EXHIBIT B

PROJECT FUND DISBURSEMENT REQUEST

STATEMENT NO. **07** REQUESTING DISBURSEMENT OF FUNDS FROM THE PROJECT FUND PURSUANT TO THE TRUST AGREEMENT BETWEEN THE CLEVELAND-CUYAHOGA COUNTY PORT AUTHORITY AND U.S. BANK NATIONAL ASSOCIATION, TRUSTEE

Pursuant to the Lease-Purchase Agreement (the "Lease") between the County of Cuyahoga, Ohio and U.S. Bank National Association, as trustee and lessor by assignment from the Cleveland-Cuyahoga County Port Authority (the "Port Authority") and Section 5.02 of the Trust Agreement ("Agreement") between the Port Authority and U.S. Bank National Association ("Trustee"), each dated as of May 1, 2014, the undersigned Authorized County Officer hereby requests and authorizes the Trustee as depository of the Project Fund to pay to the County or to the person(s) listed on the Disbursement Schedule attached hereto out of the moneys deposited in the Project Fund the aggregate sum of **$7,912,949.65** to pay such person(s) or to reimburse the County in full, as indicated in the Disbursement Schedule, for the advances, payments and expenditures made by it in connection with the acceptance of the Leased Property (as defined in the Lease) listed in the Disbursement Schedule.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

(a) Each item of Leased Property for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Lease and the Agreement and none of such items has formed the basis for any disbursement heretofore made from said Project Fund. [This disbursement constitutes payment for Pre-Opening Expenses and is properly payable from the Cash Account of the Project Fund.]

(b) Each item of Leased Property for which disbursement is requested hereunder is for work performed or equipment or materials supplied under the Contracts, as defined in the Trust Agreement, and the Trustee is the Lessor (by assignment) under the Lease of such Leased Property to which such Contracts relate and in the case of any motor vehicles the proper notation of the Trustee interest as owner Lessor, has been made on the certificate of title for such motor vehicle.

(c) Each such item is or was necessary in connection with the acquisition, construction and installation of the Leased Property, as described in the Lease.

(d) The contractor performing work or supplying equipment or materials for which disbursement is requested has satisfactorily completed the work or provided the equipment or materials for which disbursement is requested.

(e) The County has received, or will concurrently with payment receive, appropriate waivers of any mechanics' or other liens with respect to each such item for which disbursement is requested hereunder, and the Leased Property is subject to no liens or encumbrances.

(f) After payment of the amount requested hereby, the moneys remaining in the Project Fund, together with other funds available to the County for the purpose, will be sufficient to pay all remaining Project Costs under the Contracts and the construction costs relating to installation of the Leased Property.

(g) This statement constitutes the approval of the County of each disbursement hereby requested and authorized.

(h) The disbursement request relates to a payment for Leased Property not previously made; the funds remaining in the Project Fund, together with other funds available to the County for the purpose, are sufficient to acquire the remaining Leased Property; Lessee is not in default hereunder and all representations and warranties made herein are true and correct as of the date of certification as if made on such date; and the Leased Property is free of all liens and encumbrances.

This _____ day of _____, _____.

_____
Authorized County Officer

DISBURSEMENT SCHEDULE

To Statement No. **07** requesting and authorizing disbursement of funds from the Project Fund pursuant to Section 5.02 of the Trust Agreement dated as of May 1, 2014 between the Port Authority and U.S. Bank National Association.

PAYEE	AMOUNT	PURPOSE
Turner/Ozanne/VAA-A Joint Venture	$7,516,777.00	Design Build Services through October 31, 2014
Cooper Carry	86,431.62	Professional Services and Reimbursable Expenses through October 31, 2014
Project Management Consultants	100,511.88	Owner's Representative Services through October 30, 2014
Thompson Hine	20,000.00	Project Legal Services through October 31, 2014
Bray Whaler	10,618.73	FF&E Procurement Consultation Services through October 20, 2014
PSI	33,851.00	Materials Testing Services through October 31, 2014
Hilton Management LLC	4,800.69	Pre-Opening Expenses through October 31, 2014
The Illuminating Company	267.73	Temporary Electrical Service from September 20 to October 22, 2014
The City of Cleveland	6,450.00	Plan Processing Fee and Zoning Fee for Permit B14030900
The Illuminating Company (FE Service Co)	133,241.00	Labor & Equipment for Installation of Electric Service per Invoice 90425064