Borrower upon receipt of that notice shall have the obligation and the right to assume the

defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Borrower from any of its obligations under this Section unless and except to the extent that such failure prejudices the defense of the action or proceeding by the Borrower. At its own expense, an indemnified party may employ separate counsel and participate in the defense; provided, however, the Trustee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, and the reasonable fees and expenses of such counsel shall be paid by the Borrower if (i) the employment of such counsel has been authorized by the Borrower or, (ii) the Borrower shall have failed promptly after receiving notice of such action from the Trustee to assume the defense of such action and employ counsel reasonably satisfactory to the Trustee or (iii) the named parties to any such action (including any impleaded parties) include the Trustee and the Borrower, and the Trustee shall have been advised by counsel that there may be one or more legal defenses available to such party which are different from or in addition to those available to the Borrower or (iv) the Trustee shall have been advised by counsel that there is a conflict on any issue between the Trustee and the Borrower. The party seeking indemnity agrees to fully cooperate with the Borrower and lend the Borrower such assistance as the Borrower shall reasonably request in defense of any claim, demand, action or proceeding. The Borrower shall not be liable for any settlement made without its written consent.

(h) Nothing in this Loan Agreement is meant to release, extinguish or otherwise alter or interfere with any rights which the Authority and the Trustee may now or hereafter have against the Borrower or any other person for any environmental liabilities as a result of any Project Party's former, present, or future ownership, occupancy or use of, or interest in, any real property included in or in the vicinity of the Mortgaged Property or the property otherwise covered by the Mortgage.

(i) Nothing contained in this Section 3.15 shall be construed to provide for indemnification of, or payment of expenses to, the Authority or the Trustee as a result of the Authority's or the Trustee's gross negligence or acts constituting willful misconduct. The provisions of this Section 3.15 shall survive the termination of the Loan Documents and the Indenture and the resignation or removal of the Trustee for any reason and shall not be subject to set-off by the Borrower.

Section 3.16 Sale, Substitution or Lease of the Project. The Borrower may sell, lease, transfer or otherwise dispose (other than as a result of obsolescence, etc., which is not intended to be covered by this Section 3.17) of any part of the Project only upon compliance with the following conditions:

(a) the sale, lease or transfer shall not relieve the Borrower from liability from all payments due under this Loan Agreement and the performance of all of the other obligations of this Loan Agreement; provided, that the Governing Board of the Borrower determines that it will not adversely affect the ability of the Borrower to make such payments and perform such obligations;

(b) in the opinion of Bond Counsel, the sale, lease or transfer shall not cause the interest on the Bonds to be included in gross income for purposes of federal income taxes; and

(c) the vendee, Borrower or transferee shall covenant not to use the Project or the facilities financed or refinanced with proceeds of the Bonds for sectarian instruction or study or as

a place for devotional activities or workshops primarily in connection with any part of the program of a school or department of divinity for any religious denominations.

Section 3.17 [Reserved].

Section 3.18 Payment of Expenses of Issuance of Bonds. The Borrower shall pay for any filing expenses, Trustee's acceptance fees, reasonable legal fees, printing expenses and other fees and expenses incurred or to be incurred by or on behalf of the Authority in connection with the issuance and sale of the Bonds. Pursuant to Section 4.04 of the Indenture, the Authority has authorized the use of certain proceeds of the Bonds on deposit in the Expense Accounts to defray the Borrower's obligations under this Section.

Section 3.19 Funding of Indenture Funds; Investments; Arbitrage Certificates. The Authority shall direct the Trustee to apply the proceeds from the sale of the Bonds in the manner specified in Article III of the Indenture.

The Borrower and the Authority agree that all moneys in any Account or Fund established by the Indenture shall, to the fullest extent practicable and reasonable, be invested by the Trustee as directed in writing by the Borrower in Qualified Investments; provided, however, that any securities purchased pursuant to this Section at the written direction of the Borrower shall mature or be redeemable on a date or dates prior to the time when, in the judgment of an Authorized Borrower Representative, such funds so invested will be required for expenditure.

The Borrower acknowledges that the legal obligation to pay the purchase price of any Qualified Investments arises immediately at the time of the purchase. Notwithstanding anything else in the Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in the Indenture shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code §9.1-206.

The Authority and the Borrower covenant that they will not, and will not cause the Trustee to, make any investment or do any other act or thing during the period that any Bonds are Outstanding which would cause the Bonds to become or be classified as arbitrage bonds within the meaning of Section 148 of the Code. It is further understood and agreed that the Trustee shall not be required at any time to make any such investment or to do any such act, or to confirm compliance with the arbitrage provisions of Section 148 of the Code.

Although the Borrower recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Borrower agrees that confirmations for Qualified Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered; provided, that no such statement need be rendered for any account if no activity occurred in such account during such month.

Section 3.20 Other Amounts Payable by the Borrower.

(a) The Borrower agrees to pay directly to the Trustee from time to time as long as any of the Bonds are Outstanding (i) an amount equal to the annual fee of the Trustee for the ordinary

services rendered of the Trustee, and its ordinary expenses incurred under the Indenture, as and when the same becomes due, (ii) the reasonable, out of pocket fees, charges and expenses of the Trustee, as Bond registrar, authenticating agent and paying agent, and any other paying agent for the Bonds, as and when the same become due, and (iii) the reasonable fees, out of pocket fees, charges and expenses (including without limitation attorneys' fees and expenses) of the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, as and when the same become due. Notwithstanding anything in this Section 3.20(a) to the contrary, the Borrower may, without creating an Event of Default as herein defined, but after making the payments required by this section, contest in good faith the necessity for any such services, fees, charges or expenses of the Trustee.

(b) The Borrower further agrees to pay directly to the Authority an amount equal to the reasonable and necessary expenses incurred by the Authority with respect to this Loan Agreement and the Indenture (including but not limited to reasonable attorney fees) when such expenses have then accrued and become payable, upon Written Request of the Authority of the amount and nature of such expenses.

(c) The Borrower further agrees to make payments required by law with respect to any rebate obligations under Section 148 of the Code.

Section 3.21 Limitations on Incurrence of Additional Indebtedness. The Borrower shall not incur additional Indebtedness except pursuant to this Section 3.21.

(a) *No Senior Indebtedness.* The Borrower shall not incur additional Indebtedness secured by Liens on any portion of the Mortgaged Property or the Gross Revenues that are senior to the Lien of any mortgage on any portion of the Mortgaged Property or the security interest in the Gross Revenues granted by this Loan Agreement and the Mortgage.

(b) *Long-Term Indebtedness.* The Borrower may incur additional parity Long-Term Indebtedness if either of the following tests is met:

(i) (1) the Coverage Ratio for the most recent Fiscal Year for which an audit has been completed was at least 1.10 to 1.00; and (2) a Management Consultant reports that the Coverage Ratio for each of the three consecutive Fiscal Years following the incurrence of such Long-Term Indebtedness or, if such Long-Term Indebtedness is being issued to finance Capital Improvements, the earlier of (a) the three consecutive full Fiscal Years after such Capital Improvements are placed in service or (b) the three consecutive full Fiscal Years in which there are scheduled payments of interest on or principal of the additional parity Long-term Indebtedness, is projected to be at least 1.20 to 1.00 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby and provided that, such projected Net Income Available for Loan Payments shall be adjusted to provide for any projected revenues and expenses anticipated as the result of any real or personal property acquired, constructed, or completed with the proceeds of any such Long-Term Indebtedness); or

(ii) A certificate of an Authorized Representative of the Borrower certifying the Maximum Annual Coverage Ratio for the most recently completed Fiscal Year for which

an audit has been completed was at least 1.10 to 1.00 (taking into account the proposed additional Long-Term Indebtedness and any Long-Term Indebtedness to be refinanced thereby).

(c) *Completion Indebtedness.* The Borrower may issue Completion Indebtedness in an amount not to exceed 10% of the original Indebtedness issued for the purpose of financing certain Capital Improvements, if the following conditions are met: (i) the Borrower certifies, in writing, to the Trustee that at the time the original Indebtedness issued for the purpose of financing certain Capital Improvements was incurred, the Borrower believed or had reason to believe that the proceeds of such Indebtedness together with other moneys then expected to be available to pay for such Capital Improvements would provide sufficient moneys for the completion thereof; (ii) a Consulting Architect provides the Trustee with a written statement specifying the amount necessary to complete such Capital Improvements; and (iii) the Borrower certifies, in writing, to the Trustee that the proceeds of the proposed Completion Indebtedness, together with other legally available moneys of the Borrower, will be in an amount equal to the amount set forth in clause (ii) of this subsection.

(d) *Refunding Indebtedness.* The Borrower may issue Refunding Indebtedness, provided that the Borrower certifies, in writing, to the Trustee that the Maximum Annual Debt Service will not be increased by more than 10% by such refunding.

(e) *Balloon Indebtedness.* The Borrower may issue Balloon Indebtedness if the conditions set forth in subsection 3.21(b)(i) or subsection 3.21(b)(ii) are met when it is assumed that: (A) the Balloon Amount is Long-Term Indebtedness maturing over a term equal to the term of the Balloon Amount or a term of 20 years from the date of issuance of the Balloon Indebtedness, whichever is greater; and (B) the Balloon Amount bears interest on the unpaid principal balance at the Projected Rate and is payable on a level debt service basis over a 20-year period.

(f) *Put Indebtedness.* The Borrower may issue Put Indebtedness if:

(i) (A) at the time such Put Indebtedness is incurred a financial institution has provided a binding commitment that provides for the amortization of Indebtedness incurred under such commitment over a term of at least 24 months commencing with the next succeeding Put Date, to provide financing sufficient to pay such Put Indebtedness on the Put Date occurring during the term of such commitment; and (B) the conditions set forth in subsection 3.21(b)(i) or subsection 3.21(b)(ii) are met when it is assumed that the Put Indebtedness is Long-Term Indebtedness that bears interest at the Projected Rate and is payable on a level debt service basis over a 25-year period; or

(ii) (A) the period from the date of incurrence of the proposed Put Indebtedness to the first Put Date is at least 36 months and (B) the conditions set forth in clause subsection 3.21(b)(i) or subsection 3.21(b)(ii) are met when it is assumed that the Put Indebtedness is Long-Term Indebtedness that either: (i) bears interest at the fixed rate applicable to the Put Indebtedness to be incurred (with such fixed interest rate applied over the entire term of the Indebtedness, for purposes under this subsection 8.14(f)(ii)); or (ii) bears interest at the Projected Rate and is payable on a level debt service basis over a 25-year period.

(g) *Short-Term Indebtedness and Interim Indebtedness.* To the extent permitted by applicable law and if no Event of Default under this Loan Agreement, or an event that with the giving of notice or passage of time or both would constitute an Event of Default under this Loan Agreement, has occurred and is continuing, Borrower may incur Short-Term Indebtedness for working capital purposes which the Borrower in its judgement deems expedient, or Interim Indebtedness to finance and refinance existing capital needs which the Borrower in its judgement deems expedient, in each case which Short-Term Indebtedness or Interim Indebtedness constitutes Non-Recourse Indebtedness, so long such proposed Indebtedness, together with all Short-Term Indebtedness and Interim Indebtedness then outstanding, does not exceed 25% of the Gross Revenues of the Borrower for the fiscal year for which the most recent available audited financial statements of the Borrower are available.

(h) *Non-Recourse Indebtedness.* Indebtedness consisting of purchase money obligations with respect to any item of Equipment related to the Personalty may be incurred without limitation.

(i) *Operating Leases.*

(i) Indebtedness consisting of leases which are considered operating leases for a charter school facility under general accepted accounting principles, the term of which does not exceed two years, may be incurred without limitation.

(ii) Indebtedness consisting of operating leases for a charter school facility under generally accepted accounting principles, the term of which exceeds two years, may be incurred if, prior to the incurrence of such Indebtedness, an Management Consultant selected by the Borrower provides a written report to the Trustee indicating that the Coverage Ratio required to be met under the Long-Term Indebtedness provisions set forth in paragraph (b) above are satisfied, assuming only for the purposes of such calculation that such operating lease Indebtedness constitutes additional Long-Term Indebtedness.

(j) *Subordinated Indebtedness.* Subordinated Indebtedness may be incurred without limitation.

Section 3.22 Liquidity Covenant. The Borrower hereby covenants and agrees that it will maintain Days Cash on Hand equal to at least 45 Days Cash on Hand as of June 30, 2027, and as of each June 30 thereafter, tested annually as of the end of each Fiscal Year based on the audited financial statements for such Fiscal Year.

(a) The Borrower will provide the Authority, the Trustee and the Underwriter not later than December 31 after each June 30, commencing June 30, 2027, with a certificate in substantially the form attached hereto as Exhibit E stating the Days Cash on Hand as of the applicable June 30. In the event that Days Cash on Hand falls below the requirement set forth above as of any testing date, the Borrower shall retain a Management Consultant within forty-five (45) days following the related reporting date at the Borrower's expense. Beneficial Owners of the Bonds then Outstanding shall have the right to object the Borrower's selection of a Management Consultant and direct the Borrower to select an alternate Management Consultant pursuant to Section 3.24 herein. The

Management Consultant shall make appropriate recommendations within 60 days of being retained in order to bring the Borrower into compliance with the provisions of this Section.

Copies of such recommendations shall be filed with the Authority, the Underwriter and Trustee and on EMMA. The Borrower agrees that promptly upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, it shall revise its methods of operation and shall take such other reasonable actions as shall be in conformity with the recommendations. So long as the Borrower shall retain a Management Consultant and complies with such Management Consultant's recommendations to the extent not prohibited by law, no default or Event of Default shall be declared solely by reason of a violation of the requirement to have Days Cash on Hand equal to at least 45 Days Cash on Hand as of June 30, 2027, and as of each June 30 thereafter.

Section 3.23 Coverage Ratio.

(a) The Borrower will deliver annually to the Authority, the Trustee and the Underwriter not later than December 31 after each June 30, commencing June 30, 2027, a certificate in the form attached hereto as Exhibit F stating the Coverage Ratio for the Fiscal Year then ended. The Coverage Ratio is required to be at or above 1.10 to 1.00 for any Fiscal Year, commencing June 30, 2027. If such Coverage Ratio is below 1.10 to 1.00 but above 1.00 to 1.00, the Borrower shall retain, at its expense and within forty-five (45) days following the related reporting date, a Management Consultant to submit a written report and make recommendations within 60 (sixty) days of being retained (a copy of such report and recommendations shall be filed with the Authority, the Underwriter and the Trustee and on EMMA) with respect to increasing Gross Revenues, decreasing Operating Expenses or other financial matters of the Borrower which are relevant to increasing the Coverage Ratio to at least the required level. Beneficial Owners of the Bonds then Outstanding shall have the right to object to the Borrower's selection of a Management Consultant and direct the Borrower to select an alternate Management Consultant pursuant to Section 3.24 herein. The Borrower will, subject to the exceptions in the next sentence, adopt and follow the recommendations of the Management Consultant and will thereafter calculate the Coverage Ratio for each succeeding fiscal year. So long as the Management Consultant determines that the Borrower is demonstrating reasonable diligence to comply with the appropriate recommendations (excepting certain limited instances when an Opinion of Counsel is obtained excusing such actions because the Management Consultant's recommendations would violate State or federal law, or the educational or charitable purpose of the Borrower) and the Coverage Ratio does not fall below 1.00 in any Fiscal Year, the Borrower will be deemed to have complied with its covenants hereunder. The Borrower shall continue to retain the Management Consultant until the Borrower has achieved a Coverage Ratio of at least the required level for at least two consecutive fiscal years.

(b) If the Coverage Ratio falls below 1.00 to 1.00 for any Fiscal Year, the Borrower shall be deemed to be in default under this Loan Agreement. The Borrower is required to notify the Trustee and Registered Owners of the Outstanding Bonds of the Coverage Ratio if the Coverage Ratio is below 1.00 to 1.00.

(c) Any contract entered into between the Borrower and any Management Consultant engaged by the Borrower pursuant to this Section 3.23 must meet the requirements of this Loan Agreement and the Tax Certificate and Agreement.

Section 3.24 Management Consultant. Upon the selection of a Management Consultant as required by Sections 3.22 or 3.23 of this Loan Agreement, the Borrower shall cause a notice of the selection of such Management Consultant, in the form attached hereto as Exhibit G, including the name of such Management Consultant and a brief description of such Management Consultant to be filed with EMMA. The Management Notice must also state each Beneficial Owner of the Bonds then Outstanding shall be deemed to have consented to the selection of such Management Consultant unless such Beneficial Owner submits to the Trustee a written objection to the Management Consultant in the form attached hereto as Exhibit H, within ten days of the date the Management Notice is posted to EMMA. If the Beneficial Owners of at least a majority in aggregate principal amount of the Bond then Outstanding provide Objection Notices to the Trustee within the Objection Period, then the Borrower shall select an alternate Management Consultant and post a new Management Notice with respect to the newly selected Management Consultant

Section 3.25 Control Agreement. The Borrower represents and warrants that (i) it maintains the Account, which Account is subject to a Control Agreement and (ii) it maintains no other depository accounts that receive State Payments, and covenants that (iii) it will not move the Account or open new accounts for the purpose of receiving State Payments without first having entered into an agreement in the form and substance of the Control Agreement covering all such accounts or which is acceptable to the Beneficial Owners of not less than a majority in aggregate principal amount of the Series 2026 Bonds then Outstanding. The Borrower shall not transfer funds out of the Account into any account not subject to a Control Agreement if (a) an Event of Default has occurred and is occurring hereunder, (b) Days Cash on Hand was less than 45 Days as of the most recent testing date, (c) the Coverage Ratio was less than 1.10 to 1.00 as of the most recent testing date, or (d) the balance in the Account is less than \$500,000.

Section 3.26 Permitted Encumbrances. The Borrower will not create or suffer to be created or exist upon any Mortgaged Property, the Gross Revenues or the Property now owned or hereafter acquired by it any Lien other than Permitted Encumbrances. For the purposes hereof, Permitted Encumbrances shall include the following:

(a) Liens on Mortgaged Property, the Gross Revenues or other Property created by this Loan Agreement, the Indenture or the Mortgage;

(b) Any Lien on the Property of the Borrower which existed on the date of authentication and delivery of the Bonds and was disclosed in the Mortgage or the title insurance policy insuring the Mortgage; provided, however, that no such Lien may be increased, extended, renewed or modified to apply to any Property not subject to such Lien on such date or to secure indebtedness not Outstanding as of the date of delivery of the Bonds, unless such Lien as so extended, renewed or modified otherwise qualifies as a Permitted Encumbrance;

(c) Liens arising by reason of good faith deposits with the Borrower in connection with leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by the Borrower to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or

appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges;

(d) Any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any other body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Borrower to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workers' compensation, unemployment insurance, pension or profit sharing plans or other social security, or to share in the privileges or benefits required for companies participating in such arrangements;

(e) Any judgment Lien against the Borrower so long as such judgment is being contested in good faith and execution thereon is stayed;

(f) (i) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting any Property; (ii) any Liens on any Property for taxes, assessments, levies, fees, water and sewer rents, and other governmental and similar charges and any Liens of mechanics, materialmen, laborers, suppliers or vendors for work or services performed or materials furnished in connection with such Property, which are not due and payable or which are not delinquent, or the amount or validity of which, are being contested and execution thereon is stayed or, with respect to Liens of mechanics, materialmen, laborers, suppliers or vendors, have been due for fewer than ninety (90) days; (iii) easements, rights-of-way, servitudes, restrictions, oil, gas or other mineral reservations and other minor defects, encumbrances, and irregularities in the title to any Property which, if such Liens arise after the Borrower has acquired such Property, do not, in the Opinion of Counsel to the Borrower, addressed to the Trustee, materially impair the use of such Property or materially and adversely affect the value thereof; and (iv) landlord's liens;

(g) (i) Liens on the Mortgaged Property securing Indebtedness so long as such Liens are, by their terms, specifically subordinate to the Lien on such Mortgaged Property created by the Mortgage and (ii) Liens on real property comprising a part of the Property securing Indebtedness and not subject to the Lien of the Mortgage; provided, however, that in either case the aggregate principal amount of Indebtedness so secured shall not exceed ten percent (10%) of Total Revenue for the most recent Fiscal Year for which financial statements are available at the time of the incurrence of such Indebtedness, and in each case such Indebtedness is permitted pursuant to Section 3.21 hereof;

(h) So long as no Event of Default exists under this Loan Agreement or the Indenture at the time such Lien is created, any Lien, including a security interest superior to the security interest in Equipment created pursuant to the Mortgage, incurred for the purpose of financing Equipment; provided, however, that the aggregate principal amount of Indebtedness so secured shall not exceed fifteen percent (15%) of Total Revenue for the most recent Fiscal Year for which financial statements are available at the time of the incurrence of such Indebtedness; and provided further that the total amount of Indebtedness secured by a Lien under this clause (h) may not in the aggregate exceed at any time the greater of \$500,000 or fifteen percent (15%) of Total Revenue (calculated based on the most recent Fiscal Year for which financial statements are available) and

that such Lien shall attach only to the Equipment with respect to which such Indebtedness was incurred;

(i) Any consensual Lien on the Property (other than Equipment) now owned or hereafter acquired by the Borrower so long as such Lien is, by its terms, specifically subordinate to the security interest in such Property created pursuant to the Mortgage;

(j) Liens on Property received by the Borrower through gifts, grants or bequests, such Liens being due to restrictions on such gifts, grants or bequests of Property or the income thereon;

(k) Any Lien on pledges, gifts or grants to be received in the future, including any income derived from the investment thereof;

(l) Liens on Property due to rights of third party payors for recoupment of amounts paid to the Borrower;

(m) Any lease of Property other than the Mortgaged Property or any lease of any of the Mortgaged Property that complies with the terms and conditions provided for in the Mortgage.

(n) Any Lien on Property acquired by the Borrower securing Indebtedness that was assumed in connection with the acquisition of such Property; and

(o) Purchase money liens securing Indebtedness permitted hereunder.

Section 3.27 Tax Covenants, Rebate, Etc. The additional representations, warranties, covenants and information in the Tax Certificate and Agreement are hereby incorporated by reference into this Loan Agreement as if made in full herein, and such representations, warranties, covenants and information, together with any additional information supplied by the Borrower that has been relied upon by Bond Counsel with respect to the eligibility of the Project and the exclusion from gross income of interest on the Bonds for purposes of federal taxation, are true, complete and correct.

Section 3.28 Insurance to be Maintained; Insurance Consultant.

(a) The Borrower shall maintain, or cause to be maintained at its sole cost and expense, the following insurance with respect to its Property, the operation thereof and its business against such casualties, contingencies and risks (including but not limited to public liability and employee dishonesty):

(i) a lender's title insurance policy or policies with respect to the Mortgaged Property in an aggregate amount as required by Section 3.33 hereof;

(ii) property insurance (including builder's all risk insurance if applicable) against loss or damage to any structure constituting any part of the Mortgaged Property by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this

paragraph shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without depreciation) of all improvements constituting any part of the Mortgaged Property; or (ii) the principal amount of the Bonds then Outstanding, and shall be subject to a deductible not to exceed \$100,000;

(iii) commercial comprehensive general liability and automobile liability insurance against claims arising in, on or about the Project Facilities, including in, on or about the sidewalks or premises adjacent to the Project Facilities, providing coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate;

(iv) business interruption insurance with respect to the Mortgaged Property equal to at least Maximum Annual Debt Service; and

(v) such other forms of insurance as are customary in the industry or as the Borrower is required by law to provide with respect to the Project Facilities, including, without limitation, any legally required workers' compensation insurance and disability benefits insurance and, to the extent such insurance may be obtained at a premium reasonably related to the risk covered.

(b) All policies and bonds shall provide, so far as the same may be obtainable without the payment of additional premium, that coverage shall not be cancelled without thirty (30) days' prior written notice to the Trustee.

(c) At least every three years from the Closing Date the Borrower shall employ the Insurance Consultant to review the insurance coverage required by this Section and to render to the Authority and the Trustee a report as to the adequacy of such coverage and as to its recommendations, if any, for adjustments thereto. The insurance coverage required by this Section shall be increased or otherwise adjusted by the Borrower if as a result of such review the Insurance Consultant finds that the existing coverage is inadequate, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance, and the effect of such terms and such cost upon the Borrower's financial condition. The insurance coverage required by this Section may be reduced or otherwise adjusted by the Borrower without the consent of the Trustee or the Authority; provided that all coverages after such reduction or other adjustment are certified by the Insurance Consultant to be commercially reasonable and reflecting current market conditions for facilities of like size, type and character, taking into account the availability of such insurance, and the terms and costs upon which such insurance is available. The Borrower shall pay any fees charged by such Insurance Consultant and any expenses incurred by the Authority and the Trustee.

(d) The Borrower covenants to furnish to the Trustee upon delivery of this Loan Agreement and by November 15 of every other year thereafter, commencing November 15, 2027, and a certificate of its Insurance Consultant, stating whether in the opinion of such Insurance Consultant, such insurance then in force is in compliance with such Insurance Consultant's recommendations made in fulfillment of the requirements of this Section 3.28. The Borrower covenants to maintain such amounts and types of insurance as recommended by the Insurance Consultant.

(e) All policies of insurance and bonds shall be issued by generally recognized, responsible insurance or bonding companies rated not less than “A” by A.M. Best, acceptable to the Borrower and the Insurance Consultant, qualified to do business in the State and qualified under the laws of the State to assume risks covered by such policy or policies or bond or bonds and shall be non-assessable.

(f) All policies of insurance required under paragraph (a) above shall be for the benefit of the Borrower, the Authority and the Trustee, as their respective interests may appear, shall name the Authority and the Trustee as additional insured, loss payee and, as applicable, mortgagee, and shall be made payable to the Authority and the Trustee. The Trustee shall have the exclusive right after obtaining the advice and consent of the Borrower, which shall not be unreasonably withheld (and after the occurrence of an Event of Default, without notice to or consent of the Borrower) to receive the proceeds from such insurance and settle and receipt for claims thereunder. If requested by the Authority or the Trustee the original or a copy of each policy or bond or a certificate that the same has been issued and is currently in effect shall be delivered to the Authority and the Trustee.

(g) In the event that any insurance required by this Section 3.28 is commercially unavailable at a reasonable cost or has been otherwise provided, as evidenced by a certificate of the Insurance Consultant, the Authority and the Trustee shall accept such substitute coverage, if any, as is recommended by the Insurance Consultant.

(h) In the event of construction, renovations or improvements to the Project Facilities, the cost of which exceed \$1,000,000, the Borrower shall obtain (or cause to be obtained by the contractor responsible for such renovations or improvements) a builder’s risk insurance policy (full completed value form) in an amount equal to the amount of the cost of the improvements to be constructed or renovated.

(i) In the event that the Borrower fails to maintain, or cause to be maintained, any insurance as provided in this Section 3.28, the Authority and/or the Trustee may (but shall be under no obligation to), upon such notice to the Borrower as is reasonable under the circumstances, procure and maintain such insurance at the expense of the Borrower, and any amounts so advanced therefor by the Authority and/or the Trustee shall become an additional obligation of the Borrower secured by this Loan Agreement, which amounts, together with interest thereon at two percent (2%) above the prime rate of the Authority and/or Trustee, or if there are no such rates, such rates of the largest banking partner of the Trustee, from the date thereof, the Borrower agrees and covenants to pay, and such payments and interest shall be considered to be additional payments hereunder.

Section 3.29 Proceeds of Hazard Insurance.

(a) Immediately after occurrence of loss or damage with respect to the Project Facilities covered by insurance required under Section 3.28(a)(ii), the Borrower shall notify the Trustee thereof. The Borrower promptly shall determine and advise the Trustee, in writing, whether it is practicable to repair, reconstruct or replace such damaged or destroyed or condemned or lost Property and, if so, the estimated time and funds required for such repair, reconstruction or

replacement. The proceeds of insurance required by Section 3.28(a)(ii) shall be applied as provided in subsections (b), (c) and (d) below.

(b) If the Borrower determines that reconstruction or replacement is practicable, and if, within ninety (90) days from the receipt of the Borrower's report, the Borrower delivers to the Trustee:

(i) a written report of the Borrower stating that, in the signer's opinion, based upon information provided by and following consultation with, the Insurance Consultant, or, if unavailable, based upon the Borrower's best judgment of the net insurance proceeds anticipated, the Borrower will have sufficient funds from net proceeds of insurance (including business interruption insurance and other available funds) to make the payments required of the Borrower under this Loan Agreement, to pay the cost of repairing, restoring or replacing the portion of the Property affected by such loss or damage, and to pay all Operating Expenses until completion of the repair, reconstruction or replacement of such part of the Property which is affected by such loss or damage and for the first full Fiscal Year after such completion;

(ii) a written certification that it has obtained an executed construction contract for such work at a guaranteed maximum price or fixed price;

(iii) a written certification that it has posted cash or an irrevocable letter of credit in an amount at least equal to the excess, if any, of the funds necessary for payment of the amounts due under such construction contract, over the available net insurance proceeds; and

(iv) with respect to restoration or replacement in an amount of \$5,000,000 or more, the items insured pursuant to Section 3.28(a)(ii), then the Borrower shall promptly proceed to repair, reconstruct and replace such part of the Property, including all fixtures, furniture, equipment and effects, to its original condition insofar as possible.

(c) The moneys required for such repair, reconstruction and replacement shall be paid (i) from the net proceeds of insurance (other than proceeds of business interruption insurance which shall be applied as provided in paragraph (e) below) received by reason of such occurrence, and (ii) to the extent that such net insurance proceeds are not sufficient, from moneys to be provided by the Borrower. Notwithstanding the foregoing, if the estimated cost of such repair, reconstruction or replacement is less than \$1,000,000, the Borrower shall not be required to deliver the items referred to in clauses (b)(i) through (b)(iv) above, the net insurance proceeds shall be paid to the Borrower and the Borrower shall promptly proceed with such repair, reconstruction or replacement.

(d) Any net insurance proceeds remaining after the completion of such repair, replacement or reconstruction shall be applied to (i) the purchase of the Bonds in the open market for the purpose of cancellation at prices not exceeding the current or first applicable optional redemption price (including premium) at which Bonds may be redeemed plus accrued interest thereon to the date of payment therefor, (ii) the redemption of Bonds in accordance with the Indenture, (iii) pay the principal of or interest on the Bonds at maturity, or (iv) a combination of

any or all of the foregoing as is provided in such direction; provided that before any funds are applied to pay interest on the Bonds, the Trustee shall have received an Opinion of Bond Counsel or a ruling of the Internal Revenue Service that such payment will not adversely affect the exclusion from gross income under Section 103 of the Code of interest paid on the Bonds.

(e) Notwithstanding the foregoing, if a Borrower determines that (i) the Property can continue to operate effectively with less than full repair, reconstruction and replacement thereof and (ii) the Borrower can continue to maintain the required Coverage Ratio for a period of two Fiscal Years following the date of loss or damage, then any net insurance proceeds remaining after the completion of partial repair, reconstruction or replacement shall promptly be applied in accordance with the last sentence of subparagraph (b) above.

(f) If the Borrower determines that such repair, reconstruction or replacement is not practicable, or if the report and the other documents described in subsection (b) above are not delivered within the required time period, then the parties hereto agree that all respective net insurance proceeds shall be applied to the redemption of Bonds, in proportion with the respective principal amounts of each series Outstanding, or to the redemption of the Bonds if Bond Counsel advises that such application is required to maintain the exclusion from gross income under Section 103 of the Code of interest paid on the Bonds.

(g) The proceeds of any business interruption insurance required by Section 3.28(a) shall be applied to the making of the payments due under this Loan Agreement and the Note and to the payment of salaries of key employees; provided, however, that if the Project Facilities located on the Property are not to be repaired, reconstructed or replaced as provided in this Section 3.25, then the proceeds of such business interruption insurance shall be applied to the payment of the principal of and interest on Bonds.

Section 3.30 Treatment of Funds in Bankruptcy. The Borrower acknowledges and agrees that in the event it commences a case under the United States Bankruptcy Code located at 11 U.S.C. § 101 et. seq. (the “Bankruptcy Code”) or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) amounts on deposit in any of the Funds are not, nor shall they be deemed to be, property of the its bankruptcy estate as defined by § 541 of the Bankruptcy Code; (ii) that in no event shall it assert, claim or contend that amounts on deposit in any of the Funds are property of the its bankruptcy estate; and (iii) that amounts on deposit in any of the Funds are held in trust solely for the benefit of the registered owners and the beneficial owners, shall be applied only in accordance with the provisions of the Indenture and it has no legal, equitable nor reversionary interest in, or right to, such amounts.

Section 3.31 Maintenance of STEM Designation. The Borrower covenants that it shall cause the STEM Designation to be kept in full force and effect during the term of the Bonds.

Section 3.32 Representations of the Authority. The Authority represents, warrants and acknowledges as follows:

(a) The Authority is a body politic and corporate, not a State agency but an independent instrumentality exercising essential public functions, duly organized and validly existing under the Act, is authorized by the Act to enter into the transactions contemplated by this Loan Agreement

and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Loan Agreement and the Indenture.

(b) The Bonds are to be issued under the Indenture and secured by this Loan Agreement, pursuant to which certain of the Authority's rights and interests in this Loan Agreement and the Trust Estate will be pledged and assigned to the Trustee as security for payment of the principal of and premium, if any, and interest on the Bonds. The Authority covenants that it has not pledged or assigned and, to the extent within its exclusive control, will not pledge or assign any of its interests in this Loan Agreement (excepting Unassigned Rights) or the Trust Estate, other than to the Trustee under the Indenture to secure the Bonds.

(c) To the best of the Authority's knowledge, neither the execution and delivery of the Indenture, the Bonds or this Loan Agreement, the consummation of the transactions contemplated thereby and hereby nor the fulfillment of or compliance with the terms and conditions or provisions of the Indenture, the Bonds or this Loan Agreement conflicts with or results in the breach of any of the terms, conditions or provisions of any constitutional provision or statute of the State or of any agreement or instrument or judgment, order or decree of which the Authority has notice that it is a party or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature upon any property or assets of the Authority under the terms of any instrument or agreement.

(d) Pursuant to the Act and based solely upon the application submitted by the Borrower and other representations made, information presented and testimony given by the Borrower, and without independent verification by the Authority, the Project constitutes an "economic development project" within the meaning of the Act, and has been determined by the Authority to promote educational enrichment (including cultural, intellectual, scientific or artistic opportunities) in the State.

Section 3.33 Title Insurance.

(a) On the date of issuance of the Series 2026 Bonds, the Borrower will provide the Trustee with an irrevocable, binding commitment of the Title Company to issue a lender's title insurance policy or policies insuring the Trustee's interest in and Lien against the Mortgaged Property, subject to any Permitted Encumbrances, in an amount not less than the Outstanding principal amount of the Series 2026 Bonds. The policy shall be in the form of an American Land Title Association lender's policy. The Mortgage shall be recorded by the Borrower in the real property records of Portage County, Ohio, and provide the Trustee with a perfected first position Lien interest in the Mortgaged Property, subject to any Permitted Encumbrances. The Trustee shall have no duty to review the insurance required by this Section 3.33 (or certificates hereof) or to inquire as to the compliance thereof with this Section 3.33.

(b) Upon recordation of the Mortgage and filing of the related UCC financing statements on the date of issuance of the Series 2026 Bonds, the Borrower represents that the Trustee will have a valid first-position Lien on the Mortgaged Property and a valid security interest in the personal property subject to no Liens, charges or encumbrances other than the Permitted Encumbrances, and upon being notified in writing of the need therefor, the Borrower will promptly

take all necessary actions including filing continuation statements to preserve such Lien and security interest.

(End of Article III)
ARTICLE IV

NOTE

Section 4.1 Note. Concurrently with the issuance and delivery of the Bonds, the Borrower shall issue, execute and deliver the Note to the Authority to evidence and secure the loan and the obligation of the Borrower to repay the same, together with redemption premium, if any, and interest thereon.

In furtherance of the foregoing, the Borrower shall, concurrently with the issuance and delivery of the Bonds, issue, execute and deliver the Note to evidence and secure the loan of the proceeds of the Bonds and the obligation of the Borrower to repay the same, together with premium, if any, and interest thereon.

The Authority and the Borrower covenant and agree that the Note to be delivered by the Borrower shall (i) be in fully registered form as to both principal and interest; (ii) upon issuance and delivery to the Authority, be immediately pledged and assigned by the Authority to, and registered in the name of, the Trustee; (iii) be nontransferable except as required to effect the assignment to the Trustee or any successor Trustee contained in the Indenture; and (iv) be appropriately marked to indicate clearly the restrictions on the transfer thereof imposed by this Agreement.

The amounts, maturities, interest rates, prepayment provisions and other terms of the Note delivered hereunder shall conform to the terms and provisions of the Bonds. In case of an error in such conformity, the terms of the Bonds shall prevail, and upon delivery of an appropriate certificate to that effect from the Authority or the Trustee to the Borrower, the Borrower shall prepare and execute a new, revised Note conforming to the terms and provisions of the respective series of Bonds, such that at all times payments due thereunder shall be equal to and payable at the same times as, the principal of, premium, if any, and interest on the Bonds.

(End of Article IV)

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1 Events of Default. The occurrence and continuance of any of the following events shall constitute an “Event of Default” hereunder:

(a) failure (and the continuation for five business days thereafter, but in no event later than five business days prior to any Interest Payment Date) of the Borrower to pay any installment of interest or principal, or any premium, on the Note when the same shall become due and payable, whether at maturity or upon any date fixed for prepayment or by acceleration or otherwise; or

(b) failure of the Borrower to perform any other covenant, condition or provision hereof or in supplements hereto and to remedy such default within thirty (30) days after notice thereof from the Trustee to the Borrower unless the nature of the default is such that it cannot be remedied within the thirty-day period and the Borrower undertakes corrective action within the period agreed upon and diligently pursues such action until the default is remedied and the Trustee is provided with a certification from the Borrower to the effect that such default is of the nature that it cannot be remedied within the thirty-day period and the Borrower has commenced or will promptly commence corrective action within the period agreed upon and diligently pursues such action until the default is remedied; or

(c) if any material representation made by the Borrower in any statement or certificate furnished to the Authority, the Trustee or the Underwriter in connection with the sale of the Bonds or furnished by the Borrower pursuant hereto proves untrue in any material respect as of the date of the issuance or making thereof; or

(d) default in any payment of principal of, premium, if any, or interest on any other obligation of or guaranty by the Borrower for borrowed money, which obligation, together with all such other obligations so in default, equals at least \$100,000 in the aggregate, such default continuing beyond the expiration of the applicable grace period, if any, provided for therein; or default in the performance of any other agreement, term or condition contained in any agreement under which an obligation in an amount of at least \$100,000 is created, which has resulted in such obligation becoming immediately due and payable prior to the date on which it would otherwise have become due and payable; provided, however, that if such default shall be cured by the Borrower or be waived by the holder of such obligation, and any such declaration be rescinded or annulled, then the Event of Default hereunder by reason thereof shall be deemed to have been thereupon cured; or

(e) any judgment, writ or warrant of attachment or of any similar process in any amount in excess of \$1,000,000 (and not covered, subject to customary deductibles or exclusions, by the Borrower’s insurance policies or its self-insurance program) shall be entered or filed against the Borrower or against any of its property and shall remain unvacated, unpaid, unbonded, unstayed, uncontested or unappealed in good faith for a period of 90 days; or

(f) if the Borrower admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the Borrower, or for the major part of its property; or

(g) if a trustee or receiver is appointed for the Borrower or for the major part of its property and is not discharged within 60 days after such appointment; or

(h) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Borrower (other than bankruptcy proceedings instituted by the Borrower against third parties) and, if instituted against the Borrower, are allowed against the Borrower or are consented to or are not dismissed, stayed or otherwise nullified within 60 days after such institution; or

(i) an “event of default” under the Indenture or the Mortgage.

Section 5.2 Rights and Remedies of Trustee. Upon the occurrence and during the continuance of any Event of Default hereunder, the Trustee, as assignee of the Authority pursuant to the Indenture, shall have the following rights and remedies, in addition to any other remedies herein or by law provided:

(a) Acceleration of Maturity; Waiver of Event of Default and Rescission of Acceleration. The Trustee may, by written notice to the Borrower, declare the principal of the Note (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and upon any such declaration the principal of the Note and the interest accrued thereon shall become and be immediately due and payable, anything in the Note or this Loan Agreement contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the Note and the interest accrued thereon shall have been so declared and become due and payable, all arrears of interest, if any, upon the Note and the fees and expenses of the Trustee and the Authority shall be paid by the Borrower, and every other default in the observance or performance of any covenant, condition or agreement in the Note or this Loan Agreement contained shall be made good, or be secured, to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Event of Default by reason of which the principal of the Note and the interest accrued thereon shall have been so declared and become due and payable shall be deemed waived by the Trustee, and such declaration and its consequences shall be deemed annulled and rescinded; but no such waiver, rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

(b) Right to Bring Suit, Etc. The Trustee, personally or by attorney, may, in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Note or this Loan Agreement, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however, that all fees and costs incurred by the Trustee under this Article shall be paid to the Trustee by the Borrower on demand.

Section 5.3 Payment of Defaulted Amounts on Demand of Trustee. In case the Borrower shall:

(a) fail to pay any installment of interest on the Note when and as the same shall become due and payable; or

(b) fail to pay the principal of the Note, when and as the same become due and payable, whether at maturity or upon designation for prepayment or by declaration, or otherwise;

(c) then upon written demand of the Trustee, the Borrower will pay to the Trustee the whole amount which then shall have become due and payable on the Note for interest or principal or both, as the case may be, and in addition thereto such further amount as shall be sufficient to cover the cost and expenses of collection, including reasonable compensation to the Trustee, its agents, attorneys and counsel and any expenses or liabilities incurred by the Trustee hereunder.

Section 5.4 Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and interest and other amounts upon demand, the Trustee, in its own name, may institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable in the manner provided by law.

The Trustee shall, if permitted by law, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the Lien of this Loan Agreement on the Collateral; and the right of the Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: To the payment of all costs and expenses (including reasonable attorneys' fees and expenses) of the proceedings resulting in the collection of such moneys and of the fees of, and the expenses, liabilities and advances incurred or made by, the Trustee and the creation of a reasonable reserve for anticipated fees, costs and expenses.

SECOND: To the payment of the amounts then due and unpaid upon the Note (whether for principal, interest or premium) in respect of which such moneys shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Note, upon presentation of the Note and the notation thereon of such payment, if partly paid, and upon surrender thereof, if fully paid.

Section 5.5 Trustee Entitled to Appointment of Receiver. The Borrower further covenants that, upon the happening of any Event of Default and thereafter during the continuance of such Event of Default, unless the same shall have been waived as provided herein, and subject to Section 5.3 hereof, the Trustee shall be entitled as a matter of right if it shall so elect, (a) forthwith and without declaring the principal of the Note to be due and payable or (b) after declaring the same to be due and payable, or (c) upon the filing of an action to enforce the specific

performance of this Loan Agreement or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of the Trustee, to the appointment of a receiver or receivers of the Borrower and all of its earnings, revenues, rents, issues, profits and income, with such powers as the court making such appointment shall confer. If requested so to do by the Trustee, the Borrower will consent to the appointment of any such receiver as aforesaid.

Section 5.6 Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.7 Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.8 Waiver of Extension, Appraisement or Stay Laws. To the extent permitted by law, the Borrower will not, during the continuance of any Event of Default hereunder, insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement. The Borrower hereby expressly waives all benefits or advantage of any such laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.9 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI

IMMUNITY OF MEMBERS, OFFICERS, DIRECTORS AND TRUSTEES

Section 6.1 Immunity. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Note, or for any claim based thereon or on this Loan Agreement, or any supplement hereto, against any member, director, trustee, employee, agent or officer, past, present or future, of the Borrower or any predecessor or successor corporation, as such, or of the Authority either directly or through the Borrower or the Authority or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of such members, directors, trustees, employees, agents or officers, as such, being released as a condition of and consideration for the execution of this Loan Agreement and the issuance of the Note.

Section 6.2 Extent of Covenants of Authority; No Personal Liability.

(a) Notwithstanding any provision of the Indenture, this Loan Agreement or the Bonds to the contrary:

(1) The Bonds are special, limited obligations of the Authority, payable solely from and secured by the revenues pledged for the payment thereof pursuant to the Indenture and this Loan Agreement. The Bonds are not and never shall become general obligations of the Authority.

(2) None of the Authority, the State, or any of its political subdivisions shall be directly, indirectly, contingently or morally obligated to use any other moneys or assets to pay all or any portion of the debt service due on the Bonds, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

(3) The State shall not in any event be liable for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken or made by the Authority or the Borrower. The Authority shall not in any event be liable for the performance of any pledge, obligation or agreement of any kind whatsoever undertaken or made by the Borrower.

(4) The Bonds are not a pledge of the faith and credit of the Authority, the State or any of its political subdivisions nor do they constitute indebtedness within the meaning of any constitutional or statutory debt limitation. None of the Bonds, this Loan Agreement, or any of the agreements or obligations of the Authority or the Borrower shall be construed to (i) constitute an indebtedness or obligation, general, moral or otherwise, of the State or the Authority within the meaning of any constitutional or statutory provisions or (ii) give rise to any pecuniary liability on, or be a charge against, the general credit or taxing powers of the State or the Authority. The Authority has no taxing power.

(5) The Authority shall not be liable for payment of the principal of, premium, if any, or interest on the Bonds or any other costs, expenses, losses, damages, claims or actions of any conceivable kind on any conceivable theory, under or by reason of or in connection with the

Indenture, the Bonds or any other documents, except only to the extent amounts are received for Bond payments or loan payments from the Borrower under the Indenture or this Loan Agreement.

(6) It is hereby understood and agreed that all of the representations and warranties of the Authority contained in the Indenture and this Loan Agreement are subject to the limitations set forth in this Section 6.2 and are not intended to and do not create a general obligation of the Authority.

(b) Notwithstanding any provision of the Indenture, this Loan Agreement or the Bonds to the contrary, the Authority shall be entitled to refrain from taking any action otherwise required of it under the Indenture, the Tax Certificate and Agreement or this Loan Agreement unless and until the Borrower shall have caused adequate provision for the payment of any and all reasonable costs and expenses, outlays, and Counsel fees and other disbursements, and against all liability, to be provided for the account of the Authority in advance of taking such action. Notwithstanding any provision of the Indenture, this Loan Agreement or the Bonds to the contrary, the Authority may consult with independent Counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such Counsel.

(c) Notwithstanding any provision of the Indenture, this Loan Agreement or the Bonds to the contrary:

(1) No Person executing the Indenture, the Bonds, this Loan Agreement, any certificate, statement, request, requisition or order of the Authority, or any other agreement or instrument of the Authority (each, an "Authority Document"), is liable personally on or with respect to such Authority Document or otherwise subject to any personal liability or accountability by reason thereof.

(2) No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or any certification, obligation, covenant or agreement in any Authority Document against any past, present or future member, officer, agent, attorney, employee, director, trustee or other official of the Authority or any incorporator, member, officer, agent, attorney, employee, director, trustee, other official or independent contractor of any successor corporation of the Authority or any person executing the Bonds or any other Authority Document.

(3) No covenant, stipulation, promise, certification, agreement or obligation contained in the Bonds, the Indenture, this Loan Agreement or any other Authority Document executed in connection therewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future member, director, trustee, officer, agent, attorney, employee or other official of the Authority in his or her individual capacity, and neither any official of the Authority, nor any officers executing the Bonds, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds unless such claim is based upon the willful dishonesty of or intentional violation of law by such Person.

(d) By their purchase of each Bond, each Bondholder shall be deemed to have acknowledged and agreed to the provisions of this Section 6.2 and that the Authority has no taxing power.

(End of Article VI)

ARTICLE VII

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 7.1 Supplements and Amendments to this Loan Agreement. The Borrower and the Authority may, with the consent of the Trustee, from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof, subject to the requirements of the Indenture in regard thereto.

(End of Article VII)

ARTICLE VIII

PREPAYMENT OF NOTE; DEFEASANCE

Section 8.1 Option to Prepay Note. The Borrower shall have the option to prepay the Note, in whole or in part, upon the same terms and dates as the Bonds are subject to optional redemption. In such case, the Authority shall cause the Trustee to redeem the Bonds as provided in Section 5.01(a) of the Indenture.

Section 8.2 Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the principal of, premium, if any, and interest on the Note and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this Loan Agreement, and the covenants of the Borrower contained herein (except as provided otherwise in Section 3.11 hereof) shall be discharged, and the Trustee in such case, on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or instruments acknowledging the satisfaction and termination of this Loan Agreement, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money (other than amounts held to pay principal of, premium, if any, and interest on the Bonds and for the payment of any fees and expenses of the Trustee, including pursuant to any indemnification) then held by the Trustee together with the Note marked paid or cancelled.

(End of Article VIII)

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the parties hereto, their successors and assigns, the Trustee and the holders of the Note, any right, remedy or claim under or by reason of this Loan Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements contained in this Loan Agreement are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee and the holders of the Note.

Section 9.2 Severability. In case any one or more of the provisions contained in this Loan Agreement or the Note shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3 Limitation on Interest. No provisions of this Loan Agreement or the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is provided for herein or in the Note or shall be adjudicated to be so provided for herein or in the Note, neither the Borrower nor its successors or assigns shall be obligated to pay such interest in excess of the amount permitted by law, and the right to demand the payment of any such excess shall be and hereby is waived, and this provision shall control any provisions of this Loan Agreement and the Note inconsistent with this provision.

Section 9.4 Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when (i) mailed by registered or certified mail, postage prepaid or by electronic mail, (ii) delivered in person, or (iii) sent by overnight courier service (except as otherwise provided in this Loan Agreement), in each case with proper address as indicated below. The Authority, the Borrower and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Authority: Portage County Port Authority
217 S. Chestnut Street
Ravenna, Ohio 44266
Attention: Secretary-Treasurer
Email: dfierle@portagedevbd.org

with a copy to Roetzel & Andress
222 South Main Street, 4th Floor
Akron, Ohio 44308
Attention: Justin P. Markey, Esq.
Email: jmarkey@ralaw.com

To the Borrower: Bio-Med Science Academy STEM School
4209 OH-44
Rootstown, OH 44272
Attention: Superintendent

with a copy to Bricker Graydon LLP
100 S. Third Street
Columbus, Ohio 43215
Attention: Julia E. Konieczny, Esq.
Email: JKonieczny@bricker.com

To the Trustee: Argent Institutional Trust Company
8040 Hosbrook Suite 430
Cincinnati, Ohio 45236
Attention: Cheri Scott-Geraci, Director
Email: cscott-geraci@argentfinancial.com

A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the Borrower shall also be given to the Trustee.

Section 9.5 Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included, and all the covenants, promises and agreements contained in this Loan Agreement by or on behalf of the Borrower, or by or on behalf of the Authority, shall bind and inure to the benefit of the respective successors and assigns, whether expressed or not.

Section 9.6 Counterparts. This Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof, and all counterparts collectively are to be deemed but one instrument.

Section 9.7 Electronic Signature. Each of the parties hereto agrees that the transaction consisting of this agreement may be conducted by electronic means. Each party agrees, and acknowledges that it is such party's intent, that if such party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this agreement in a usable format. Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the parties choose to use electronic signatures to sign documents delivered to the Trustee, such parties agree to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 9.8 Governing Law. It is the intention of the parties hereto that this Loan Agreement and the rights and obligations of the parties hereunder and on the Note shall be governed by, construed and enforced in accordance with, the laws of the State.

Section 9.9 General Limitations. This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority, the Borrower and their respective successors and assigns, subject to the limitations that: (a) notwithstanding any other terms or provisions of this Loan Agreement and the Bonds, any obligation of the Authority created or arising out of this Loan Agreement and the Bonds shall be a special and limited obligation of the Authority, payable solely out of the Collateral, and shall not constitute a pledge of the faith and credit of the Authority or the State or any political subdivision thereof within the meaning of any constitutional or statutory provision; and (b) any obligation of the Borrower arising out of this Loan Agreement or the Note shall not constitute a pledge of the faith and credit of the Authority or the State or any political subdivision thereof or an indebtedness or charge against the general credit or taxing powers of the Authority or the State or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the Authority nor the Borrower has any taxing power. None of the Authority, the Trustee or any other Person has any right to have the Authority or the State or any political subdivision thereof levy any taxes or appropriate any funds for the payment of the obligations of the Authority under this Loan Agreement or the Bonds or the obligations of the Borrower under this Loan Agreement or the Note.

Section 9.10 No Warranty of Condition or Suitability by the Authority. THE BORROWER RECOGNIZES THAT THE AUTHORITY HAS NOT MADE AN INSPECTION OF THE PROJECT OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, CONDITION, WORKMANSHIP OR FITNESS, SUITABILITY OR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF. THE BORROWER FURTHER RECOGNIZES THAT THE AUTHORITY HAS NO TITLE OR INTEREST TO ANY PART OF THE PROJECT AND THAT THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND AS TO THE BORROWER'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE AUTHORITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE AUTHORITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

Section 9.11 Limitation of Liability. No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any member, director, officer,

employee or agent of Authority in his or her individual capacity, and neither the members of the Authority nor any officer thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No member, director, officer, employee or agent of Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to the Indenture or this Loan Agreement.

(a) NOTWITHSTANDING ANYTHING IN THIS LOAN AGREEMENT TO THE CONTRARY, IN NO EVENT WILL THE AUTHORITY BE LIABLE TO THE BORROWER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, BUSINESS, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Section 9.12 No Pecuniary Liability of the Authority or the State. Notwithstanding other terms or provisions hereof, no provision, covenant, or agreement contained in this Loan Agreement, or any obligation herein imposed upon the Authority, or the breach thereof, shall constitute an indebtedness or liability of the State or any political subdivision of the State or any public corporation or governmental agency existing under the laws thereof, including, without limitation, the Authority, within the meaning of any State constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the State or any political subdivision of the State or any public corporation or governmental agency existing under the laws thereof, including, without limitation, the Authority, or a charge against its general credit or taxing power (if any). The covenants, agreements, obligations and liabilities of the Authority set forth in this Loan Agreement are payable solely from the Trust Estate.

(End of Article IX)

IN WITNESS WHEREOF, the Borrower and the Authority have caused this Loan Agreement to be executed and attested by their duly authorized officers, all as of the date first above written.

BIO-MED SCIENCE ACADEMY STEM
SCHOOL,
an Ohio nonprofit corporation

By: _____
Name: Stephanie Lammlein
Title: Head Administrator

PORTAGE COUNTY PORT AUTHORITY

By: _____
John Ryan, Chairman

CERTIFICATE

The undersigned, Fiscal Officer of the Authority, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2026 under the Loan Agreement have been lawfully appropriated by the Legislative Authority of the Authority for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
Portage County Port Authority

Dated as of: _____, 2026

EXHIBIT A

FORM OF REQUISITION CERTIFICATE

PORTAGE COUNTY PORT AUTHORITY
REVENUE BONDS (BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT), SERIES
2026

TO:

FROM:

SUBJECT:

ACCOUNT:

DATE:

This represents Requisition Certificate (constituting a Written Request under the Loan Agreement) No. _____ in the total amount of \$_____ for payment of those costs of the Project detailed in the Schedule attached. Wire instructions for payment to the payee(s) are as provided in the Schedule attached.

The undersigned certifies that:

(1) such obligation is a permitted Cost of the Project, is a proper charge against the Construction Account of the Project Fund created under the Indenture and none of the items for which the payment is proposed to be made has formed the basis for any payment heretofore made from the Construction Account;

(2) each item for which the payment is proposed to be made is or was appropriate in connection with the Project;

(3) the expenditure of such disbursements, when added to all disbursements under previous requisitions, will result in 95% or more of the total of such disbursements having been used for payments of amounts paid or incurred by the Borrower for land or property of a character subject to allowance for depreciation under the Code and will be or may be charged to the capital account of the Project for federal income tax purposes;

(4) there has not been recorded or filed with or served upon the Borrower, notice of any lien, right to Lien or attachment upon or claim affecting the right to receive payment of, any of the moneys payable to any of the Persons named in this requisition, which has not been released or will not be released simultaneously with the payment of such obligation;

(5) this requisition contains no item representing payment on account of any portion of such obligation which is, as of the date of this requisition, required to be retained under any retained percentage agreement;

(6) insofar as such obligation was incurred for labor, services, material, supplies or equipment, (a) such labor and services were actually performed in a satisfactory manner in connection with the Project and (b) such materials, supplies and equipment were actually used in connection with the Project or were delivered to the Project (and remain at the Project) for that purpose;

(7) all sums previously disbursed by the Trustee have been used solely for the purposes permitted by the Loan Agreement and the specific disbursement which is the subject of this requisition will be so used;

(8) there exists no Event of Default under the Loan Agreement, or any circumstance which, with the passage of time or the giving of notice, would become an Event of Default under the Loan Agreement;

(9) the representations of the Borrower contained in the Loan Agreement and the Tax Certificate and Agreement remain true and accurate as of the date hereof;

(10) the estimated completion date for the Project is now _____;

(11) any portion hereof which is a requisition for retained amounts under a construction contract calling for retainage (as described in Section 2.4(c) of the Loan Agreement) is specifically identified in attachments hereto;

(12) the payment requested is for a legally permissible purpose in accordance with the Port Act, as amended, and the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto, and for no other purpose;

(13) it has acquired all necessary permits and licenses necessary for such construction of the Project Facilities, as evidenced by the attachments hereto and

(14) with respect to this disbursement, the Borrower (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, (ii) agrees to indemnify and hold harmless the Trustee, from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement requested hereunder, and (iii) agrees it will not seek recourse from the Trustee, as a result of losses incurred by it for making the disbursement in accordance with their instructions herein.

[Signatures follow]

Terms capitalized herein have the meanings specified in the Indenture and Loan Agreement, both dated as of _____ 1, 2026, related to the above described Project.

BIO-MED SCIENCE ACADEMY STEM
SCHOOL,
an Ohio nonprofit corporation

By: _____
Authorized Borrower Representative

EXHIBIT B

FORM OF COMPLETION CERTIFICATE

PORTAGE COUNTY PORT AUTHORITY
REVENUE BONDS (BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT), SERIES
2026

TO:

FROM:

PROJECT:

DATE:

The undersigned certifies that (check one):

☐ The final cost of the Project is \$_____;

(1) The Project has been substantially completed in accordance with the plans and specifications therefor and all labor, services, materials and supplies used in such Project have been paid for; and

(2) All other facilities necessary in connection with the Project have been acquired, constructed, expanded, renovated and equipped in accordance with the plans and specifications therefor and all costs and expenses incurred in connection therewith have been paid.

OR

☐ All moneys in the Construction Account of the Project Fund available for expenditure on the Project have been requisitioned and no moneys remain in such Account.

This Certificate is given without prejudice to any rights against any third parties which exist as of even date herewith or which may subsequently come into being.

BIO-MED SCIENCE ACADEMY STEM
SCHOOL,
an Ohio nonprofit corporation

By: _____
Authorized Borrower Representative

EXHIBIT C

DESCRIPTION OF PROJECT

The Project consists of: (i) financing the construction, renovation, acquisition, and equipping of K-6 Stem school facility for the Borrower, which is housed on the campus of Kent State University and located at 800 E. Summit Street, Kent, Ohio (the “Project Facilities”), which constitute “port authority facilities,” as defined in Ohio Revised Code Section 4582.21; (ii) paying capitalized interest on the Bonds; (iii) funding a debt service reserve fund for the Bonds; and (iv) paying costs of issuance of the Series 2026 Bonds.

EXHIBIT D

FORMS OF SERIES 2026 NOTE

SERIES 2026 PROMISSORY NOTE
(BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT)

\$[_____] _____, 2026

FOR VALUE RECEIVED, the undersigned, **BIO-MED SCIENCE ACADEMY STEM SCHOOL**, an Ohio nonprofit corporation (the “Borrower”), hereby promises to pay to the order of the **PORTAGE COUNTY PORT AUTHORITY**, a port authority and political subdivision organized and existing under the laws of the State of Ohio (the “Authority”), the principal sum of [PAR IN WORDS] THOUSAND DOLLARS (\$[_____]), together with interest thereon, in installments, on the dates and in the amounts set forth below. The Borrower further agrees to pay as the premium hereon the amount of the premium due, if any, upon any prepayment hereof in accordance with the Loan Agreement.

This Promissory Note has been issued to evidence a loan made by the Authority to the Borrower in accordance with that certain Loan Agreement, dated as of ____ 1, 2026 (the “Loan Agreement”), between the Borrower and the Authority. Pursuant to the Loan Agreement, the Authority has loaned the Borrower the proceeds of the Authority’s \$[_____] aggregate principal amount of Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026 (the “Bonds”). The Bonds are issued by the Authority pursuant to and in accordance with a Trust Indenture, dated as of ____ 1, 2026 (the “Indenture”), between the Authority and Argent Institutional Trust Company, as trustee (the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and the Indenture.

Interest on this Promissory Note shall be due commencing on ____ 15, 202____, and on the 15th calendar day of each month thereafter, an amount equal to at least one-sixth (1/6) of the interest on all then outstanding Bonds payable on the next succeeding Interest Payment Date.

Principal on this Promissory Note shall be due commencing on each December 15, commencing on ____ 15, 202____, and on the 15th calendar day of each month thereafter, an amount equal to at least one-twelfth of the principal on all then outstanding Bonds payable on the then next succeeding Principal Payment Date for the Bonds, plus any amount due under this paragraph but not previously deposited; provided, however, that the Borrower shall be entitled to a credit against such amounts owed equal to the amounts then on deposit in the Debt Service Fund and available for payment of such principal and interest.

Payments of both principal and interest are to be irrevocably assigned by the Authority to the Trustee pursuant to the Indenture. Such assignment is to be made as security for the payment of the Bonds of the Authority to the extent provided in the Indenture. All of the terms, conditions and provisions of the Indenture are, by this reference thereto, incorporated herein as part of this Promissory Note.

Payments hereon are to be made in immediately available funds at the designated trust office of the Trustee or at such other place as the Trustee may direct in writing, in accordance with the terms hereof and of the Indenture.

This Promissory Note is issued pursuant to the Loan Agreement and is entitled to the benefits and is subject to the conditions thereof. All the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Promissory Note, and shall control in the interpretation and enforcement of this Promissory Note.

In addition to the foregoing, the Borrower hereby promises to pay to the full extent required by the Indenture and the Loan Agreement, all amounts required to be paid by it thereunder, including without limitation: (i) any amounts payable pursuant to Section 3.20(c) of the Loan Agreement; (ii) all other payments and additional charges payable by the Borrower as set forth in the Loan Agreement; and (iii) all costs and expenses of collection incurred in connection with any default by the Borrower hereunder and all other payments required to be made by the Borrower pursuant to the Indenture and the Loan Agreement.

In the event the Borrower fails to make any of the payments required in this Promissory Note, such payment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon (to the extent legally enforceable) until paid.

The principal of this Promissory Note is subject to optional and mandatory prepayment by the Borrower from time to time as set forth in the Loan Agreement.

The Borrower shall have the option to prepay the unpaid balance hereof in whole or in part only as provided in and in accordance with the provisions of the Loan Agreement and the Indenture.

In the event a Scheduled Monthly Payment Date under this Promissory Note is not a business day, such installment shall be due on the next succeeding business day.

The Borrower agrees that if, and as often as, this Promissory Note is placed in the hands of any attorney for collection or to defend or enforce any of the Authority's and/or the Trustee's rights hereunder, the Borrower will pay to the Authority and the Trustee its reasonable attorney's fees, together with all court costs and other expenses actually paid or incurred by the Authority and/or the Trustee.

The Borrower and all other persons who may become liable for all or part of this obligation severally waive presentation for payment, demand, notice of nonpayment and protest, all pleas of division and discussion and consent to any extension of time (whether one or more) or renewal hereof. Any such extension or renewal may be made without notice and without discharging liability hereunder.

Upon default in any of the terms or conditions of this Promissory Note or upon the occurrence and continuation of an "Event of Default" under the Loan Agreement, the entire indebtedness hereby evidenced may become due and payable then and thereafter as the holder may elect, regardless of the date of maturity hereof, but subject to the provisions of the Loan

Agreement. Prior to the exercise of such option, the Trustee shall give written notice to the Borrower.

During the existence of any such Event of Default, the Trustee may apply any payments received on any amount due hereunder or under the terms of the Loan Agreement or the Indenture pursuant to and in accordance with the Loan Agreement and the Indenture.

The obligations of the Borrower to make payments hereunder, under the Indenture and the Loan Agreement and to perform and observe all agreements on its part contained herein and therein shall be absolute and unconditional. Until this Promissory Note is terminated and paid in full and all amounts due or to become due under the Loan Agreement are paid in full and the Loan Agreement is terminated, the Borrower (i) will not suspend or discontinue any payments under the Loan Agreement or neglect to perform any of its duties required thereunder or hereunder; (ii) will perform and observe all of its obligations set forth in the Loan Agreement and this Promissory Note; and (iii) except as provided in the Loan Agreement, will not terminate the Loan Agreement or this Promissory Note for any cause.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or arising under the Loan Agreement or this Promissory Note or upon any obligation, covenant or agreement herein against any past, present or future officer, director, trustee, member, employee or agent of the Borrower, whether directly or indirectly and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Bonds.

The records of the Trustee shall be *prima facie* evidence of the amount owing on this Promissory Note.

This Promissory Note is to be construed according to the laws of the State of Ohio without regard to any conflicts of law provisions contained therein.

[Signature Page Follows]

Dated the day and year first written above.

**BIO-MED SCIENCE ACADEMY STEM
SCHOOL,**
as Borrower

By: _____
Name: Stephanie Lammlein
Title: Head Administrator

*[Signature Page to Series 2026 Promissory Note
related to the
Portage County Port Authority
Revenue Bonds (Bio-Med Science Academy STEM School Project),
Series 2026]*

PAY TO THE ORDER OF ARGENT INSTITUTIONAL TRUST COMPANY, AS TRUSTEE,
WITHOUT RECOURSE AGAINST PORTAGE COUNTY PORT AUTHORITY, BUT WITH
RECOURSE AGAINST BIO-MED SCIENCE ACADEMY STEM SCHOOL

PORTAGE COUNTY PORT AUTHORITY, as
Issuer

By: _____
John Ryan, Chairman

*[Signature Page to Endorsement of the Series 2026 Promissory Note
related to the
Portage County Port Authority
Revenue Bonds (Bio-Med Science Academy STEM School Project),
Series 2026]*

EXHIBIT E

FORM OF DAYS CASH ON HAND CERTIFICATE

Date: _____

BORROWER CERTIFICATE

TO: ARGENT INSTITUTIONAL TRUST COMPANY, as Trustee (the “Trustee”) under the Trust Indenture dated as of _____ 1, 2026, between the Authority (as defined below) and the Trustee

STIFEL, NICOLAUS & COMPANY, INC., as underwriter for the Series 2026 Bonds (as defined below) (the “Underwriter”)

PORTAGE COUNTY PORT AUTHORITY, as issuer of the Series 2026 Bonds (the “Authority”)

RE: \$[_____] Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026; and

The undersigned Authorized Representative of the Borrower hereby certifies that the Days Cash on Hand for the period ending June 30, 20__ was _____.

**BIO-MED SCIENCE ACADEMY STEM
SCHOOL**

By: _____
Authorized Representative

EXHIBIT F

FORM OF COVERAGE RATIO CERTIFICATE

Date: _____

BORROWER CERTIFICATE

TO: ARGENT INSTITUTIONAL TRUST COMPANY, as Trustee (the “Trustee”) under the Trust Indenture dated as of _____ 1, 2026, between the Authority (as defined below) and the Trustee

STIFEL, NICOLAUS & COMPANY, INC., as underwriter for the Series 2026 Bonds (as defined below) (the “Underwriter”)

PORTAGE COUNTY PORT AUTHORITY, as issuer of the Series 2026 Bonds (the “Authority”)

RE: \$[_____] Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026; and

The undersigned Authorized Representative of the Borrower hereby certifies that the Coverage Ratio for the period ending [DATE] was _____.

**BIO-MED SCIENCE ACADEMY STEM
SCHOOL**

By: _____
Authorized Representative

EXHIBIT G
NOTICE OF SELECTION OF MANAGEMENT CONSULTANT
TO THE HOLDERS OF
PORTAGE COUNTY PORT AUTHORITY
REVENUE BONDS
(BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT), SERIES 2026

NOTICE IS HEREBY GIVEN, pursuant to the Trust Indenture, dated as of ____ 1, 2026 (the “Indenture”), and the Loan Agreement, dated as of ____ 1, 2026, in connection with the above referenced bonds (collectively, the “Bonds”), that a Management Consultant has been selected in accordance with the Loan Agreement. Each Beneficial Owner is deemed to have consented to the selection of the below described Management Consultant unless such Beneficial Owner provides a written objection (“Objection Notice”) in substantially the form attached to the Loan Agreement as Exhibit H to the Trustee within thirty (30) days of the date of this Notice.

Management Consultant: [_____]

Reason for Management Consultant: [_____]

Description of Management Consultant: [_____]

Dated: _____, 20__

ARGENT INSTITUTIONAL TRUST COMPANY,
as Trustee

EXHIBIT H
FORM OF NOTICE OF OBJECTION
OF THE HOLDER OF
PORTAGE COUNTY PORT AUTHORITY
REVENUE BONDS
(BIO-MED SCIENCE ACADEMY STEM SCHOOL PROJECT), SERIES 2026

Argent Institutional Trust Company, as Trustee
Cincinnati, Ohio

The undersigned (“Beneficial Owner”) hereby certifies that s/he is the owner of an aggregate principal amount of \$_____ of the above-captioned bonds (the “Bonds”) and that (i) s/he has reviewed the Notice Of Selection Of Management Consultant To The Holder Of The Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026 (the “Management Consultant Notice”) dated as of _____, 20__ and posted to EMMA on _____, 20__ and (ii) s/he hereby objects to the selection of the Management Consultant set forth in the Management Consultant Notice pursuant to the Loan Agreement dated as of _____ 1, 2026 and the Trust Indenture dated as of _____ 1, 2026.

The Beneficial Owner acknowledges that for this Notice of Objection to be valid, it must be received by the Trustee at the above address within thirty (30) days of the posting of the Management Consultant Notice to EMMA.

Name of Beneficial Owner

By: _____

Name: _____

Title: _____

Date: _____

Bonds Beneficially Owned: \$ _____

CUSIP: _____

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APPENDIX F
FORM OF LEASEHOLD MORTGAGE

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**OPEN-END MORTGAGE (LEASEHOLD), SECURITY AGREEMENT,
AND ASSIGNMENT OF RENTS AND LEASES**

THIS OPEN-END MORTGAGE (LEASEHOLD), SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS AND LEASES (the “Mortgage”), dated as of ____ 1, 2026, executed and delivered by the **BIO-MED SCIENCE ACADEMY STEM SCHOOL**, an Ohio nonprofit corporation, (the “Borrower”), to **ARGENT INSTITUTIONAL TRUST COMPANY**, a Florida-based trust company authorized to exercise trust powers under the laws of the State of Ohio, in its capacity as trustee under the Indenture (as defined herein) (the “Trustee”), under the following circumstances (words and terms capitalized in the recitals and not therein defined are used with the meanings ascribed to them in Article I):

RECITALS

A. Pursuant to a Lease Agreement between Kent State University (“Kent State”), as ground lessor, and the Borrower, as ground lessee, dated _____, 2026 (the “Ground Lease”), the Borrower holds a ground lease interest in certain real property located on the campus of Kent State within the City of Kent, Portage County, Ohio, as depicted on **Exhibit A** attached hereto (the “Project Site”) and certain buildings, related infrastructure, and related outdoor site improvements together with appurtenances thereto located at the Project Site (the “Project” and together with the Project Site, the “Leased Premises”).

B. The Portage County Port Authority (the “Authority”) has stated its intent to issue \$_____ aggregate principal amount of its Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026 (the “Bonds”);

C. The Bonds are to be secured pursuant to a Trust Indenture dated as of ____ 1, 2026, between the Authority and the Trustee (as the same may be supplemented or amended from time to time, the “Indenture”);

D. The Note (as defined herein) will be issued in order to secure the loan from the Authority of the proceeds of the Bonds to the Borrower made pursuant to the Loan Agreement dated as of ____ 1, 2026 between the Borrower and the Authority (the “Loan Agreement”).

E. The Authority will pledge the payments due under the Loan Agreement and the Note to the Trustee pursuant to the Indenture, which in turn will secure the Bonds.

F. The Borrower wishes to mortgage to the Trustee the Real Estate described herein as further security for the Bonds, after the Mortgage is delivered to the County Recorder of Portage County for record pursuant to the provisions of Ohio Revised Code Section 5301.232.

E. In addition to any other debt or obligation which this Mortgage may secure, this Mortgage as amended and restated shall secure unpaid balances of further advances made with respect to the Mortgaged Property, as defined and established in the Granting Clauses of this Mortgage, for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the Mortgaged Property.

F. This Mortgage shall also be effective as a fixture filing pursuant to Ohio Revised Code Section 1309.502.

GRANTING CLAUSES

NOW, THEREFORE, subject to the Ground Lease and Permitted Encumbrances, to (a) secure the timely payment of the principal of, premium, if any, and interest and other amounts due under the Loan Agreement and the Note and, thereby, secure the Bonds, (b) secure the payment of all other amounts which may become due under the Indenture or this Mortgage, (c) secure the performance by the Borrower of all the covenants, conditions, stipulations and agreements contained in the Indenture and this Mortgage, (d) secure the repayment of any amounts which may be advanced by the Trustee pursuant to the Indenture or this Mortgage, and (e) charge the properties, interests and rights described in this Mortgage with that payment, performance and observance the Borrower, for valuable consideration the receipt and sufficiency of which is acknowledged, mortgages, grants, assigns remises, releases, warrants and conveys to the Trustee, its successor and assigns forever, and grants a security interest to the Trustee, its successors and assigns forever, all of its right, title and interest in the following property arising under the Ground Lease or otherwise (hereinafter called the "Mortgaged Property"):

(a) The Borrower's leasehold interest in the real property described in **Exhibit A** attached hereto, together with all other real properties now or hereafter acquired by the Borrower which may be made subject to the lien of this Mortgage by supplemental mortgage or otherwise and all buildings, structures, additions and improvements, now or hereafter located on such real property (the "Real Property");

(b) Borrower's interest in all facilities, fixtures, fittings, apparatus and installations, now or hereafter located in, upon or under the Real Property, together with all replacement, additions and renewals thereof (such of the Mortgaged Property referred to in this paragraph (b) being hereinafter called the "Facilities"); and

(c) Any rentals, payments, repayments, income, profits, charges and moneys derived by the Borrower from the lease, sublease, sale, rental or other disposition of the Real Property and Facilities and the proceeds from any insurance or condemnation award pertaining thereto (the foregoing provisions of this paragraph (c) shall constitute an absolute and present assignment of such property and other benefits derived from the Real Property and Facilities subject however to the conditional permission given to the Borrower to collect and use such rentals, revenues and other benefits that are hereinabove provided, and the existence or exercise of such right of the Borrower shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by the Borrower).

TO HAVE AND TO HOLD the Mortgaged Property unto the Trustee, its successors and assigns, forever;

AND, IT IS HEREBY COVENANTED by the parties hereto that this Mortgage is given and the Mortgaged Property is to be held in the manner and to the extent and applied subject to the further terms herein set forth as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Use of Terms, References and Captions. In addition to the words and terms elsewhere defined in this Mortgage or by reference to the Financing Documents the words and terms set forth in Section 1.2 hereof shall have the meanings therein set forth unless the context or use indicates another or different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined:

Section 1.2 Definitions. As used herein:

“Borrower” has the meaning assigned to it in the recitals.

“Engineer” means an individual or firm qualified to practice the profession of engineering or architecture under the laws of the State selected by the Borrower and acceptable to the Trustee.

“Event of Default” means any of the events described as an event of default in Section 6.2 hereof.

“Financing Documents” means the Loan Agreement, the Indenture, and the Note.

“Financing Statements” mean Uniform Commercial Code financing statements, any continuation statements with respect to such financing statements and any instruments of similar character relating to the Mortgaged Property.

“Ground Lease” has the meaning assigned to it in the recitals.

“Indenture” has the meaning assigned to it in the recitals.

“Independent Counsel” means an attorney, acceptable to the Trustee, duly admitted to practice law before the highest court of the State and who is not a salaried employee of the Borrower or the Trustee.

“Interest Rate for Advances” means a rate per annum which is equal to the Default Rate under the Loan Agreement.

“Loan Agreement” has the meaning assigned to it in the recitals.

“Net Proceeds”, when used with respect to any insurance proceeds or condemnation award, means the gross proceeds thereof less the payment of all expenses, including attorneys’ fees, incurred in connection with the collection of such gross proceeds.

“Note” has the meaning assigned to it in the recitals.

“Permitted Encumbrances” means the exceptions to title and other restrictions, easements, reservations, liens, encumbrances and security interests set forth in **Exhibit B** hereto or otherwise permitted in the Financing Documents.

“Record” or **“Recording”** or **“Recorded”** means any recording, filing, registration or re-recording, refiling or re-registration in the office of the Recorder of the appropriate County or the Secretary of State of this State or any other place now or hereafter designated as the proper place to record, register, file, re-record, re-register or refile mortgages, supplemental mortgages, other instruments supplemental to mortgages, Financing Statements or instruments of similar character relating to liens, mortgages or security interests in real and personal property.

“State” means the State of Ohio.

ARTICLE II

PRESERVATION OF SECURITY

Section 2.1 Representations and Warranties. The Borrower represents and warrants that (a) the execution, delivery and performance of this Mortgage are not in contravention of law or any agreement, indenture or undertaking to which the Borrower is a party or by which it or its property is bound, (b) the Borrower has a good and marketable leasehold interest in the Mortgaged Property, subject only to Permitted Encumbrances, and (c) the Borrower, at its expense, will warrant and defend to the Trustee such title to the Mortgaged Property and the lien and interest of the Trustee therein and thereon against all lawful claims and demands whatsoever and will maintain the priority of the lien of this Mortgage upon the Mortgaged Property until the Borrower shall be entitled to defeasance as provided herein. It is intended that if the Borrower acquires the fee interest in the Real Property after the recording of this Mortgage, that this Mortgage attach to such after-acquired interest.

Section 2.2 Recordation. The Borrower, at its expense, will cause this Mortgage, any mortgages or other instruments supplemental hereto and the Financing Statements to be Recorded in such places, and will pay all such Recording taxes, fees and other charges, and will comply with all such statutes and regulations, as may be required by law in order to establish, preserve and protect (a) the lien of this Mortgage as a valid, direct first mortgage lien on all real property, fixtures and interests therein included in the Mortgaged Property and a valid, perfected first security interest on all personal property, fixtures and interests therein included in the Mortgaged Property (including in each such case, without limitation, any such properties acquired after the execution hereof) subject only to Permitted Encumbrances, and (b) the rights of the Trustee hereunder.

Section 2.3 After-Acquired Property. All property of every kind acquired by the Borrower after the date hereof, which by the terms of the Granting Clauses hereof is required or intended to be subject to the lien of this Mortgage, shall immediately upon the acquisition thereof by the Borrower, and without further mortgage, conveyance or assignment, become subject to the lien of this Mortgage as fully as though now owned by the Borrower and specifically described herein. Nevertheless, the Borrower shall take such actions and execute and deliver such additional instruments as the Trustee shall reasonably require for further evidence or confirmation of the subjection to the lien of this Mortgage of any such property.

Section 2.4 Liens and Encumbrances. The Borrower will not directly or indirectly create or permit to be created or to remain, and will promptly discharge, any mortgage, lien, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to the Mortgaged Property or any part thereof or the interest of the Borrower or the Trustee herein other than Permitted Encumbrances.

Section 2.5 Security Agreement. This Mortgage constitutes a security agreement as to all or any part of the Mortgaged Property which is of a nature that a security interest therein can be perfected under Chapters 1301 to 1309, inclusive, of the Ohio Revised Code. This Mortgage also constitutes a Financing Statement with respect to any and all property included in the Mortgaged Property which is or may become fixtures.

Section 2.6 Ground Lease in Full Force and Effect. Borrower represents and warrants that it is the tenant under the Ground Lease, and that the Ground Lease is a valid and subsisting lease of the Mortgaged Property for the terms set forth therein and is in full force and effect in accordance with the terms thereof.

ARTICLE III

GROUND LEASE PAYMENTS, TAXES, MECHANIC'S LIENS AND INSURANCE

Section 3.1 Ground Lease Payments, Taxes, Other Governmental Charges and Utility Charges. The Borrower shall pay or cause to be paid, as the same respectively become due, all payments due under the Ground Lease, and all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Mortgaged Property (including, without limitation, any taxes levied upon or with respect to the revenues, income or profits of the Borrower from the Mortgaged Property) which, if not paid, may become or be made a lien on the Mortgaged Property or a charge on such revenues, income and profits therefrom, and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Mortgaged Property.

The Borrower may, at its expense, in good faith contest any such Ground Lease payments, taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the Borrower that, in the opinion of Independent Counsel, by nonpayment of any such items the lien of the Mortgage as to any part of the Mortgaged Property will be materially affected or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event such Ground Lease payments, taxes, assessments or charges shall be paid promptly by the Borrower.

Section 3.2 Mechanics' and Other Liens. Except for Permitted Encumbrances, the Borrower shall not permit any mechanic's or other liens to be filed or exist against the Mortgaged Property by reason of work, labor, services or materials supplied or claimed to have been supplied to, for or in connection with the Mortgaged Property or to the Borrower or anyone holding the Mortgaged Property or any part thereof through or under the Borrower. Notwithstanding the foregoing, if any such liens shall at any time be filed, the Borrower shall, within thirty (30) days after notice of the filing thereof but subject to the right to contest hereinafter set forth, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

Notwithstanding the foregoing, the Borrower shall have the right, but at its own cost and expense and after prior written notice to the Trustee, to contest the validity or the amount of any such lien by appropriate proceedings timely instituted, unless the Trustee shall notify the Borrower that, in the opinion of Independent Counsel, by nonpayment of any such items the lien of the Mortgage as to any part of the Mortgaged Property will be materially affected or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event the Borrower shall promptly cause such lien to be discharged as aforesaid.

Section 3.3 Insurance. The Borrower shall provide the insurance required under the Loan Agreement.

Section 3.4 Payment by Trustee. If the Borrower fails to (a) pay Ground Lease rent, taxes, assessments and other governmental or utility charges as required by Section 3.1 hereof, (b) pay or discharge mechanic's or other liens as required by Section 3.2 hereof, or (c) maintain and keep in force the insurance required by Section 3.3 hereof, the Trustee may (but shall not be obligated to) advance funds to pay any such required charges or items after 10 days prior written notice to the Borrower. Any funds so advanced shall be payable on demand, shall bear interest from the date of advancement at the Interest Rate for Advances and shall constitute part of the indebtedness secured by this Mortgage.

Section 3.5 Actions Under Section 1311.14 of R.C. The Borrower hereby authorizes and empowers the Trustee, at its option, to do all things authorized or required to be done by the Trustee, as a mortgagee, under Section 1311.14 of the Ohio Revised Code, under any amendments or supplements thereto or under any other present or future law of the State relating to the creation or attachment of mechanics, materialmen or other similar liens.

ARTICLE IV

MAINTENANCE AND USE OF MORTGAGED PROPERTY

Section 4.1 Compliance with Legal Requirements; Compliance with the Ground Lease. The Borrower, at its expense, will promptly comply or cause compliance with all Legal Requirements and will procure, maintain and comply or cause compliance with all permits, licenses and other authorizations required for any use of the Mortgaged Property or any part thereof then being made or anticipated to be made, and for the proper construction, installation, operation and maintenance of the Mortgaged Property or any part thereof, and will comply with any instruments of record at the time in force burdening the Mortgaged Property or any party thereof. Borrower will comply with all terms and conditions of the Ground Lease applicable to it and will notify the Trustee, the Issuer, and the County promptly of any default or any event that, with the giving of notice or lapse of time, would constitute a default under the Ground Lease.

As used in this Section, “Legal Requirement” means all laws, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Mortgaged Property or any part thereof, or any use or condition of the Mortgaged Property or any part thereof.

The Borrower may, at its expense, contest by appropriate legal proceedings, conducted in good faith and with due diligence, any Legal Requirement and postpone compliance therewith pending the completion of such contest provided that such postponement does not, in the opinion of the Trustee, materially affect the lien of the Mortgage as to any part of the Mortgaged Property or subject the Mortgaged Property, or any part thereof, to loss or forfeiture.

Section 4.2 Maintenance and Use of Mortgaged Property. The Borrower, at its expense, will keep or cause to be kept the Mortgaged Property in good order and condition (ordinary wear and tear excepted) and will make all necessary or appropriate repairs, replacements and renewals thereof, interior, exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. The Borrower will not do, or permit to be done, any act or thing which might materially impair the value or usefulness of the Mortgaged Property or any part thereof, will not commit or permit any material waste of the Mortgaged Property or any part thereof, and will not permit any unlawful occupation, business or trade to be conducted on the Mortgaged Property or any part thereof. The Borrower shall also, at its expense, promptly comply with all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Mortgaged Property and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of the Borrower under the terms thereof.

Section 4.3 Alterations and Additions. The Borrower may, in its discretion and at its expense, make from time to time any additions, modifications or improvements to the Mortgaged Property which it may deem desirable for its business purposes provided that no such additions, modifications or improvements shall, in the opinion of the Trustee, adversely affect the structural integrity or strength of any improvements constituting a part of the Mortgaged Property, substantially reduce the value of the Mortgaged Property or materially interfere with the use and operation thereof. All additions, modifications and improvements so made by the Borrower shall become and be deemed to constitute a part of the Mortgaged Property.

Section 4.4 Substitution and Removal of Certain Property. In any instance where the Borrower, in its reasonable discretion, determines that any item of property constituting a part of the Mortgaged Property or purchased in substitution or replacement for any such item shall have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or should otherwise be replaced, the Borrower may remove such items provided that the Borrower:

- (a) substitutes and installs other items of property having equal or greater value (but not necessarily having the same function) in the operation of the Mortgaged

Property, which such substituted property shall be free from all liens and encumbrances (other than Permitted Encumbrances) and shall become part of the Mortgaged Property; or

(b) in the case of removal of property without substitution or in the case other property is substituted or installed which property is subject to a purchase money lien, the Borrower shall pay to the Trustee for application towards repayment of the obligations under the Financing Documents (i) if the removed property is sold or scrapped, an amount equal to the proceeds of such sale (which must be for fair market value) or the scrap value thereof (ii) if the removed property is used as a trade-in for property not to be installed as part of the Mortgaged Property, an amount equal to the trade-in credit (which must be for fair market value) received by the Borrower, or (iii) in the case of any other disposition or the retention of such removed property by the Borrower for other purposes, an amount equal to the true market value of such property, as determined by an Engineer.

The Borrower shall promptly report to the Trustee each such removal, substitution, sale or other disposition and shall pay to the Trustee such amounts as are required by the provisions of the preceding subsection (b) of this Section to be paid to the Trustee promptly after the sale, trade-in or other disposition requiring such payment; provided, however, that no such report and payment need be made until the amount to be paid to the Trustee on account of all such sales, trade-ins or other dispositions not previously reported aggregates at least \$20,000. The Trustee shall deposit such money in a separate account and shall use such money to discharge indebtedness of the Borrower secured by this Mortgage.

At the request of the Trustee, the Borrower shall deliver to the Trustee such instruments, including Financing Statements, that are necessary or advisable to perfect the Trustee's lien upon and security interest in any personal property installed in substitution for any property removed pursuant to this Section 4.4. The Trustee may require the Borrower to provide, at the expense of the Borrower, an opinion of Independent Counsel as to the perfection of the Trustee's lien and security interest. Upon the request of the Borrower, the Trustee shall execute and deliver to the Borrower appropriate instruments releasing any property removed pursuant to this Section 4.4 from the lien hereof.

Section 4.5 No Claims Against Trustee. Nothing contained in this Mortgage shall constitute any consent or request by the Trustee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Property or any part thereof, or be construed to give the Borrower any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Trustee in respect thereof, or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

ARTICLE V

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 5.1 Damage to or Destruction of Mortgaged Property. In the case of any damage to or destruction of the Mortgaged Property or any part thereof, the Borrower will promptly give or cause to be given written notice thereof to the Trustee generally describing the nature and extent of such damage or destruction. The Borrower shall, whether or not the insurance proceeds, if any, received for such damage or destruction are sufficient for such purpose, promptly commence and complete, or cause to be commenced and completed, repair or restoration of the Mortgaged Property as nearly as practicable to the value, condition and character thereof immediately prior to such damage or destruction, with such changes or alterations, however, as the Borrower may deem necessary for proper operation of the Mortgaged Property.

Section 5.2 Use of Insurance Proceeds. Net Proceeds shall be paid and used as provided under the Loan Agreement.

Section 5.3 Eminent Domain. If title to or the temporary use of the Mortgaged Property, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Borrower will promptly give written notice thereof to the Trustee describing the nature and extent of such taking. Any Net Proceeds received from any award made in such eminent domain proceedings shall, if received prior to the release and discharge of this Mortgage, be paid to and held by the Trustee in a separate condemnation award account for application in one or more of the following ways:

(a) The restoration of the Mortgaged Property to substantially the same condition as it existed prior to the exercise of the said power of eminent domain.

(b) The acquisition, by construction or otherwise, by the Borrower of other improvements suitable for the Borrower's operations on the Real Property (which improvements shall be deemed a part of the Mortgaged Property); provided, that such improvements shall be acquired by the Borrower subject to no liens or encumbrances, except as permitted by Section 2.4 hereof.

(c) Payment to the Trustee for application toward unpaid principal and interest on the obligations owing under the Financing Documents.

Prior to such disbursement pursuant to paragraphs (a) and (b) above, the disbursement will be approved by the Trustee, which approval shall be conditioned upon receipt by the Trustee of evidence satisfactory to it that after such disbursement, the funds remaining on deposit with the Trustee will be to complete the acquisition, repair, restoration or rebuilding.

Within 90 days from the date of entry of a final order in eminent domain proceedings, the Borrower shall direct the Trustee in writing as to which of the ways above-specified the Net Proceeds of the condemnation award shall be applied. Any balance of the Net Proceeds not required to be applied for the purpose so specified shall be paid to the Trustee for application to the obligation of the Borrower under the Loan Agreement in connection with the extraordinary redemption of the Bond.

Section 5.4 Investment and Disbursement of Net Proceeds. All moneys received by the Trustee constituting Net Proceeds may, pending application, be invested and shall, to the extent to be used for repair, rebuilding, restoration, acquisition or construction, be disbursed in the manner generally followed by the Trustee for construction loans.

ARTICLE VI

REMEDIES

Section 6.1 Right to Perform Covenants. Subject to the Borrower's right to contest pursuant to Sections 3.1, 3.2 and 4.1 hereof, if the Borrower shall fail to make any payment or perform any act required to be made or performed hereunder or under the Agreement, the Trustee, without demand upon the Borrower and without waiving or releasing any obligation or default, may (but shall be under no obligation to) upon five days' written notice to the Borrower (except under emergency conditions), make such payment or perform such act for the account and at the expense of the Borrower and may enter upon the Mortgaged Property or any part thereof for such purpose and take all such action thereon as, in its opinion, may be necessary or appropriate therefor. All payments so made by the Trustee and all costs, fees and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith or in connection with the performance by the Trustee of any such act, together with interest thereon at the Interest Rate for Advances from the date of payment or incurrence, shall constitute additional indebtedness secured by this Mortgage and shall be paid by the Borrower to the Trustee on demand.

Section 6.2 Events of Default. Any one or more of the following events shall be an "Event of Default" under this Mortgage:

- (a) An "Event of Default" as defined in any of the Financing Documents;
- (b) Failure by the Borrower to observe or perform any term, covenant or agreement on the Borrower's part to be observed or performed under this Mortgage, and such failure shall continue unremedied for thirty (30) days after written notice thereof shall have been given to the Borrower by the Trustee, or for such longer period as the Trustee may agree to in writing; provided that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an Event of Default as long as the Borrower

institutes curative action within the applicable period and diligently pursues such action to completion;

(c) The Borrower shall fail to pay any amounts due with respect to any indebtedness of the Borrower secured by this Mortgage on the date such amounts are due and payable;

(d) (i) Any default by the Borrower under the Ground Lease which would, immediately or with the passage of time and/or the giving of notice, entitle Kent State to terminate the Ground Lease unless title to the Leased Premises is transferred to the Borrower at the time of termination, or (ii) any amendment of the Ground Lease which has not received the Trustee's prior written consent, which consent may not be unreasonably withheld; or

(e) The sale, transfer or other disposition of the Mortgaged Property without the prior written consent of the Trustee or as otherwise permitted hereby.

Section 6.3 Remedies. If an Event of Default shall have occurred and be continuing, the Trustee, at any time at their election, may (a) exercise any or all or any combination of the remedies provided under the Financing Documents; (b) proceed, at law or in equity or otherwise, to foreclose the lien of this Mortgage as against all or any part of the Mortgaged Property, either by strict foreclosure or such other method as may be authorized by applicable law at the time in effect; and (c) as to personal property and fixtures, exercise any remedies or rights they may have as a secured party under Chapter 1301 to 1309, inclusive of the Ohio Revised Code, including without limitation the option of proceeding as to both personal property and fixtures in accordance with the Trustee's rights with respect to real property.

Section 6.4 Purchase of the Mortgaged Property by the Trustee. The Trustee may be a purchaser of the Mortgaged Property or of any part thereof or of any interest therein at any sale thereof, pursuant to the exercise of any remedies provided in this Mortgage or by law, and may apply upon the purchase price the indebtedness secured hereby owing and the Trustee shall, upon any such purchase, acquire good leasehold title to the properties so purchased, free of the lien of this Mortgage and free of all rights of redemption held by the Borrower.

Section 6.5 Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Mortgaged Property or any part thereof or any interest therein, pursuant to the exercise of any remedies provided in this Mortgage or by law, the receipt of the officer making the sale under judicial proceedings or of the Trustee, shall be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obligated to see to the application thereof.

Section 6.6 Waiver of Appraisement, Valuation. The Borrower does hereby waive to the full extent it may lawfully do so, the benefit of all appraisement, valuation, stay and extension laws now or hereafter in force and all rights of marshaling in the event of any sale of the Mortgaged Property or any part thereof or any interest therein.

Section 6.7 Sale a Bar Against Borrower. Any sale of the Mortgaged Property or any part thereof or any interest therein, pursuant to the exercise of any remedies provided in this Mortgage, the Agreement or by law shall forever be a perpetual bar against the Borrower.

Section 6.8 Application of Proceeds. Any moneys (including, without limitation, the proceeds of any sale of the Mortgaged Property or any part thereof or any interest therein, pursuant to the exercise of any remedies provided in this Mortgage or by law) shall be applied as follows:

First: the payment of all costs incurred in the collection thereof (including, without limitation, reasonable attorneys' fees and expenses);

Second: the payment of indebtedness and other obligations secured by this Mortgage owing to the Trustee;

Third: the balance, if any, unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, to or at the direction of the Borrower.

Section 6.9 Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Trustee shall, as a matter of right and to the extent permitted by applicable law, be entitled to the appointment of a receiver for all or any part of the Mortgaged Property, whether such receivership is incidental to a proposed sale of the Mortgaged Property or otherwise, and the Borrower hereby consents to the appointment of such a receiver and covenants not to oppose any such appointment.

Section 6.10 Possession, Management and Income. If an Event of Default shall have occurred and be continuing, the Trustee, to the extent permitted under applicable law, without further notice may enter upon and take possession of the Mortgaged Property or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove the Borrower and all other persons and any and all property therefrom and may hold, operate and manage the same and receive all earnings, income, rents, issues, profits and proceeds accruing with respect thereto or any part thereof. The Trustee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operating or management, except that any amounts so received by the Trustee shall be applied to pay, first, all costs and expenses of so entering upon, taking possession of, holding, operating and managing the Mortgaged Property or any part thereof, and any taxes, assessments or other charges, prior to the lien of this Mortgage, which the Trustee may consider it necessary or desirable to pay and, second, in accordance with Section 6.8 hereof.

Section 6.11 Remedies Cumulative. Each right, power and remedy of the Trustee, provided for in this Mortgage or the Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every

other right, power or remedy provided for in this Mortgage, or the Financing Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Trustee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Trustee of any or all such other rights, powers or remedies.

Section 6.12 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity of other terms of this Mortgage shall in no way be affected thereby.

Section 6.13 No Waiver by Trustee. No failure by the Trustee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach hereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

ARTICLE VII

LEASE OF MORTGAGED PROPERTY

Section 7.1 Leases of Premises. The Borrower will not lease all or any part of the Mortgaged Property to any party that violates the Ground Lease.

Section 7.2 Possession, Management and Income; Assignment.

(a) It is agreed that, as additional collateral and to further secure the obligations under the Financing Documents and this Mortgage, Borrower does hereby absolutely, presently and irrevocably assign, grant, transfer, and convey to Trustee, its successors and assigns, all of Borrower's right, title, and interest in, to, and under all leases, tenant contracts and other contracts, licenses and permits, whether written or oral, affecting the use or occupancy of all or any part of the Mortgaged Property which may be made hereafter, including any and all extensions, renewals, and modifications of the foregoing and guaranties of the performance or obligations of any tenants thereunder, and all other arrangements of any sort resulting in the payment of money to Borrower or in Borrower becoming entitled to the payment of money for the use of the Mortgaged Property or any part thereof whether such user or occupier is tenant, invitee, or licensee (all of the foregoing are hereinafter referred to collectively as the "**Leases**" and individually as a "**Lease**" and said tenants, invitees, and licensees are hereinafter referred to collectively as "**Tenants**" and individually as "**Tenant**" as the context requires), which Leases cover all or any portion of the Mortgaged Property; together with all of Borrower's right, title, and interest in and to all income, rents, issues, royalties, profits, rights and benefits and all Tenants' security and other similar deposits derived with respect to the Leases and with respect

to the Mortgaged Property, including, without limitation, all basic and minimum rents, percentage rents, additional rents, payments in lieu of rent, expense contributions, and other similar such payments (hereinafter collectively referred to as “**Income**”), and the right to collect the same as they become due.

- (b) As to each such Lease, if any, Borrower hereby covenants and agrees as follows:
- (i) Borrower will be the sole holder of the landlord’s interest under the Leases, will be entitled to receive the Income from the Leases and from the Mortgaged Property, and will have the full right to sell, assign, transfer, and set over the same and to grant to and confer upon Trustee the rights, interests, powers, and authorities herein granted and conferred;
 - (ii) Except with respect to first liens which are permitted pursuant to Section 2.4 herein, Borrower has made no pledge or assignment of the Leases or Income, prior to the date hereof, and Borrower shall not, after the date hereof, make or permit any such pledge or assignment;
 - (iii) Each Lease will be valid, enforceable, and in full force and effect, and Borrower will deliver to Trustee true, complete, and correct copies of all Leases, including all amendments, modifications and updates, with respect to the Mortgaged Property or any part thereof, upon the request of the Trustee;
 - (iv) Borrower will not accept or permit payment of rental or other Income under any of the Leases for more than one (1) month in advance of the due date thereof;
 - (v) Neither this Mortgage nor the exercise of rights hereunder shall be deemed to make Trustee a mortgagee in possession;
 - (vi) Borrower shall with respect to each Lease (A) fulfill, perform, and observe each and every condition and covenant of landlord or lessor contained in each of the Leases; (B) give prompt notice to Trustee of any claim of default under any of the Leases, whether given by a Tenant to Borrower, or given by Borrower to a Tenant, together with a complete copy of any such notice; (C) at no cost or expense to Trustee, enforce, short of termination, the performance and observance of each and every covenant and condition of the Leases to be performed or observed by the Tenants thereunder; (D) diligently and in good faith enforce the Leases and all remedies available to Borrower against the Tenants in the event of default under any Lease by any Tenant; (E) diligently and in good faith appear in and defend any action arising out of, or in any manner connected with, any of the Leases, or the obligations or liabilities of Borrower as the landlord thereunder, or of the Tenant or any other lessee thereunder; and (F) execute such additional documents as Trustee may require to evidence and confirm the Leases;

- (vii) Borrower shall provide Trustee with a summary of all Leases, including the name of the lessee, a description of the rental space and the applicable rent, at any time requested by the Trustee;

(c) Although this Mortgage constitutes an absolute, assignment of all Income, as long as no Event of Default as defined in Section 6.2 herein, on the part of Borrower, shall have occurred, Borrower shall have a license to collect, but not more than one (1) month prior to the due date thereof, all such Income from the Mortgaged Property (including, without limitation, all rental payments under the Leases).

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Additional Security. Without notice to or consent of the Borrower or without impairment of the lien and rights created by this Mortgage, the Trustee may accept from the Borrower or from any other person or persons, additional security for the indebtedness secured by this Mortgage. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent the Trustee from resorting first to such additional security or first to the security created by this Mortgage, in either case without affecting the lien hereof and the rights conferred hereunder.

Section 8.2 Release and Easements. At the request of the Borrower, the Trustee may, but shall not be required to, at any time and from time to time, consent to, join in or permit: (a) a release of any part of the Mortgaged Property or (b) the granting of any easements, licenses, party wall rights and rights of lateral support with respect to the Mortgaged Property. No such release or grant shall impair in any manner the validity, or except as specifically provided in such release or grant, the priority, of this Mortgage and no notice to other parties in interest, including any junior lienors, shall be required.

Section 8.3 Discharge. If all sums payable hereunder and under the Financing Documents by the Borrower and under this Mortgage by the Borrower shall be paid and any commitment by the Trustee to lend under the Financing Documents is terminated, then this Mortgage shall be null and void and of no further force and effect, and shall be released by the Trustee upon the written request and at the expense of the Borrower. Upon the release and discharge of this Mortgage, the Trustee, on the written request and at the expense of the Borrower, will execute and deliver such proper instruments of release and discharge as may be reasonably requested to evidence such release and discharge, and any such instrument, when duly executed and duly recorded in the places where this Mortgage is recorded, shall conclusively evidence the release and discharge of this Mortgage.

Section 8.5 General Provisions. This Mortgage shall be governed by and construed in accordance with the laws of the State and shall inure to the benefit of and be binding upon the Borrower and the Trustee and its successors and assigns. Any provision hereof invalid under

any law shall be inapplicable and deemed omitted herefrom, but shall not limit or otherwise affect the meaning hereof. This Mortgage may be executed in several counterparts, each of which shall be deemed an original; it shall not be necessary in proving this Mortgage to produce or account for more than one such counterpart.

Section 8.6. Notices. Any notice required under this Mortgage will be made in the manner prescribed in the Loan Agreement.

(Signatures on Following Page)

**BIO-MED SCIENCE ACADEMY STEM
SCHOOL**

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EXHIBIT A

MORTGAGED PROPERTY

5.229 ACRE PARCEL

SITUATED IN THE TOWNSHIP OF FRANKLIN, COUNTY OF PORTAGE, AND STATE OF OHIO AND KNOWN AS BEING PART OF TOWNSHIP LOT #14;

COMMENCING AT A MONUMENT BOX WITH A 1" IRON PIN AT THE INTERSECTION OF EAST SUMMIT STREET (CH#148) AND MORRIS ROAD (TH#147);

THENCE SOUTH 50° 22' 34" EAST A DISTANCE OF 178.46' FEET ALONG THE CENTERLINE OF SAID EAST SUMMIT STREET TO A POINT;

THENCE SOUTH 39° 37' 26" WEST A DISTANCE OF 33.00 FEET ALONG THE NORTHERLY LINE OF SUBJECT PARCEL AND ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE FOR SAID EAST SUMMIT STREET TO A 5/8" CAPPED IRON PIN "AECOM" AT THE POINT OF BEGINNING;

THENCE SOUTH 50° 21' 45" EAST A DISTANCE OF 221.58 FEET ALONG THE NORTHEASTERLY LINE OF SUBJECT PARCEL AND ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE FOR SAID EAST SUMMIT STREET TO A 5/8" CAPPED IRON PIN "AECOM";

THENCE SOUTH 47° 08' 33" EAST A DISTANCE OF 184.40 FEET ALONG THE NORTHEASTERLY LINE OF SUBJECT PARCEL AND ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE FOR SAID EAST SUMMIT STREET TO A 5/8" CAPPED IRON PIN "AECOM";

THENCE SOUTH 50° 21' 11" EAST A DISTANCE OF 119.78 FEET TO A POINT AT THE NORTHEASTY CORNER OF SUBJECT PARCEL, THE NORTHWESTERLY CORNER OF LANDS OWNED BY KENT STATE UNIVERSITY AND ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE FOR SAID EAST SUMMIT STREET;

THENCE SOUTH 00° 28' 01" EAST A DISTANCE OF 239.62 ALONG THE WESTERLY LINE OF SAID KENT STATE UNIVERSITY TO A POINT AT THE SOUTHEAST CORNER OF SUBJECT PARCEL AND ALSO BEING NORTHEAST CORNER OF LANDS OWNED BY ROUGH BEAST INVESTMENTS LLC BY DEED RECORDED AS INSTRUMENT NO. 201306902 OF THE PORTAGE COUNTY RECORDS;

THENCE SOUTH 89° 42' 11" WEST A DISTANCE OF 511.45 FEET ALONG THE NORTH LINES OF SAID ROUGH BEAST INVESTMENTS LLC, THE NORTH LINE OF LANDS OWNED BY DAVID NITZSCHE BY DEED RECORDED AS INSTRUMENT NO. 202407414 OF THE PORTAGE COUNTY RECORDS, THE NORTH LINE OF LANDS OWNED BY THE STATE OF OHIO AND ALSO PASSING A MAG NAIL FOUND AT

191.73 FEET AND A ½" IRON PIN FOUND AT 487.10 FEET (AT EASTERLY RIGHT-OF-WAY OF SAID MORRIS ROAD) TO A POINT IN THE CENTERLINE OF SAID MORRIS ROAD;

THENCE NORTH 00° 22' 07" WEST A DISTANCE OF 497.30 FEET ALONG THE CENTERLINE OF SAID MORRIS ROAD TO A POINT;

THENCE NORTH 89° 30' 14" EAST A DISTANCE OF 25.00 FEET TO A 5/8" IRON PIN SET ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID MORRIS ROAD;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 42° 23' 07", AND A LENGTH OF 92.47 FEET, FOLLOWING A CHORD BEARING NORTH 26° 03' 47" EAST A DISTANCE OF 90.38 FEET TO A 5/8" CAPPED IRON PIN "AECOM" ON THE EASTERLY RIGHT-OF-WAY OF SAID MORRIS ROAD;

THENCE NORTH 50° 32' 23" EAST A DISTANCE OF 11.53 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MORRIS ROAD TO A 5/8" IRON PIN SET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 37.08 FEET, A CENTRAL ANGLE OF 67° 10' 24", AND A LENGTH OF 43.47 FEET, FOLLOWING A CHORD BEARING SOUTH 89° 09' 55" EAST A DISTANCE OF 41.03 FEET TO POINT OF BEGINNING AND CONTAINING AN AREA OF 227,754 SQUARE FEET, 5.229 ACRES OF LAND, MORE OR LESS.

THE DESCRIPTION WAS PREPARED BY THE MANNIK SMITH GROUP ON MAY 13, 2026 AND IS BASED ON A SURVEY OF THE PREMISES.

ALL IRON PINS SET ARE 5/8" DIAMETER REBAR 30" LONG WITH A CAP STAMPED "THE MANNIK SMITH GROUP"

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2011 ADJUSTMENT), EPOCH 2010.0, OBTAINED BY USING GPS EQUIPMENT AND THE OHIO REAL TIME NETWORK (ORTN).

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Any permitted encumbrance granted by the Borrower in favor of the Trustee.
2. Any liens or encumbrances listed in the final Leasehold Title Insurance Policy issued by Commonwealth Land Title Insurance Company based on the Commitment for Title Insurance, Commitment No. GLC2600338 dated April 27, 2026.
3. Taxes not yet due and payable.
4. Matters which are shown on the survey delivered as required under the Loan Agreement.
5. Utility or access easements granting or accepting easements for the purpose of providing utilities or access routes serving the Leased Premises or facility services or access to or from adjacent properties.

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APPENDIX G
FORM OF GROUND LEASE

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LEASE AGREEMENT

This is a Lease Agreement (hereinafter referred to as “**Lease**”) is made as of the last date of signature below (“**Effective Date**”), between **KENT STATE UNIVERSITY**, and Ohio institution of higher education located at 1025 Risman Drive, Kent, Ohio 44242 (“**KSU**”), and **BIO-MED SCIENCE ACADEMY STEM SCHOOL**, an Ohio non-profit corporation with an office at 4211 State Route 44, Rootstown, OH 44272 (“**Tenant**”), pursuant to the provisions of Section 3345.12(Q) of the Ohio Revised Code.

Background

A. Tenant is an Ohio non-profit corporation and STEM School authorized under Chapter 3326 of the Ohio Revised Code.

B. KSU is the owner of that certain 128,012 square foot academic and administration building (“**Building**”) and adjacent land located at 800 E. Summit Street, Kent Ohio 44242 commonly referred to as the Michael Schwartz Center as more particularly depicted in **Exhibit “A”** to this Lease (“**Leased Premises**”).

C. Tenant desires to lease the Leased Premises from KSU for its kindergarten – 6th grade academic programing in accordance with the terms and conditions of this Lease.

D. KSU will continue to occupy approximately 7,780 square feet of space in the Leased Premises used for its ROTC program as more particularly depicted in **Exhibit “B”** to this Lease (“**ROTC Premises**”) pursuant to a sublease from Tenant to KSU.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, KSU hereby grants this Lease to Tenant under the following terms and conditions:

ARTICLE I **BACKGROUND; LEASE**

(a) The Background set forth above is hereby incorporated by reference.

(b) Upon the Commencement Date (defined below) KSU hereby leases to Tenant, and Tenant hereby leases from KSU for the Permitted Use set forth in Article IV below, the Lease Premises, upon all of the terms, covenants and conditions contained in this Lease.

(c) Tenant is occupying the Leased Premises “**AS IS**” and with all faults. Tenant acknowledges that it has inspected the Leased Premises and found it to be in acceptable condition, and by execution of this Lease hereby accepts the Leased Premises.

(d) **No legal title, or other interest in the Leased Premises other than the lease granted herein shall be deemed to have been created or vested in Tenant by anything contained in this Lease.**

(e) KSU reserves the right to grant utility easements or leases in, on, under or across the Leased Premises in accordance with applicable law on condition that any such easements do not materially adversely affect Tenant's use, occupancy, access, or parking and do not materially interfere with Tenant's improvements or construction thereof.

ARTICLE II

TERM

(a) Initial Term. This Lease shall be for a period of thirty-five (35) years commencing July 1, 2026 and expire on June 30, 2061, unless otherwise terminated in accordance with the termination provisions herein ("**Initial Term**").

(b) Renewal Term. If Tenant has complied with all the terms and conditions of this Lease, Tenant may renew this Lease for two (2) additional five (5) year periods, each upon the same terms and conditions set forth herein ("**Renewal Term**"). The Renewal Terms may be exercised by Tenant by written notice to KSU at least one hundred and twenty (120) days prior to the expiration of the Initial Term. Thereafter, KSU and Tenant may mutually agree to extend the term of this Lease following the Renewal Term for up to three (3) additional (5) year periods (each, an "**Extended Renewal Term**"). Each Extended Renewal Term may be exercised by Tenant providing written notice to KSU at least one year prior to the expiration of the Renewal Term or then-current Extended Renewal Term, and KSU agreeing to the proposed Extended Renewal Term in writing.

(c) Term. "**Term**" as used herein, shall include the Initial Term and any Renewal Term.

ARTICLE III

CONSIDERATION

(a) Base Rent. During the Term of this Lease, Tenant shall pay, as an annual consideration for the Leased Premises, the sum of TEN and 00/100 DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged by KSU.

(b) Additional Rent. In addition to Base Rent, Tenant shall pay to Landlord, as additional rent, all costs, expenses, and obligations of every kind and nature relating to the Leased Premises and the ownership, operation, maintenance, repair, and replacement thereof, whether foreseen or unforeseen, including without limitation: (a) all real estate taxes, assessments, and governmental impositions (if any) due to Tenant's occupancy of the Leased Premises; (b) all insurance premiums required under this Lease; and (c) all pro rata costs of utilities, maintenance, repairs, and replacements as expressly set forth in this Lease. All such amounts shall be paid by Tenant upon thirty (30) days on invoice from KSU. All Additional Rent shall be deemed rent under this Lease, and Landlord shall have the same rights and remedies for nonpayment thereof as for nonpayment

of Base Rent.

ARTICLE IV
PERMITTED USE; PARKING; STUDENT DROP OFF

(a) Permitted Use. Tenant shall use and occupy the Leased Premises solely for the operation of a public school, community school, or STEM school, authorized under State law, providing instruction to any grade or combination of grades, or upon a resolution of KSU's Board of Trustees, an independent school operated by an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and providing instruction to any grades between prekindergarten to grade 12 (provided that such use shall require KSU first be provided an opinion of counsel that such use will not adversely affect the tax-exempt status of any outstanding financing that previously financed the Leased Premises), as well as related administrative and other incidental educational uses ("**Permitted Use**"). Notwithstanding the preceding, Tenant shall indemnify and hold harmless KSU for any adverse impact its use of the Premises by Tenant or any successor in interest of Tenant, shall have on any outstanding KSU financing.

Tenant agrees not to permit the Leased Premises to be used for any purpose inconsistent with any local, state, or federal laws or regulations, or otherwise allow use by private parties, and Tenant shall be liable for any and all damages consequent upon such violation and subsequent cancellation of this Lease under the default provision herein. Tenant acknowledges and understands that KSU has tax-exempt financing on a portion of the Leased Property which requires KSU to monitor private usage. Prior to any consent to assign this Lease or sublet the Lease Premises or any part of the Lease Premises, KSU must confirm that any such assignment or sublet will not have a material adverse effect on the tax-status of any outstanding obligations of KSU issued to finance improvements upon the Leased Premises and that the assignment or sublet is otherwise lawfully permitted. Notwithstanding the preceding, if Tenant conducts or permits any use of the Leased Premises that does or could jeopardize the tax exempt status of the outstanding bonds benefitting the Leased Premises, Tenant shall immediately and permanently cease such use or activity.

(b) Tenant Parking. Tenant, at its own cost and expense, is responsible for arranging parking for Tenant employees and visitors in the designated portion of the adjacent R-12 parking lot through KSU Parking and Transit Services. The Tenant parking area is identified in **Exhibit "C" ("Tenant Parking")**. Parking fees are Additional Rent hereunder, and shall be at rates no greater than fees paid by other users of KSU Parking and Transit Services, including KSU students.

- (i) Tenant shall comply with all KSU parking policies and rules. Tenant Parking is provided as-is, and shall be Tenant's primary parking area during Tenant's normal operating hours, **7 a.m. 4 p.m., Monday through Friday**. The parties will work cooperatively adjust Tenant operating hours as reasonably necessary during the Term. KSU shall maintain control and use of the Tenant Parking area outside of Tenant's non-operating hours. Tenant will coordinate with KSU's Department of Public Safety and Parking and Transit Services for any special parking needs beyond Tenant's normal operating hours;

- (ii) KSU shall collect all permit fees, parking fines, and any other revenue that relates to the Tenant Parking area. KSU shall enforce all parking rules and regulations in this area including parking violation citations, booting, and /or towing of vehicles as per KSU parking rules and regulations. All individuals permitted to park in the Tenant Parking area or any other parking in this area are subject to KSU policies, rules and regulations;
- (iii) All required upgrades, additional signage, and additional parking area markings within the Tenant Parking area to meet regulatory and legal requirements of a “school” as defined by the Ohio Revised Code will be coordinated by Tenant through KSU’s Department of Public Safety and Parking Services at Tenant’s sole cost and expense;
- (iv) KSU will be responsible for the following general services: maintenance of the Tenant Parking area including any resealing and striping. Snow removal and salting will be done only as part of the campus-wide maintenance protocol.

(c) Development of Student Transportation Protocol. Upon the execution of this Lease, Tenant shall work cooperatively with KSU’s Director of Public Safety to develop a joint student drop-off and pick-up protocol for the Leased Premises, including, without limitation, traffic flow, bus zones, and parent drop-off locations and schedules. The protocol shall be finalized prior to the first day of classes at the Leased Premises, currently anticipated for the Fall 2027 academic term. The protocol shall be memorialized in a separate agreement titled “*Student Transportation Protocol*.” Thereafter, the Student Transportation Protocol shall be reviewed annually in June by KSU’s Director of Public Safety and Tenant’s Chief Administrative Officer and may be revised as necessary to address changing conditions and coordinated safety needs for the Kent Campus and the Leased Premises, prior to the commencement of fall classes each year during the Term. Tenant shall be responsible, at its sole cost and expense for the following:

- (i) Tenant will be responsible for meeting regulatory and legal requirements for school area traffic control (school signs, school area markings, school zones, etc.);
- (ii) Tenant is responsible for any traffic study to determine the necessity or exception of a school zone as defined in 4511.21(B)(1)(c) of the Ohio Revised Code;
- (iii) If a school zone is required, Tenant is solely responsible for all permitting, infrastructure, installation, and coordination with local and / or state political subdivisions and KSU;
- (iv) Any traffic studies and the results of those studies will be documented and retained by the Tenant and the KSU Department of Public Safety.

ARTICLE V
ROTC PREMISES SUBLEASE

KSU and Tenant acknowledges that concurrently with this Lease, Tenant and KSU have executed the Sublease for the ROTC Premises attached hereto as **Exhibit “D” (“ROTC Premises Sublease”)**.

ARTICLE VI
ABSOLUTE NET LEASE; TENANT OBLIGATIONS

(a) Absolute Net Lease. Except as otherwise set forth herein, this Lease is intended to be, and shall be construed as, an absolute triple net lease.

(b) Tenant’s Comprehensive Responsibility. Tenant shall, at its sole cost and expense, be responsible for the full ownership-equivalent obligations relating to the Leased Premises and the Building, including, without limitation:

- (i) all impositions, including real estate taxes (if applicable), assessments, fees, and governmental charges of every kind, whether now existing or hereafter imposed (it being acknowledged that KSU and Tenant are tax-exempt, but Tenant shall be responsible for any charges imposed due to Tenant’s use of the Leased Premises or this Lease);
- (ii) pro rata utilities billed by KSU as Additional Rent;
- (iii) all maintenance, repair, and replacement, including capital repairs and replacements and all structural components, roof, and building systems;
- (iv) all insurance required under this Lease;
- (v) all compliance with applicable laws, including environmental, health and safety, and accessibility laws; and
- (vi) all other costs and expenses of every kind relating to the Leased Premises, whether foreseen or unforeseen.

(c) No KSU Obligations. Except as expressly set forth in this subsection VI(c), KSU shall have no obligation to operate, maintain, repair, replace, or insure the Leased Premises or the Building, or to pay any costs or expenses relating thereto. Notwithstanding the preceding, KSU shall retain the following responsibilities:

- (i) at KSU’s cost:
 - maintenance and repair of the existing 1250kVA pad-mount transformer, the primary medium voltage cabling, and the secondary service conductors to the 4000A Main Service Disconnect in room #188.

- all electrical circuits feeding the ROTC Premises
- maintenance of the two (2) hot water boilers

(ii) Performed by KSU at tenant's expense and billed as Additional Rent:

- grounds, parking lot, and sidewalk maintenance (pro rata).
- elevator maintenance through KSU's contracted service.
- maintenance and repair of the fire alarm system, fire suppression system, and all fire extinguishers through KSU'S contracted service (pro rata).
- Chiller and cooling tower maintenance (pro rata).

(d) No Abatement. Tenant's obligation to perform its obligations under this Lease shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, or counterclaim for any reason whatsoever, including, without limitation, damage or destruction, condemnation, latent defects, or any interruption of Tenant's use, except as expressly provided herein.

(e) Public Status; No Waiver of Immunity. Tenant acknowledges that KSU is an instrumentality of the State of Ohio. Nothing in this Lease shall be deemed or construed as a waiver of any sovereign or governmental immunity, or any other limitation of liability, available to KSU under applicable law.

(f) Appropriations. To the extent (if any) KSU has payment obligations under this Lease, such obligations are subject to lawfully appropriated funds, and nothing herein shall be construed to create a pledge of the credit of the State or to obligate future legislative appropriations.

(g) No Liens. Tenant shall not permit any mechanic's or other liens to attach to the Leased Premises or KSU's interest in this Lease or the Leased Premises. If any such lien is filed, Tenant shall promptly discharge or bond over the same at its sole cost, and Tenant shall defend, indemnify and hold KSU harmless from any such claims or mechanic's liens and or any expenses incurred in connection therewith including but not limited to damages, interest, court costs and reasonable attorney fees..

ARTICLE VII

CONSTRUCTION/IMPROVEMENTS; DATA AND COMMUNICATIONS.

(a) Tenant may improve and/or alter, upon written consent by KSU, the Leased Premises as Tenant considers reasonably appropriate to carry out the Permitted Use ("**Tenant Improvements**"). Subject Tenant's compliance with the requirements of this Article VII, such written consent of KSU shall not be unreasonably conditioned, withheld or delayed. Tenant Improvements and/or alterations placed on the Leased Premises by Tenant during the term of this Lease shall be at Tenant's expense. The parties acknowledge that KSU has, prior to the Effective Date, reviewed and consented to Tenant's Design Development (DD) level documents for the Tenant Improvements (the "**Initial Design Documents**").

Tenant Improvements are subject to the requirements of Ohio Revised Code Chapter 153. Tenant

shall cause Tenant Improvements, and any additions, alterations or changes to the Leased Premises to be performed in a safe and lawful manner, and in compliance with all applicable laws, including, but not limited to the requirements of Ohio Revised Code Chapter 153, ordinances, orders, rules, regulations and requirements of federal, state and municipal governmental authorities, including, without limitation, the filing of such plans and other documents as may be required, and prior to the commencement and/or completion of any of permitted improvements, additions, alterations, or changes, obtain all required permits and licenses. Tenant will submit to KSU copies of all Construction Documents (CD's) and other required permits prior to the commencement of any approved improvements, additions, alterations, or changes, and upon completion of the work, will submit to KSU as-built plans and operations and maintenance manuals, all approvals and certificates relating to Tenant's occupancy of the Leased Premises, including, without limitation, a certificate of occupancy.

Improvements shall be constructed in accordance with plans and specifications approved by KSU and shall be constructed in accordance with all applicable building codes and in accordance with KSU and construction industry standards and practices. During the course of construction of the improvements, Tenant shall permit KSU the right, but not the obligation, to observe the progress and quality of the construction. In conjunction herewith, Tenant and Tenant's contractors shall meet with KSU as often as KSU reasonably deems necessary to discuss the status of said work. Any such observations or participation in such discussion(s) by KSU or its agent(s) shall not be deemed to be a certification by KSU as to the fitness of the construction of the improvements, nor shall the same give rise to any cause of action in favor of any third parties. Tenant shall also cooperate with KSU during the course of the construction by utilizing the construction requirements and guidelines implemented by KSU.

Tenant shall not deposit any debris on the adjacent KSU property nor do anything that would interfere with the maintenance of or operations on any part of the adjacent KSU lands.

Title to and ownership of all Tenant Improvements installed by Tenant pursuant to this Lease, including all building systems and components (heating, ventilation, air conditioning, electrical, plumbing, mechanical, and life safety systems and equipment, whether or not deemed fixtures under applicable law), shall be vested in Tenant during the Term and shall not constitute property of KSU during the Term. Upon the expiration or, subject to cure rights under Paragraphs XII and XXIV, the earlier termination of this Lease, title to the Tenant Improvements (other than Tenant's trade fixtures and personal property) shall vest in KSU without further act or payment, free and clear of all liens created by, through, or under Tenant. Tenant's Leasehold Mortgagee shall agree in a writing to extinguish any Leasehold Mortgage upon the expiration or earlier termination of this Lease without any further action or payment required by Tenant, and Tenant successor in interest, or KSU. Leasehold Mortgagee shall agree to file any all documentation required to perfect the release of any security interest in the Leasehold. Tenant shall not remove any improvements constituting fixtures from the Leased Premises without the prior written consent of KSU.

(b) Temporary Construction Staging. Subject to KSU's prior written approval, such approval not to be unreasonably conditioned, withheld or delayed, Landlord may designate certain areas of the property outside the Leased Premises (the "**Staging Area**") for temporary use by Tenant in

connection with construction, renovation, or improvement work at the Leased Premises. Tenant's use of the Staging Area shall be limited to construction-related staging, including, without limitation, the temporary storage of materials and equipment, placement of temporary facilities, and contractor access. Tenant shall use the Staging Area in a manner that does not unreasonably interfere with KSU's operations. Tenant shall comply with all applicable laws, regulations, and KSU's reasonable rules and requirements regarding such use.

The location, size, and duration of use of the Staging Area shall be as mutually agreed upon by the parties in writing prior to commencement of such use, and KSU reserves the right, upon reasonable prior notice to Tenant, to relocate the Staging Area to a reasonably comparable area if necessary for operational or safety reasons.

Upon expiration of the approved staging period, Tenant shall promptly remove all materials, equipment, and temporary improvements from the Staging Area and restore the area to substantially the same condition as existed prior to Tenant's use, reasonable wear and tear excepted. Tenant shall be responsible for any damage to the Staging Area or surrounding property caused by Tenant or its contractors and shall repair any such damage at its sole cost and expense.

(c) Tenant shall be solely responsible, at its sole cost and expense, for any alterations, improvements, or modifications required to the ROTC Premises in order to comply with all applicable building codes, laws, ordinances, and regulations. Without limiting the foregoing, Tenant acknowledges and agrees that, as a result of this Lease and the Tenant Improvements, the ROTC Premises is required under applicable building codes to include the installation of additional restroom fixtures, the cost and responsibility for which shall be borne exclusively by Tenant.

(d) Data and Communications Services. Tenant shall be solely responsible, at its sole cost and expense, for acquiring, installing, maintaining, repairing, replacing, and removing all telephone, internet, data, cable, network, and other information technology or communication services and equipment required for Tenant's use and occupancy of the Premises. KSU shall have no obligation to provide, maintain, support, or repair any such services or equipment. Tenant shall contract directly with the applicable service providers for all such services and shall timely pay all charges, fees, and costs associated therewith. Any installation of wiring, cabling, antennas, or related equipment by Tenant or its providers shall be subject to KSU's prior written approval and performed in compliance with all applicable laws and the terms of this Agreement.

ARTICLE VIII

WASTE/RETURN OF LEASED PREMISES.

Tenant shall not commit or suffer any waste on the Leased Premises. Upon the expiration of any term of this Lease or upon an earlier termination hereof, Tenant shall surrender possession of the Leased Premises in substantially as good a condition as the same existed at the Commencement Date, except for:

- (c) damage from fire or natural elements;

- (d) circumstances beyond the control of Tenant;
- (e) reasonable use and normal wear and tear, depreciation and decay; and
- (f) Tenant Improvements and any alterations, fixtures, additions, structures, or signs placed or erected upon the Leased Premises by either KSU or Tenant after the Commencement Date.

However, if Tenant desires to remove the Improvements and/or any of the items set forth in the above paragraph, Tenant shall pay KSU to remove said Improvements and shall be responsible for paying KSU to repair all damage caused in the course of any such removal.

ARTICLE IX

ACCESS; SECURITY

(a) Access. KSU may have access to the Leased Premises at all reasonable times and in a manner that does not unduly interfere with Tenant's use of the Leased Premises, with 24 hours prior written notice to Tenant, to determine whether Tenant is complying with the terms of this Lease and to perform its maintenance obligations set forth under Article VI(c). Notwithstanding the preceding, KSU, its agents and contractors shall have the right to enter the Leased Premises at any time, without prior notice to Tenant, when KSU reasonably determines that such entry is necessary due to an emergency, to protect public safety, to prevent injury or damage to persons or property, or to perform emergency repairs or maintenance required under Article VI(c).

(b) Public Safety and Emergency Management Agreement. Upon the execution of this Lease, Tenant and KSU's Director of Public Safety shall work cooperatively to develop joint public safety and emergency management recommendations for the Leased Premises prior to the first day of classes therein, currently anticipated for Tenant's Fall 2027 academic term. Such recommendations shall be documented in a separate document titled "*Kent State University/Bio-Med Science Academy STEM School Public Safety and Emergency Management (PSEM) Agreement*" ("**PSEM Agreement**").

The PSEM Agreement may incorporate elements of each party's existing safety and emergency plans and shall outline the coordinated safety response of both parties in the event of a public safety / police incident or an emergency affecting the Kent Campus and/or the Leased Premises.

The PSEM shall be reviewed annually by KSU's Director of Public Safety and Tenant's Chief Administrative Officer prior to the end of the fiscal year. The PSEM Agreement may be revised as necessary with the agreement of both parties to address evolving conditions and public safety / emergency management needs prior to the commencement of fall classes each year during the Term.

ARTICLE X
ASSIGNMENT/SUBLETTING.

Tenant shall not assign this Lease or sublet the Leased Premises or any part thereof without the prior written consent of KSU's Sr. Vice President for Finance and Administration, such consent not to be unreasonably withheld on condition that such proposed use by any such assignee or subtenant is for a Permitted Use. Should consent to any such assignment, subletting or transferal be granted, such assignment, sublease or transfer shall not relieve Tenant of its obligations and duties under the terms, covenants and conditions of this Lease. Notwithstanding the preceding, KSU and Tenant hereby acknowledge and agree to the sublease of the ROTC Premises set forth in Article V above.

Notwithstanding the preceding, but subject to the Permitted Use, Tenant shall have the right to assign the Lease or certain obligations and rights thereunder, or sublease any or all of the Leased Premises to any Permitted Transferee (defined below) for the Permitted Use, provided that Tenant shall provide KSU for KSU's review and approval adequate evidence of any such assignee's or sublessee's, as applicable, financial ability to fully perform the terms and conditions of this Lease.

Each of the following constitutes a "**Permitted Transferee**":

- (1) Any corporation that controls or is controlled by Tenant by virtue of a merger.
- (2) Another corporation in connection with a corporate reorganization, or the merger of Tenant into, or the consolidation of Tenant with, another corporation or corporations.
- (3) Any successor of all or substantially all of Tenant's public STEM school or assets.
- (4) Any Leasehold Mortgagee pursuant to a foreclosure by Leasehold Mortgagee under Article XXIV(b)(iv).
- (5) Any governmental entity or nonprofit corporation for the operation of a traditional public school, a community school or a STEM school.

ARTICLE XI
TERMINATION BY TENANT

The Lease may be terminated by Tenant by giving KSU at least ninety (90) days' written notice prior to such termination on or before the date set in such notice for the termination of this Lease. Tenant shall have no claim against KSU for the value of any unexpired term of this Lease, or for any costs related to the removals referred to in this Article IX.

In the event of termination by Tenant pursuant to Article XI herein, Tenant shall remove any and all personal property and movable fixtures placed on the Leased Premises by Tenant or that title to same will be transferred to KSU, if KSU so requests. Tenant shall restore the Leased Premises to a condition satisfactory to KSU's Senior Vice President for Finance and Administration at Tenant's expense.

ARTICLE XII

DEFAULT BY TENANT; TERMINATION BY KSU

(a) If Tenant breaches or defaults on any of the terms or conditions of this Lease, and if that breach or default is not remedied within thirty (30) days after written notification by KSU to Tenant and to any Leasehold Mortgagee of that breach or default ("**Cure Period**"), KSU may terminate this Lease; provided, that, if the nature of Tenant's breach or default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a breach or default if Tenant commences such cure within the Cure Period and thereafter diligently prosecutes such cure to completion.

(b) Tenant shall have thirty (30) days from the date on the written notice of termination, to remove all personal property and movable fixtures placed on the Leased Premises by Tenant, and to restore the Leased Premises to a condition satisfactory to KSU. Tenant shall then surrender possession to KSU. If such removals and restoration are not affected within the specified time, KSU may elect to restore the Leased Premises at Tenant's expense.

Notwithstanding the preceding, upon written notification by KSU to Tenant and to any Leasehold Mortgagee, Tenant shall within five (5) days commence and diligently pursue all actions necessary to cure the following defaults and thereafter diligently prosecutes such cure to completion; provided that, to the extent a shorter cure period may be required to protect life, safety, property, or insurance coverage, KSU may step in to take action to cure such default and be entitled to reimbursement of all reasonable costs from Tenant:

- (i) Occupancy of the Leased Premises for hazardous purposes or for a hazardous use as defined in the insurance policy required in Article XIV herein.
- (ii) Failure of Tenant to comply with any Warranty or condition contained in any endorsement attached to the policy required in Article XIV herein.

ARTICLE XIII

LIABILITY

Tenant shall protect, indemnify and hold KSU harmless from and against any and all claims, demands, causes, actions and damages, together with any and all losses, costs and expenses, including without limitation, any attorney's fees, for the death of or injury to any person or persons, or damage to property, of every kind and nature, which may arise out of or in any connection with Tenant's use and operation of the Leased Premises or that of its successors, assigns, agents, servants, employees, contractors, subcontractors, invitees and any other person

acting under and by virtue of, by, through the Tenant, except for any act, omission, or neglect caused by KSU or any of its agents, servants, employees, contractors, subcontractors and other persons' claim under, by and through KSU. The provisions of this Section shall survive the expiration or termination of the term of this Lease.

ARTICLE XIV **INSURANCE**

During the term of this Lease, Tenant shall at its sole cost and expense carry and maintain a broad form policy of property insurance including fire, extended coverage, vandalism and malicious mischief, special perils (including theft) insuring all building additions, alterations and improvements for the replacement cost and insuring all contents, fixtures, furnishings and equipment subject to this Lease in the amount of 100% of the insurable value.

Said policy shall designate as an additional named insured KSU as its interest may appear. This insurance shall be primary and non-contributory over all other applicable insurance.

During the term of this Lease, Tenant at its sole cost and expense shall carry and maintain a policy of Commercial General Liability including coverage for bodily injury, personal injury, wrongful death and property damage coverage together with all costs of defense. The costs of defense shall be outside of the policy limits.

Such policy of insurance shall designate as an additional named insured by ISO form CG 20 11, 11/85 edition (or its equivalent) the "KSU, as its interest may appear" and shall bear an endorsement to the effect that the insurer agrees to notify KSU in writing not less than 60 days in advance of cancellation, nonrenewal, or decrease in coverage. This insurance shall be primary and non-contributory over all other applicable insurance. The policy will also be endorsed to include a blanket waiver of subrogation. Such policy of insurance shall be issued by an insurance company licensed by KSU and be classified as an admitted carrier protected by the Ohio Insurance Guarantee Association and acceptable to KSU. Upon the execution of this Lease, Tenant shall provide to the KSU's Risk Management Division, a certificate of evidence of such policy of insurance. The insurance company issuing the policy must carry at least an A- rating or better from A.M. Best.

POLICY LIMITS:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability
\$ 10,000	Medical Payments

A copy of the insurance policy shall be filed with and is subject to the approval of KSU's Sr. Vice President for Finance and Administration. Said policy shall contain a clause providing

that sixty (60) days' prior written notice of cancellation, nonrenewal or decrease in coverage will be given to KSU's Sr. Vice President for Finance and Administration.

ARTICLE XV
PREVAILING WAGE

Tenant shall comply with all provisions of Ohio Revised Code Chapter 4115, entitled "Wages and Hours on Public Works" in the performance of any of its obligation hereunder.

ARTICLE XVI
TAXES

Tenant shall be responsible for any federal, state and/or local taxes and assessments levied against KSU resulting from this Lease of the Leased Premises.

ARTICLE XVII
QUIET ENJOYMENT

KSU covenants that if, and so long as, Tenant pays the rent when due and performs the covenants hereof, Tenant may peaceably have, hold, and enjoy the Leased Premises, during the term, without any hindrance by KSU or any person or persons lawfully claiming under KSU. KSU will not warrant and defend against any claim asserted by any other person or entity.

ARTICLE XVIII
REPRESENTATIVES/AGENTS

Where this Lease refers to KSU or Tenant, those terms shall include the agents, employees, or authorized representatives of each party.

ARTICLE XIX
NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U. S. registered or certified mail, postage paid, or by electronic means (including e-mail).

if to KSU, addressed to:

Kent State University
Division of Finance and Administration
1025 Risman Drive
2nd Floor Library, Executive Offices
Kent, Ohio 44242
Email: vpadministration@kent.edu

Attention: Senior Vice President for Finance and Administration

With copy to:

Kent State University
Office of General Counsel
1025 Risman Drive
2nd Floor Library, Executive Offices
Kent, Ohio, 44242
Email: legal@kent.edu
Attention: Vice Present, General Counsel

If to Tenant, addressed to:

Bio-Med Science Academy STEM School
4211 State Route 44
Rootstown, OH 44272
Email: slammlein@bmsastem.org
Attention: Chief Administrative Officer

With copy to the following initial Leasehold Mortgagee:

Argent Institutional Trust Company
[]
[]
[]
Email: []

And to:

Stifel, Nicolaus & Company, Incorporated
2121 Avenue of the Stars
Suite 2150
Los Angeles, California 90067
Email: jkim@stifel.com
Attention: John Kim

KSU, Tenant and Leasehold Mortgagee shall each have the right from time to time to specify as its address and Email for purposes of this Lease any other address in the United States of America upon giving of fifteen (15) days' notice thereof, similarly given, to the other party.

ARTICLE XX
HAZARDOUS MATERIALS.

Tenant and KSU shall not place, hold or dispose of any hazardous materials (as defined below) on, under or at the Leased Premises, and Tenant and KSU shall not use the Leased Premises as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. Tenant and KSU shall not cause or allow any asbestos to be incorporated into any improvements or alterations which either of them makes or causes to be made to the Leased Premises. For purposes of this Lease “hazardous materials” means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material. Tenant may terminate this Lease immediately if a pre-existing hazardous condition is found to exist within the Leased Premises, which Tenant considers to be dangerous to its employees, agents or invitees.

Notwithstanding anything to the contrary in this Lease, Tenant shall not be in default for “holding,” “storing,” or “disposing” of hazardous materials to the extent such actions are part of a lawful remediation or abatement of pre-existing environmental conditions encountered during Tenant’s construction, alterations or operation of the Leased Premises. Tenant is authorized to perform such remediation in compliance with all applicable environmental laws and regulations, and such activity shall not be deemed a breach of Tenant’s obligations regarding the use or storage of hazardous substances.

ARTICLE XXI
CAMPAIGN CONTRIBUTIONS AND ETHICS COMPLIANCE.

Tenant hereby certifies that neither Tenant nor any of Tenant’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Tenant certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

ARTICLE XXII
MISCELLANEOUS PROVISIONS.

(a) If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law.

(b) All rights and remedies of KSU enumerated in this Lease shall be cumulative and, except as specifically contemplated otherwise by this Lease, none shall exclude any other right or remedy

allowed at law or in equity and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Lease.

(c) This Lease may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both KSU and Tenant.

(d) This Lease, and any addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving the effect to any conflicts or choice of laws or principles which otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this Lease or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

(e) No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this Lease shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by KSU from Tenant or others after the giving of any notice of default, or after the termination of this Lease, or after the commencement of any suit, shall reinstate, continue, or extend the term of this Lease, or affect any such notice, demand, or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(f) The representations, warranties, covenants, indemnities and agreements of the parties contained in this Lease shall survive the expiration or termination of the term of this Lease and shall be and continue in effect notwithstanding the fact that Tenant may waive compliance with any of the other provisions of this Lease.

(g) The word "Tenant," wherever used in this Lease, shall include the successors and assigns of Tenant.

(h) The headings to the various Articles and Exhibits to this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of this Lease.

(i) This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Both KSU and Tenant each covenant and warrant to the other that it is possessed of sufficient legal authority to execute, enter into and observe all the terms and conditions set forth in this Lease.

(j) This Lease and attached exhibits constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof.

(k) KSU and Tenant each represent and warrant to the other that it has not dealt with any broker, finder, or other intermediary in connection with this Lease.

ARTICLE XXIII
SUSPENSION AND DEBARMENT

Tenant represents and warrants that it is not suspended or debarred from consideration for contract awards by any governmental agency or otherwise excluded by the federal government from participating in this transaction.

ARTICLE XXIV
ENCUMBRANCE OF LEASEHOLD MORTGAGE

(a) Tenant shall have the right to pledge its leasehold estate under the Lease as security for indebtedness, whether by deed of trust, mortgage, collateral assignment, or other document (hereafter a “**Leasehold Mortgage**”) provided that: (a) Tenant shall give KSU prior notice of any such Leasehold Mortgage including without limitation the name and address of the Leasehold Mortgagee and true and correct copies of the note, Leasehold Mortgage, and other related agreements; and (b) the Leasehold Mortgage shall not affect or become a lien on KSU’s fee estate in the Premises.

(b) The following provisions apply as to any Leasehold Mortgage until such time that all obligations of Tenant under the Leasehold Mortgage have been completed and the Leasehold Mortgage is reconveyed or otherwise terminated in accordance with its terms.

(i) Except as to any right or remedy accorded to KSU under the Lease including the right to terminate the Lease upon Tenant’s default, KSU and Tenant shall not, without the prior written consent of the Leasehold Mortgagee, cancel or surrender the Lease or enter into any modification of any term of the Lease that would materially affect the Leasehold Mortgage or the Leasehold Mortgagee’s rights under the Leasehold Mortgage.

(ii) KSU shall serve a copy of any notice of Tenant default under this Lease upon the Leasehold Mortgagee, and no such notice shall be binding upon or affect the Leasehold Mortgagee unless a copy is given pursuant to this subdivision.

(iii) Leasehold Mortgagee’s Right to Cure:

(A) Subject to paragraphs (B)-(D) below and except that nothing herein shall be construed to allow the Leasehold Mortgagee to enter the Leased Premises prior to taking possession of the Leased Premises from Tenant, the Leasehold Mortgagee shall have the right at any time during the Term to do any act or thing required of Tenant under the Lease, whenever failure to do such act or thing would constitute a default under the Lease, and all such acts or things done and performed by the Leasehold Mortgagee shall be as effective to prevent a forfeiture of Tenant’s rights hereunder as if done by Tenant.

(B) With respect to a default by Tenant in the payment of Additional Rent or other sums due KSU under the Lease (“**Monetary Default**”), any election

of KSU to terminate this Lease or Tenant's right to possession shall be of no force or effect if such Monetary Default is cured by or on behalf of the Leasehold Mortgagee within ten (10) business days after the later of the giving of such notice of default to the Leasehold Mortgagee or the expiration of the applicable cure or grace period provided to Tenant.

(C) With respect to any default by Tenant other than a Monetary Default ("**Non-Monetary Default**"), any election of KSU to terminate this Lease or Tenant's right to possession shall be of no force or effect if such default is cured by or on behalf of the Leasehold Mortgagee within ten (10) business days after later of the giving of such notice of default to the Leasehold Mortgagee or the expiration of the appropriate cure period set forth in Article XII above.

(D) Notwithstanding the foregoing, if the Leasehold Mortgagee cannot cure a Non-Monetary Default unless it obtains possession of the Premises or acquires Tenant's interest under this Lease (any such default requiring such possession or acquisition to cure hereafter referred to as a "**Possession Default**"), then KSU shall not terminate this Lease or Tenant's right to possession for any such Possession Default so long as (1) Leasehold Mortgagee cures all other defaults within the period of time provided in Paragraphs (B) and (C) above; (2) all Monthly Rent and other sums due KSU under this Lease are paid and kept current by the Leasehold Mortgagee; (3) all other terms of this Lease are performed when and as required under this Lease; (4) the Leasehold Mortgagee takes prompt and diligent steps to institute, prosecute, and complete foreclosure proceedings or otherwise acquire Tenant's interest under this Lease, and, upon obtaining possession or acquiring Tenant's interest under this Lease, immediately cures all then-existing Possession Defaults; and (5) with regard to those events of default set forth in Section XII(b), Tenant or Leasehold Mortgagee has reimbursed KSU for any reasonable actions it has taken to cure such default and, with regard to any such default resulting in the loss, or threatened loss, of property insurance required to be carried hereunder, Leasehold Mortgagee provides KSU with evidence reasonably acceptable to KSU that, upon obtaining possession of the Premises or Tenant's interest under this Lease, Leasehold Mortgagee will be able to provide all insurance required hereunder.

(iv) Foreclosure by the Leasehold Mortgagee.

(A) For the purposes of this Article XXIV, a "Personal Default" shall mean any default by Tenant under this Lease that, by its nature, is personal to Tenant and that are not reasonably capable of being cured or performed by a Leasehold Mortgagee, its designee, or any successor tenant, including, without limitation, defaults arising from Tenant's bankruptcy or insolvency, or relating to Tenant's organizational status. For the avoidance of doubt, a Personal Default shall not include, without limitation, Tenant's failure to pay Additional Rent, or failure to maintain insurance and/or to perform maintenance obligations as required under

the Lease. The Leasehold Mortgagee shall, subject to the Permitted Use, have the right to realize on the security afforded by the Leasehold Mortgage as described in XXIV(a) above, by exercising foreclosure proceedings or power of sale or accepting an assignment of the Lease or other remedy afforded in law or in equity, all to the extent allowed by this Lease and the Leasehold Mortgage (collectively referred to as "**Foreclosure Sale**") and to transfer, convey, or assign the title of Tenant to the Leasehold estate created hereby to a Permitted Transferee at any such Foreclosure Sale (such purchaser including, if applicable, the Leasehold Mortgagee, hereinafter referred to as the "**Foreclosure Purchaser**"), and to acquire and succeed to the interest of Tenant hereunder by virtue of any such Foreclosure Sale; provided that the Leasehold Mortgagee has given all notices and opportunities to cure to Tenant required hereunder and/or by applicable law. Notwithstanding the foregoing, however, the Leasehold Mortgagee (1) shall not be entitled to conduct any auction, foreclosure, or other sale at or upon the Leased Premises; (2) shall not remove any fixtures without the consent of KSU, or furnishings, equipment, or other property on or at the Leased Premises owned by KSU, whether or not affixed thereto; and (3) shall conduct a unified sale of the leasehold interest, and all personal property collateral to a single purchaser.

(B) Upon any acquisition by the Foreclosure Purchaser of the Tenant's leasehold interest in the Leased Premises, the Foreclosure Purchaser shall be bound to KSU, and KSU shall be bound to the Foreclosure Purchaser under the terms, covenants, and conditions of the Lease, with the same force and effect as if the Foreclosure Purchaser were the original Tenant under the Lease, except that the Foreclosure Purchaser shall not be bound to cure Personal Defaults of Tenant and except that, if the Foreclosure Purchaser is the Leasehold Mortgagee, Leasehold Mortgagee's liability shall cease upon a Foreclosure Purchaser Assignment as defined in the next paragraph.

(C) If the Foreclosure Purchaser is the Leasehold Mortgagee, it may assign the leasehold interest (including all personal property transferred to such purchaser) if it obtains the prior written consent of KSU which consent shall not be unreasonably withheld or delayed on condition such transferee agrees to be bound by all terms and conditions of the Lease.

(v) In the event of termination of the Lease as a result of a rejection of the Lease in bankruptcy, KSU shall, at the Leasehold Mortgagee's written request, enter into a new lease identical in all material respects to the terminated Lease subject in any event to KSU's agreement to all terms and conditions of the new lease ("**New Lease**") with the Leasehold Mortgagee covering the Leased Premises if the Leasehold Mortgagee: (a) gives the notice of request within thirty (30) days after the termination; (b) accompanies the notice with a written instrument unconditionally guaranteeing that, upon execution of the New Lease, it will cure all Monetary Defaults of Tenant under the Lease and pay to KSU all costs including attorneys' fees incurred by KSU in connection with or resulting from any Tenant default, the termination, and the New Lease; (c) remedies all existing defaults under the

Lease immediately upon execution of the Lease for Monetary Defaults and within thirty (30) days after execution for Non-Monetary Defaults; and (d) accepts the Leased Premises in their then “as-is” condition without warranty of any kind from KSU. The New Lease (1) shall be executed no later than thirty (30) days after delivery of the notice of request; (2) shall be for the remainder of the Term; and (3) shall be effective as of the date of termination with possession to occur upon execution; and (4) shall be at the Rent and on the covenants, agreements, conditions, provisions, restrictions, and limitations contained in the terminated Lease (including any remaining available Renewal Terms). So long as Leasehold Mortgagee cures all defaults other than Personal Defaults, then no Personal Default of the prior tenant shall be deemed to be a default or breach under the New Lease.

(vi) No Leasehold Mortgagee shall be liable to perform Tenant’s obligations under this Lease until such Leasehold Mortgagee takes possession of the Leased Premises or any part thereof or acquires Tenant’s rights by foreclosure, assignment in lieu of foreclosure, or otherwise, subject, however, to the Leasehold Mortgagee’s right hereunder to cure any defaults of Tenant under the Lease.

(vii) Leasehold Mortgagee shall have the right to obtain estoppel certificates from KSU stating whether the Lease is in full force and effect whether the rent and other charges have been duly and fully paid in accordance with the terms of the Lease, and whether Tenant is in default under any of the terms, covenants, or conditions contained in the Lease, or whether any event has occurred which would, with the passage of time or giving of notice or both, constitute a default under any of the terms, covenants or conditions contained in the Lease.

(viii) If this Lease and the fee estate of the Leased Premises are ever commonly held, then they shall remain separate and distinct estates and shall not merge without consent by all Leasehold Mortgagees.

ARTICLE XXV **CONDEMNATION**

(a) If, during the Term, there is any taking of all or any part of the Leased Premises, any Improvements thereon or any interest in this Lease by (1) the exercise of any governmental power, whether by legal proceedings or otherwise, by any public or quasi-public authority, or private corporation or individual, having the power of condemnation (a “**Condemnor**”), or (2) a voluntary sale or transfer by KSU to any Condemnor, either under threat of condemnation or while legal proceedings for condemnation are proceeding (a “**Condemnation**”), the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 25.

(b) If the Leased Premises are totally taken by Condemnation, this Lease shall terminate on the effective date of taking. If any portion of the Leased Premises or the Improvements thereon are taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, following a reasonable amount of reconstruction, Tenant’s business cannot be conducted at an economically feasible level on the remaining portion

of the Leased Premises. Tenant must exercise its right to terminate by giving KSU written notice of its election within forty-five (45) days after the nature and extent of the taking are known. Such notice shall also specify the date of termination within 30 days of the taking or no later than the effective date of the condemnation, whichever is sooner.

(c) In the event of any Condemnation, Tenant reserves, and does not waive, all rights it may have under applicable law (including without limitation Ohio Revised Code Chapter 163) to compensation for its interest in the Leased Premises, the Improvements, and the Leasehold Estate. Tenant's rights to assert and recover such compensation shall survive any termination of this Lease pursuant to this Article 25

(d) Notwithstanding anything in this Lease to the contrary, if KSU exercises any powers of eminent domain it may have over the Leased Premises, then (i) Tenant shall be entitled to the entire award attributable to such Condemnation, and (ii) Tenant shall have the right to terminate this Lease in part or whole, as determined by Tenant in its reasonable discretion.

[The remainder of this page is left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Lease as of the date first set forth above.

LESSOR

KENT STATE UNIVERSITY

By: _____
Jeannie Reifsnyder
Interim Sr. Vice President for Finance
and Administration

ACKNOWLEDGMENT

State of Ohio, Portage County, ss:

On this _____ day of _____, 2026 before me personally appeared Jeannie Reifsnyder, who acknowledged that the foregoing document is being executed for and on behalf of Kent State University, acting on behalf of the State of Ohio, that the same is her own and Kent State University's free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of Kent State University.

Notary Public, State of Ohio
My Commission Expires _____

LESSEE
BIO-MED SCIENCE ACADEMY STEM
SCHOOL

By: _____

Title: <title>

ACKNOWLEDGMENT

State of Ohio, <county> County, ss:

On this _____ day of _____, 20<>, the foregoing instrument was acknowledged before me by <name of officer or agent, title of officer or agent> of <name of corporation, a<n> <state of incorporation> <type of entity>, on behalf of the <type of entity>. <Authorized signatory> acknowledges that <he/she> executed the foregoing instrument, that the same is <his/her> free and voluntary act and deed, and that <he/she> is duly authorized to enter into this instrument for and on behalf of the <type of entity>.

Notary Public, State of Ohio
My Commission Expires _____

Leasehold mortgagee hereby acknowledges Article XII (Default by Tenant; Termination by KSU), Article XIX (Notice), and Article XVIV (Encumbrance of Leasehold Mortgage):

LEASEHOLD MORTGAGEE

[LEASEHOLD MORTGAGEE]

By: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF BUILDING AND LEASED PREMISES

EXHIBIT "B"

DESCRIPTION OF ROTC PREMISES

EXHIBIT "C"

DESCRIPTION OF LESSEE PARKING

EXHIBIT "D"

ROTC PREMISES SUBLEASE

APPENDIX H

FORM OF APPROVING OPINION OF BOND COUNSEL

[Closing Date]

Portage County Port Authority
Ravenna, Ohio

Stifel, Nicolaus & Company, Incorporated
Columbus, Ohio

Argent Institutional Trust Company
Cincinnati, Ohio

Ladies and Gentlemen:

We have examined the transcript of proceedings (the “Transcript”) relating to the issuance by the Portage County Port Authority (the “Issuer”) of its \$_____ Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026 (the “Bonds”), dated _____, 2026.

The Bonds are being issued under the authority of Article VIII, Section 13 of the Ohio Constitution and Sections 4582.21 to 4582.60, inclusive, of the Ohio Revised Code (the “Act”) for the purpose of providing funds, together with other moneys available to the Bio-Med Science Academy STEM School (the “Borrower”), to finance and refinance “port authority facilities” within the meaning of the Act. The Bonds are being issued pursuant to Resolution No 2026-003 adopted by the Board of Directors of the Issuer on March 10, 2026 (the “Bond Resolution”) and a Trust Indenture dated as of _____ 1, 2026 (the “Indenture”) between the Issuer and Argent Institutional Trust Company, as trustee (the “Trustee”). The Bonds are payable solely from and secured exclusively by the funds pledged thereto under the Indenture, including the payments to be made by the Borrower pursuant to a Loan Agreement dated as of _____ 1, 2026 (the “Loan Agreement”) between the Issuer and the Borrower. The documents in the Transcript examined include executed counterparts of the Bond Resolution, the Indenture, the Loan Agreement, and the Tax Certificate and Agreement dated as of _____ 1, 2026 among the Borrower, the Issuer, and the Trustee, dated of even date herewith.

Based on the foregoing, we are of the opinion that under existing law:

1. The Bonds and the Loan Agreement have been duly authorized, executed and delivered by the Issuer, and constitute valid, binding and enforceable obligations of the Issuer, except that the binding effect and enforceability of the same are subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereinafter enacted to the extent constitutionally applicable, and to the exercise of judicial discretion in appropriate cases.

2. The Bonds constitute special obligations of the Issuer, and the principal of and interest and any premium on the Bonds (collectively, “debt service”) are payable solely from and secured exclusively by the funds pledged thereto under the Indenture, including the payments to be made by the Borrower pursuant to the Loan Agreement. The Bonds are not general obligations, debt or bonded indebtedness of the Issuer and the holders or owners of the Bonds will not be given the right, and have no right, to have excises or taxes levied by the Issuer for the payment of debt service thereon.

3. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended (the “Code”) and is not an item of tax

preference for purposes of the federal alternative minimum tax imposed on individuals. The Bonds are not “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

4. Interest on the Bonds, the transfer thereof, and any profit made on their sale, exchange or other disposition, are exempt from the Ohio personal income tax, the Ohio commercial activity tax, the net income base of the Ohio corporate franchise tax, and municipal, school district, and joint economic development district income taxes in Ohio.

We express no opinion regarding other tax consequences with respect to the Bonds, except as expressly set forth above. Under the Code, the exclusion of interest from gross income for federal income tax purposes can have certain adverse federal income tax consequences on items of income or deductions for certain taxpayers. The applicability and extent of these or other tax consequences will depend upon the particular tax status or other items of income and expenses of the holders of the Bonds. In giving the foregoing opinions, we have assumed and relied upon compliance by the Issuer and the Borrower with the covenants contained in the Transcript and the accuracy, which we have not independently verified, of the representations and certifications of the Issuer, the Borrower and others contained in the Transcript. The accuracy of those representations and certifications and the compliance by the Issuer and the Borrower with those covenants may be necessary for the interest on the Bonds to be, and continue to be, excluded from gross income for federal income tax purposes and for the other tax effects stated above. In addition, reference is made to our opinion of even date, being delivered in our capacity as counsel to the Borrower, with respect to, among other matters, the corporate existence of the Borrower, the power of the Borrower to enter into and perform its obligations under the Loan Agreement, the authorization, execution and delivery of the Loan Agreement by the Borrower, and the current qualification of the Borrower as an organization described in Section 501(c)(3) of the Code. We note that such opinion is subject to the limitations and conditions described therein. Failure of the Borrower to maintain its status as an organization described in Section 501(c)(3) of the Code or to use the assets financed or refinanced by the Bonds in activities of the Borrower that do not constitute unrelated trades or businesses of the Borrower within the meaning of Section 513 of the Code may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of issuance of the Bonds.

We express no opinion herein regarding (i) matters of title to the Project Site (as defined in the Loan Agreement), (ii) the accuracy, adequacy or completeness of any disclosure document relating to the Bonds, or (iii) the perfection or priority of any lien on any funds.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. We bring to your attention the fact that our legal opinions are an expression of our professional judgment and are not a guarantee of a result.

Respectfully submitted,

APPENDIX I

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”), dated as of July 1, 2026, is executed and delivered by and between Bio-Med Science Academy STEM School, an Ohio nonprofit corporation (the “Borrower”) and Argent Institutional Trust Company, as dissemination agent (the “Dissemination Agent”) in connection with the issuance by the Portage County Port Authority (the “Authority”) of its Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026 (the “Bonds”). The Bonds are being issued pursuant to a Trust Indenture dated as of July 1, 2026 (the “Indenture”) by and between the Authority and Argent Institutional Trust Company, as trustee (the “Trustee”). The proceeds of the Bonds are being loaned by the Authority to the Borrower pursuant to a Loan Agreement dated as of July 1, 2026 (the “Loan Agreement”). Pursuant to the Loan Agreement, the Borrower has covenanted and agreed to provide the continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events.

Section 1. Purpose of Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Borrower for the benefit of the Registered Owners of the Bonds (for such purpose beneficial owners of the Bonds shall also be considered Registered Owners of the Bonds) and to assist Stifel, Nicolaus & Company, Incorporated (the “Participating Underwriter”), in complying with the Rule.

Section 2. Defined Terms. In addition to the definitions set forth in the Indenture or the Loan Agreement, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

“*Authority*” means the Portage County Port Authority, its successors and assigns.

“*Beneficial Owner*” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Bonds*” means the Portage County Port Authority Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026.

“*Borrower*” means Bio-Med Science Academy STEM School, an Ohio nonprofit corporation.

“*Disclosure Representative*” shall mean the Chief Administrative Officer of the Borrower or such other officer, agent or employee as the Borrower shall designate in writing to the Dissemination Agent from time to time.

“*Dissemination Agent*” means Argent Institutional Trust Company, as dissemination agent under this Disclosure Undertaking, its successors and assigns.

“*EMMA*” means the Electronic Municipal Market Access system operated by the MSRB and the primary portal for complying with the continuing disclosure requirements of the Rule.

“*Events Notices*” means the notices required to be given by the Borrower pursuant to Section 5 of this Disclosure Undertaking.

“Financial Obligation” means: (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the Repository consistent with the Rule.

“Fiscal Year” means the twelve month accounting period used with respect to the operations of the Borrower ending June 30 of each year; provided, however, the Borrower, by resolution duly passed, may change such accounting period to end on another date if such change is found and determined to be necessary or appropriate for budgetary or other fiscal purposes.

“Indenture” means the Trust Indenture, dated as of July 1, 2026, between the Authority and the Trustee.

“Listed Event” means any of the events listed in subsection (a) and subsection (b) of Section 5 hereof.

“Loan Agreement” means the Loan Agreement, dated as of July 1, 2026, between the Authority and the Borrower.

“MSRB” means the Municipal Securities Rulemaking Board, located at 1300 I Street NW, Suite 1000, Washington, DC 20005, its successors and assigns.

“Official Statement” means the Official Statement dated as of [____], 2026, relating to the Bonds.

“Participating Underwriter” means Stifel, Nicolaus & Company, Incorporated, as original purchaser of the Bonds, its successors and assigns.

“Quarterly Report” means the financial information and operating data provided by the Borrower pursuant to Sections 6 and 7 of this Disclosure Undertaking.

“Repository” means EMMA.

“Rule” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as amended or supplemented by the SEC from time to time.

“SEC” means the Securities and Exchange Commission, its successors and assigns.

“Trustee” means Argent Institutional Trust Company, its successors and assigns.

Section 3. Provision of Annual Report.

(a) The Borrower shall provide, or shall cause the Dissemination Agent to provide, to the MSRB, not later than December 31 after the end of the Borrower’s Fiscal Year, commencing with the Fiscal Year ending June 30, 2027 (except as hereinafter provided), an Annual Report containing the requirements of Section 4 of this Disclosure Undertaking. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the Borrower (and any information determined from the audited financial statement) may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Borrower’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(d). The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify Bonds by name and CUSIP number, if available.

(b) The Borrower shall be responsible for the preparation of the Annual Report. Not later than five (5) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Borrower shall provide the Annual Report to the Dissemination Agent. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Borrower to determine if the Borrower is or expects to be in compliance with the first sentence of subsection (a) above.

(c) Unless already provided to the MSRB by the Borrower pursuant to Section 3(a) above, the Dissemination Agent shall transmit the Annual Report to the MSRB in electronic format accompanied by identifying information as prescribed by the MSRB.

(d) The Borrower shall provide, or shall cause the Dissemination Agent to provide, to the MSRB, not later than December 31, 2026, for the Borrower's Fiscal Year ended June 30, 2026, an Annual Report containing the requirement of Section 4(a)(i) of this Disclosure Undertaking.

Section 4. Content of Annual Reports.

(a) The Annual Report shall be in a format suitable for filing with the MSRB and shall contain or include by reference the following:

(i) The audited financial statements of the Borrower, prepared in accordance with generally accepted accounting principles applicable to nonprofit corporations from time to time, if available. If Audited Financial Statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the Borrower's audited financial statements, and the Audited Financial Statements shall be filed in the same manner as the Annual Report when they become available.

[TABLES TO BE UPDATED/CONFIRMED]

(ii) Fiscal Year data for the table entitled "Table 1 – Leadership Team" in Appendix A to the Official Statement under the caption "MANAGEMENT, GOVERNANCE AND STAFFING – Organizational Structure and Leadership Team."

(iii) Fiscal Year data for the table entitled "Table 2 – Governing Board" and contained in Appendix A to the Official Statement under the caption "MANAGEMENT, GOVERNANCE AND STAFFING – Organizational Structure and Leadership Team."

(iv) Fiscal Year data for the table entitled "Table 3 – Employment and Staffing" and contained in Appendix A to the Official Statement under the caption "MANAGEMENT, GOVERNANCE AND STAFFING – Staffing and Teacher Retention."

(v) The number of families on the waiting list for admission to the School for the Fiscal Year.

(vi) Fiscal Year data for the table entitled "Table 6 – Enrollment by Grade" and contained in Appendix A to the Official Statement under the caption "THE SCHOOL – Admissions, Enrollment, Attendance. Demographics and Student Retention."

(vii) Fiscal Year data for the table entitled "Table 8 – Student Demographics" and contained in Appendix A to the Official Statement under the caption "THE SCHOOL – Admissions, Enrollment, Attendance. Demographics and Student Retention."

(viii) Fiscal Year data for the table entitled “Table 9 – Historical Student Retention” and contained in Appendix A to the Official Statement under the caption “THE SCHOOL – Admissions, Enrollment, Attendance. Demographics and Student Retention.”

(ix) Fiscal Year data for the table entitled “Table 12 – School Report Card” and contained in Appendix A to the Official Statement under the caption “THE SCHOOL – Academic Outcomes for the School.”

(x) Fiscal Year data for the table entitled “Table 16 – Competing Schools” and contained in Appendix A to the Official Statement under the caption “THE SCHOOL – Nearby Schools.”

(xi) Fiscal Year data for the table entitled “Table 21 – State Foundation Aid” and contained in Appendix A to the Official Statement under the caption “OPERATING AND FINANCIAL INFORMATION – State Aid Payments.”

(xii) A narrative description of:

- a. Any plans to expand the grade levels, enrollment, or campuses served by Bio-Med Science Academy STEM School or the Facilities;
- b. Plans to change the Borrower’s organizational structure;
- c. Any existing and/or pending litigation that has arisen since the last such Annual Report;
- d. Any activities that may constitute noncompliance with the Borrower’s STEM designation or any formal notices received regarding violations of that STEM designation; and
- e. Any significant decrease in the level of funding received by the Borrower from the State Compliance Officer.

(xiii) Any significant changes in marketplace competition faced by Bio-Med Science Academy STEM School.

(xiv) A description of:

- a. Any changes to the STEM designation, including material revisions to or decisions of the sponsor to terminate, non-renew, extend, or renew the STEM designation; and
- b. Any STEM designation renewal or modification application submitted and expected timeline for a decision on such application, if any, during such fiscal year.

(b) Any or all of the items listed above may be included by specific reference to other documents, including any official statement or prospectus of debt issues for the benefit of the Borrower or related public entities, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Borrower shall clearly identify each such other document so included by reference. The Borrower is solely responsible for the content and format of the Annual Report, and the Dissemination Agent shall have no liability or responsibility for content, format, accuracy or completeness of such Annual Report.

(c) If any Annual Information or Audited Information relating to the Borrower referred to in paragraph (a) of this Section 4 no longer can be provided because the operations to which they relate have been materially changed or discontinued, a statement to that effect, provided by the Borrower to the MSRB, along with any other Annual Information or Audited Information required to be provided under this Disclosure Undertaking, shall satisfy the undertaking to provide such Annual Information or Audited Information. To the extent available, the Borrower shall cause to be filed along with other Annual Information or Audited Information operating data similar to that which can no longer be provided.

(d) Any or all of the Disclosure Reports may be incorporated by reference from other documents, including official statements, which have been submitted to the Repository. If the Disclosure Report information is changed or this Disclosure Undertaking is amended in accordance with its terms, then the Borrower is to include in the next Disclosure Report to be delivered thereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

Section 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the Borrower shall give, or cause to be given, notice of the occurrence of any of the following events with respect to Bonds, if material:

(i) non-payment related defaults;

(ii) modifications to rights of Bondholders;

(iii) Bond calls;

(iv) unless described in Section 5(b)(vii) below, other material notices or determinations with respect to the tax exempt status of the Bonds or other events affecting the tax exempt status of the Bonds;

(v) release, substitution or sale of property securing repayment of Bonds;

(vi) the consummation of a merger, consolidation or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower (other than in the ordinary course of business) or the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions other than in accordance with its terms;

(vii) appointment of a successor or additional trustee or change in name of a trustee; or

(viii) incurrence of a Financial Obligation of the Borrower or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Borrower, any of which affect security holders.

(b) Pursuant to the provisions of this Section 5, the Borrower shall give, or cause to be given, notice of the occurrence of any of the following events with respect to Bonds:

(i) principal and interest payment delinquencies;

(ii) defeasances;

- (iii) rating changes;
- (iv) unscheduled draws on debt service reserves reflecting financial difficulties;
- (v) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (vi) substitution of credit or liquidity providers, or their failure to perform;
- (vii) adverse tax opinions affecting the tax exempt status of the Bonds, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB);
- (viii) tender offers;
- (ix) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Borrower, any of which reflect financial difficulties; and
- (x) bankruptcy, insolvency, receivership or a similar proceeding by the Borrower.

For purposes of the event identified in clause (ix) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower.

(c) Upon the occurrence of a Listed Event specified in Section 5(a), the Borrower shall as soon as possible determine if such event would be material. The Dissemination Agent shall have no responsibility for such determination.

(d) If the Borrower has determined that the occurrence of a Listed Event specified in Section 5(a) would be material, or upon the occurrence of a Listed Event specified in Section 5(b), the Borrower or its agent shall notify the Dissemination Agent in writing within three business days of the occurrence of such event in a format suitable for filing with the MSRB, with instructions to the Dissemination Agent to file a notice of the occurrence of such Listed Event pursuant to subsection (e).

(e) If the Dissemination Agent has been instructed in writing by the Borrower to report the occurrence of a Listed Event and has received a notice of the occurrence in a format suitable for filing with the MSRB, the Dissemination Agent shall file such notice with the MSRB with a copy to the Participating Underwriter in a timely manner not in excess of ten business days after the occurrence of the event.

Section 6. Provision of Quarterly Reports.

(a) The Borrower agrees to provide, or shall cause the Dissemination Agent to provide, to the MSRB, not later than May 30 for the fiscal quarter ending March 30, August 30 for the fiscal quarter ending June 30, November 30 for the fiscal quarter ending September 30 and February 28 for the fiscal quarter ending December 30 of each of the Borrower's fiscal quarters, commencing with the fiscal

quarter ending June 30, 2026, a Quarterly Report which is consistent with the requirements of Section 7 of this Disclosure Undertaking. The Quarterly Report may be submitted as a single document or as separate documents constituting a package, and may include by reference other information as provided in Section 7 of this Disclosure Undertaking.

(b) The Borrower shall be responsible for the preparation of the Quarterly Report. Not later than five (5) business days prior to the date specified in subsection (a) for providing the Quarterly Report to the MSRB, the Borrower agrees to provide the Quarterly Report to the Dissemination Agent. If by such date, the Dissemination Agent has not received a copy of the Quarterly Report, the Dissemination Agent shall contact the Borrower to determine if the Borrower is or expects to be in compliance with the first sentence of subsection (a) above.

(c) The Dissemination Agent shall transmit the Quarterly Report to the MSRB in electronic format accompanied by identifying information as prescribed by the MSRB.

Section 7. Content of Quarterly Reports.

(a) The Borrower's Quarterly Report shall be in a format suitable for filing with the MSRB and shall contain or include by reference the following:

- (i) During the construction of the Project described in the final Official Statement for the Bonds (the "Project"), the percentage of the Project completed to such date;
- (ii) During the construction of the Project, the funds expended for the Project to date, funds remaining on deposit for the Project, and the estimated funds necessary to complete the Project;
- (iii) During the construction of the Project, the then-contemplated timeline for completion of the Project;
- (iv) During the construction of the Project, a description of any changes in anticipated timing or cost from the construction report for the prior quarter.
- (v) The unaudited financial statements and operating data for the Borrower for the previous fiscal quarter of the type and in the format provided in audited financial statements of the Borrower for the prior Fiscal Year.
- (vi) Enrollment data by grade for the previous fiscal quarter.
- (vii) For the final fiscal quarter of each Fiscal Year, a copy of the Borrower's budget for the subsequent Fiscal Year.
- (viii) A year-to-date comparison of the revenues and expenditures in the unaudited financial statements to the annual budget for the Borrower.
- (ix) Recommendations of any consultant received in accordance with the Loan Agreement during such fiscal quarter.
- (x) Notice of any threatened termination of any STEM designation, license, charter or other official approval or accreditation which is material to the activities of the Borrower, or of the commencement of any litigation or other governmental or judicial proceeding in which an outcome adverse to the

Borrower could result in a judgment in excess of available insurance coverage or otherwise have a material adverse effect on the operations or financial condition of the Borrower, and any other event which reasonably could be expected to have a material adverse effect on the operations or financial condition of the Borrower.

- (xi) Management discussion of any significant variance between budgeted and actual revenues and expenditures during the previous fiscal quarter.
- (xii) Any change in key management personnel for the Borrower's leadership team.

(b) Any or all of the items listed in subsection (a) above may be included by specific reference to other documents, including any official statement or prospectus of debt issues for the benefit of the Borrower or related public entities, which have been submitted to each of the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Borrower shall clearly identify each such other document so included by reference. The Borrower is solely responsible for the content and format of the Quarterly Report, and the Dissemination Agent shall have no liability or responsibility for content, format, accuracy or completeness of such Quarterly Report.

Section 8. Use of EMMA. Any filings required to be made with or notices to be given to the MSRB under this Disclosure Undertaking shall be effected by sending the filing or notice to EMMA at www.emma.msrb.org in an electronic format accompanied by identifying information as prescribed by the MSRB, or to such other entity and in such other format as may be designated under the Rule. The Dissemination Agent agrees to comply with the provisions of EMMA in making such filings and giving such notices under this Disclosure Undertaking

Section 9. Termination of Reporting Obligation. The obligations of the Borrower and the Dissemination Agent under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption, prepayment or payment in full of all of Bonds. If such termination occurs prior to the final maturity of Bonds, the Borrower shall give notice of such termination in the same manner as for a Listed Event under Section 5(d) hereof.

Section 10. Annual Conference Calls. The Borrower shall schedule annual conference calls (following the end of the 2026-27 Fiscal Year) for Beneficial Owners to be held during normal business hours (for prevailing Eastern Time), and shall provide the Dissemination Agent and the Participating Underwriter with a notice of date and time for such call and contact telephone information.

Section 11. Failure to File. If the Borrower does not provide to the Dissemination Agent a copy of an Annual Report or Quarterly Report by the applicable dates required herein, the Dissemination Agent in a timely manner shall send a notice to the Borrower and the Participating Underwriter, and provide to the MSRB, in substantially the form attached as Exhibit A. If the Borrower files any report directly with MSRB, the Borrower shall promptly provide the Dissemination Agent with a confirmation or documentation reasonably required by the Dissemination Agent confirming that the filing of such report was made in a timely manner on or before the date required herein (or if not as of such date, specifying the date of filing) and that such filing contained the information required by this Disclosure Undertaking

Section 12. Dissemination Agent. The Borrower may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Borrower pursuant to this Disclosure Undertaking. If at any time there is not any other designated

Dissemination Agent, the Borrower shall be the Dissemination Agent. The initial Dissemination Agent shall be Argent Institutional Trust Company. The Dissemination Agent may resign its duties under this Disclosure Undertaking upon 60 days prior written notice to the Borrower.

Section 13. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Borrower and the Dissemination Agent may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original execution and delivery of Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The proposed amendment or waiver either (i) is approved by the Holders of Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel or another party unaffiliated with the Borrower, materially impair the interests of the Holders or Beneficial Owners of Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the Borrower shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Borrower. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, notice of such change shall be given in the same manner as for a Listed Event under Section 5(d).

Section 14. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Borrower chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the Borrower shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 15. Default. In the event of a failure of the Borrower or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, the Dissemination Agent (at the written direction of the Holders of not less than 25% in aggregate principal amount of Bonds then outstanding and upon being indemnified to its satisfaction therefor) shall, or the Participating Underwriter or any Holder of Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Borrower or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under Bonds, the Indenture, or the Loan Agreement, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Borrower or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance. The Dissemination Agent shall not be required to take any action whatsoever to cause the Borrower to comply with its obligations under this Dissemination Agreement other than those specifically set forth herein.

Section 16. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and no implied covenants or obligations of the Dissemination Agent shall arise in this Disclosure Undertaking. The Borrower agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, fees, expenses and liabilities which it may incur arising out of the disclosure of information pursuant to this Disclosure Undertaking or arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct, as the case may be. The obligations of the Borrower under this Section shall survive resignation or removal of the Dissemination Agent, termination of this Disclosure Undertaking and payment of Bonds. The Dissemination Agent shall have no liability for the Borrower's failure to report any event or any financial information or operating data as to which the Borrower has not provided an information report in format suitable for filing with the MSRB. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in a fiduciary capacity. The obligations of the Borrower under this Section shall survive resignation of the Dissemination Agent or the termination of this Dissemination Agreement. In the absence of bad faith on its part, the Dissemination Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Dissemination Agent by the Disclosure Representative and conforming to the requirements of this Disclosure Undertaking. In the case of any Annual Reports or description of any Listed Events, or any opinions which by any provision hereof are specifically required to be furnished to the Dissemination Agent, the Dissemination Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Disclosure Undertaking, but shall be under no duty to verify independently or investigate the accuracy or completeness of any information contained therein or the correctness of any opinion furnished hereunder. No provision of this Disclosure Undertaking shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the Disclosure Representative. The Dissemination Agent may consult with counsel of its choice and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon, it being understood that for purposes of this provision, that such counsel may be counsel to the Borrower. The Borrower shall not be liable for the fees and expenses of any such counsel consulted by the Dissemination Agent without the prior consent of the Borrower. The Dissemination Agent shall not be bound to make any investigation into the facts or matters stated in and Annual Report or description of a Listed Event. To the extent not otherwise provided in this Disclosure Undertaking, the Dissemination Agent shall be entitled to discharge its obligation hereunder in like manner as specified in the Indenture for the discharge of the obligations of the Trustee thereunder.

Section 17. Notices. Any notices or communications to or among any of the parties to this Disclosure Undertaking may be given as follows:

To the Borrower:	Bio-Med Science Academy STEM School Attention: Chief Administrative Officer 4211 St. Rt. 44 Rootstown, Ohio 44272

To the Dissemination Agent:	Argent Institutional Trust Company [] [] []

A copy of each notice shall be sent to the Participating Underwriter as follows:

Stifel, Nicolaus & Company, Incorporated
Attn: John Kim
2121 Avenue of the Stars, Suite 2150
Los Angeles, CA 90067

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 18. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Borrower, the Dissemination Agent, the Participating Underwriter, the Trustee and Holders and Beneficial Owners from time to time of Bonds, and shall create no rights in any other person or entity.

Section 19. Fees and Expenses. Except to the extent limited by Section 13 hereof, the Dissemination Agent shall be entitled to payment and reimbursement from the Borrower for its services rendered hereunder and all rightful advances and other expenses reasonably made or incurred by the Dissemination Agent.

Section 20. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 21. Choice of Law. This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Ohio, provided that to the extent this Disclosure Undertaking addresses matters of federal securities laws, including the Rule, this Disclosure Undertaking shall be construed in accordance with such federal securities laws and official interpretations thereof.

Section 22. Severability. If any portion of this Disclosure Undertaking shall be held invalid or inoperative, then, so far as is reasonable and possible (i) the remainder of this Disclosure Undertaking shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 23. Other Instruments. The Borrower and the Dissemination Agent covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Disclosure Undertaking.

Section 24. Captions, Titles, and Headings. The captions, titles, and headings used in this Disclosure Undertaking are for convenience only and shall not be construed in interpreting this Disclosure Undertaking.

Section 25. Entire Agreement. This Disclosure Undertaking contains the entire understanding among the parties and supersedes any prior understandings or written or oral agreements between them respecting the subject matter of this Disclosure Undertaking.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Continuing Disclosure Undertaking as of the date first written above.

**ARGENT INSTITUTIONAL TRUST
COMPANY**, as Dissemination Agent

By: _____
Authorized Officer

**BIO-MED SCIENCE ACADEMY STEM
SCHOOL**, an Ohio nonprofit corporation

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO REPOSITORIES OF FAILURE TO
FILE ANNUAL OR QUARTERLY REPORT**

Name of Issuer: Portage County Port Authority

Name of Bond Issue: Revenue Bonds (Bio-Med Science Academy STEM School Project), Series 2026

Dissemination Agent: Argent Institutional Trust Company

Name of Borrower: Bio-Med Science Academy STEM School

Date of Issuance: July [], 2026

NOTICE IS HEREBY GIVEN that the Borrower has not provided an [Annual Report][Quarterly Report] with respect to the above-named Bonds as required by the Continuing Disclosure Undertaking, dated as of July 1, 2026, between the undersigned Dissemination Agent and the Borrower. The Borrower anticipates that the [Annual Report] [Quarterly Report] will be filed by _____.

Dated: _____

ARGENT INSTITUTIONAL TRUST COMPANY,
as Dissemination Agent

By: _____
Its: Authorized Officer

cc: Stifel, Nicolaus & Company, Incorporated

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APPENDIX J

BOOK-ENTRY SYSTEM

The Depository Trust Company (“DTC”), will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of each Series of Bonds, each in the aggregate principal amount of that maturity of Bonds, and will be deposited with DTC. If, however, the aggregate principal amount of any series and maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such series and maturity.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2026 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Borrower believes to be reliable, but neither the Authority nor the Borrower take responsibility for the accuracy thereof

