

**CITY COUNCIL
CITY OF WASHINGTON COURT HOUSE
FAYETTE COUNTY, OHIO**

ORDINANCE 18-2022

**AN ORDINANCE APPROVING A COOPERATIVE
GRANT AGREEMENT**

WHEREAS, Ohio Revised Code Chapter 715 (the “Act”) empowers certain political subdivisions to form joint economic development districts to share in the costs of improvements for economic development purposes; and

WHEREAS, pursuant to the Act and Ordinance No. 2-2020, passed by the City Council (the “Council”) on March 25, 2020, the City of Washington Court House, Fayette County, Ohio (the “City”) is party to the Jefferson Township-Washington Court House Joint Economic Development District Agreement dated May 18, 2020 (the “JEDD Agreement”) by and between the City and Jefferson Township, Fayette County, Ohio (the “Township”), which JEDD Agreement creates and provides for the operation of a joint economic development district (the “District”) known as the Jefferson Township-Washington Court House Joint Economic Development District; and

WHEREAS, pursuant to the JEDD Agreement, the Board of Directors of the District currently imposes a 1.95% tax on income withheld from employees working within the District and on net business profits of businesses operating within the District; and

WHEREAS, pursuant to Ohio Revised Section 715.72(L), the City and the Township intend to amend the JEDD Agreement to add certain additional real property depicted on Exhibit B attached hereto and located aithin the Township (the “Additional Property”) to the territory of the District; and

WHEREAS, the Honda Development & Manufacturing of America, LLC (the “Company”) has acquired, or intends to acquire, the Additional Property with the intention of developing thereon an advanced, state-of-the-art manufacturing facility, together with related structures and administrative office facilities (collectively, the “Project”); and

WHEREAS, pursuant to the terms of a Cooperative Grant Agreement (the “Cooperative Grant Agreement”), a copy of which is attached to this Ordinance as Exhibit A, the City, the Township, the District, and the Company intend for the City to receive a fifty-percent (50%) share of the District’s income tax revenues collected (applicable to personal income tax and business net profits tax and after payment of certain administrative expenses) from all persons employed or businesses operating within the Additional Property for a period of thirty (30) years,

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commencing January 1, 2023, and the City intends, subject to appropriation annually and solely from the revenues provided therein, to make such share available to the Company pursuant to the terms of the Cooperative Grant Agreement;

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Washington Court House, Fayette County, State of Ohio, that:

SECTION 1. The Council approves the Cooperative Grant Agreement in substantially the form attached to this Ordinance as Exhibit A and authorizes and directs the City Manager to sign the Cooperative Grant Agreement. The City Manager and the Clerk of Council are jointly authorized and directed to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Ordinance.

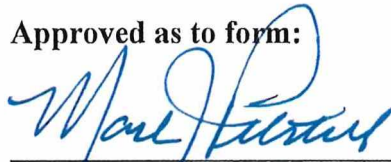
SECTION 2. This Council hereby finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including Ohio Revised Code Section 121.22.

First Reading: October 26, 2022
Second Reading: October 27, 2022
Third Reading: October 28, 2022

Passed: October 28, 2022

Effective: October 28, 2022

Approved as to form:



Law Director

Signed:



Council Chairperson

Attest:



Clerk of Council


AUTHENTICATION

This is to certify that this Ordinance was duly adopted and filed with the Clerk of Council of the City of Washington Court House, this 28th day of October 2022.


Clerk of Council

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Washington Court House, Fayette County, Ohio.


Clerk of Council

Dated: October 28, 2022

EXHIBIT A

COOPERATIVE GRANT AGREEMENT

COOPERATIVE
GRANT AGREEMENT

This Cooperative Grant Agreement (the “Agreement”) is entered into so as to be effective on the last date of signature below (the “Effective Date”), by and among the **CITY OF WASHINGTON COURT HOUSE, OHIO**, a municipal corporation duly organized and validly existing under the Constitution, its Charter, and laws of the State of Ohio, with offices located at 105 North Main Street, Washington Court House, Ohio 43160 (the “City”), **JEFFERSON TOWNSHIP, OHIO**, a township located in Fayette County, Ohio duly organized and validly existing under the Constitution and laws of the State of Ohio, with offices located at 28 South Main Street, Jeffersonville, Ohio 43128 (the “Township”), the **BOARD OF DIRECTORS OF THE JEFFERSON TOWNSHIP – WASHINGTON COURT HOUSE JOINT ECONOMIC DEVELOPMENT DISTRICT** (the “JEDD Board”), a public body organized and existing under the provisions of Ohio Revised Code (“R.C.”) Sections 715.72 – 715.81 with offices located at 105 North Main Street, Washington Court House, Ohio 43160, and Honda Development & Manufacturing of America, LLC, an Ohio limited liability company with offices located at 24000 Honda Parkway, Marysville, Ohio 43040 (the “Company”). The City, the Township, the JEDD Board and the Company may be referred to herein individually as a “Party” and together as the “Parties”.

WITNESSETH THAT:

WHEREAS, the Company, prior to the planned assignment to the Joint Venture Company described below, has acquired, or intends to acquire, all or part of several tax parcels of land consisting of approximately +/- 454 acres located in the Township as generally shown on **Exhibit A** (the “Property”) with the intention of developing thereon an advanced, state-of-the-art manufacturing facility, together with related structures and administrative office facilities (collectively, the “Project”); and

WHEREAS, the Project is anticipated to include: (i) a capital investment by or on behalf of the Company of approximately \$3,500,000,000, which will include, machinery and equipment, building costs and other costs, and (ii) the employment of an estimated two thousand two hundred (2,200) permanent employee positions; and

WHEREAS, the Company’s decision to develop the Project depends on the availability of certain economic development incentives, including the JEDD Incentives (defined below); and

WHEREAS, pursuant to R.C. Sections 715.72 – 715.81 (the “JEDD Statutes”), the City and Township entered into the Jefferson Township – Washington Court House Joint Economic Development District Contract dated May 18, 2020 (the “JEDD Contract”), which established the Jefferson Township – Washington Court House Joint Economic Development District (the “JEDD”) on certain real property within the Township (the “District”).

WHEREAS, pursuant to the JEDD Contract, the JEDD Board imposed a 1.95% tax on income withheld from employees working within the District and on net business profits situated to the District.

WHEREAS, the City and Township intend to amend the JEDD Contract in order to: (i) expand the District to include the Property, (ii) adjust the allocations of JEDD income tax revenue with respect to the Property (the "Actual Tax Revenues" as further defined below) to reflect that, of the Distributable Revenue as defined in the JEDD Contract, during calendar years 2023 through 2052, 50% shall go to the City Grant Fund, as defined herein, 25% shall go to the City for use in accordance with the JEDD Contract (the "City Share"), and 25% shall go to the Township, and during 2053 and any time thereafter, the allocations shall be divided equally between the City and the Township for use in accordance with the JEDD Contract; (iii) enable the City, JEDD Board and Township to provide the JEDD Incentives to the Company under the terms of this Agreement, (iv) extend the term of the JEDD Contract through December 31, 2059, with renewals thereafter in accordance with Section 6 of the JEDD Contract, and (v) provide that, during calendar years 2023 through 2025, the City Share shall be paid to the Township pursuant to separate written contract by and between the City and the Township.

WHEREAS, a copy of the proposed amendment to the JEDD Contract is attached to this Agreement as **Exhibit B** (the "Amended JEDD Contract").

WHEREAS, following the execution of this Agreement and execution and delivery by the Company of the Petition, as defined below, the City and Township intend to take all steps required to approve and execute the Amended JEDD Contract, substantially in the form attached hereto as Exhibit B, and without any changes detrimental to the Company or otherwise inconsistent with this Agreement.

WHEREAS, pursuant to the terms of this Agreement, including, but not limited to, the provision of the JEDD Incentives provided to the Company hereunder, the Company is willing to support the expansion of the District to include the Property and execute a petition in the form of the attached **Exhibit C** (the "Petition"), as the sole owner of real property within the Property as of the date of the Petition, to support the incorporation of the Property into the District through the Amended JEDD Contract and the JEDD Statutes.

WHEREAS, pursuant to the terms of this Agreement, the Parties have agreed that: (i) the City annually shall grant the Company up to the amount deposited in the City Grant Fund for a period of thirty (30) years, commencing January 1, 2023 (the "Annual City Grant"), and (ii) the City, the Township and the JEDD Board hereby agree to provide the services and infrastructure described in the Amended JEDD Contract (collectively with the Annual City Grant, the "**JEDD Incentives**").

WHEREAS, the JEDD income tax rate shall be adjusted from time to time by the JEDD Board to match the rate applicable within the City in accordance with Section 10 of the JEDD Contract.

WHEREAS, pursuant to the Amended JEDD Contract and in accordance with R.C. Section 715.72, the City: (i) will administer, collect and enforce the income tax on behalf of the JEDD, (ii) establish a fund into which the City as agent of the JEDD shall deposit the revenue from the JEDD income tax (the "JEDD Revenue Fund"), to be applied in accordance with this Agreement and the Amended JEDD Contract, and (iii) establish a City fund for deposit of the portion of the JEDD Revenue Fund allocated to the Annual City Grant from time to time (the "City Grant Fund").

WHEREAS, the City shall be responsible for paying the Annual City Grant to the Company from the City Grant Fund under the terms set forth in this Agreement.

WHEREAS, for each year in which the Company receives the Annual City Grant under the terms of this Agreement, the Company has agreed to make a payment to the Township in the amount of Fifty-Four Thousand Four Hundred and Eighty Dollars (\$54,480.00), subject to annual increase in accordance with Section 3.1 of this Agreement (the "Annual PILOT Payment").

WHEREAS, the success of the Project depends upon the long-term commitment of substantial resources of the Company with respect to the planning, financing, scheduling, and construction of the Project, and as such, the Parties wish to enter into this Agreement to obtain and provide assurances and agreements to and from each other before the Company makes a determination to invest substantial Company resources.

WHEREAS, this Agreement outlines the local economic development incentives and support that the City and Township will provide for the Project subject to the terms hereof, which include: (1) the JEDD Incentives; (2) certain entitlements to development; (3) a commitment to not change applicable development rules; (4) cooperation on Project Incentives (defined below); and (5) certain other matters set forth herein (collectively, the "Local Incentives").

WHEREAS, the Project is also expected to receive, or has received, support from Fayette County (the "County"), including: (1) a Community Reinvestment Area Agreement which will provide a real property tax abatement for the Project, (2) infrastructure for utilities, including water and sewer services and (3) certain other incentives to support the Project (collectively, the "County Incentives").

WHEREAS, the Project is also expected to receive, or has received, economic development incentives and support from the West Central Ohio Port Authority (the "Port Authority"), which include a sales tax exemption on applicable building materials through a lease transaction (the "Port Authority Incentives").

WHEREAS, the Project is also expected to receive, or has received, state-level economic development incentives and support from the State of Ohio (“State”) and JobsOhio, including, but not limited to: (1) a Job Creation Tax Credit, (2) a JobsOhio Economic Development Grant, (3) a JobsOhio Workforce Training Grant, and (4) support for road development, which may include, among other things, a 629 Roadwork Development Grant (the “State Incentives”, or collectively with the Local Incentives, County Incentives, and Port Authority Incentives, the “Project Incentives”).

WHEREAS, each of the Company and the City, Township, and JEDD Board acknowledges that the Company enters into this Agreement and plans to assign this Agreement and the rights and obligations thereunder to that certain joint venture company that the Company, or an Affiliate of the Company, plans to establish in connection with the Project with LG Energy Solutions, Ltd. upon satisfaction of all necessary regulatory approvals (LG Energy Solutions, Ltd. and the Company are each a “Joint Venture Partner”; the joint venture company shall be referred to herein as the “Joint Venture Company”); and

WHEREAS, the City, through Ordinance No. 18-2022 dated October 28, 2022, has approved and authorized the execution and performance of this Agreement (the “City Approval Ordinance”).

WHEREAS, the Township, through Resolution No. 2022-12 dated October 26, 2022, has approved and authorized the execution and performance of this Agreement.

WHEREAS, the JEDD Board through Resolution No. 2022-01, passed October 26, 2022, has approved and authorized the execution and performance of this Agreement.

WHEREAS, the Company has approved and authorized the execution of this Agreement by its duly authorized representative.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Township, the JEDD Board and the Company agree as follows:

ARTICLE I

TERM, PETITION AND JEDD INCOME TAX RATE

1.1 Term. The term of this Agreement shall be for a period of thirty-one (31) years from the Effective Date, unless otherwise terminated as set forth herein (the “Term”). Prior to December 31, 2028, the Company may request a one-time extension of the Term for up to three years, which the City and Township agree to consider in good

faith, taking into account the JEDD income tax collection levels during the Project construction period.

1.2 JEDD Petition. By no later than ten (10) days after the City Approval Ordinance is effective or the period for referendum with respect to the City Approval Ordinance expires, whichever is later, the Company shall complete and deliver to the City and Township the Petition to add the Property to the District. The Petition, in the form set forth in Exhibit C, shall specify that the addition of the Property to the District is expressly conditioned upon the payment of the Annual City Grant (as defined and described in Section 2 hereof). Upon receipt of the Petition, the City and the Township shall complete the remaining processes for adding the Property to the District pursuant to R.C. Section 715.72 and the other provisions of the JEDD Statutes by no later than January 31, 2023.

1.3 JEDD Income Tax Rate. In return for the Company's commitment to file the Petition to add the Property to the District, the City, the Township and the JEDD Board hereby agree to provide the JEDD Incentives.

1.4 Company Assistance with JEDD Income Tax Collection. The Company shall reasonably support the City's efforts to collect and enforce the JEDD income tax by providing to the City the names of known construction providers, contractors, and other businesses working on the Property and a contact person for each and assisting the City in its communications with the same. In addition, the Company shall comply with the City's reasonable requests to assist with contacting, communicating with, and encouraging payment by any construction providers, contractors, or other business working on the Property that do not comply with the City's requests for information or collection efforts. For avoidance of doubt, the Company shall not be obligated hereunder to provide any services in connection with the calculation of the JEDD income tax due by such construction providers, contractors, or other businesses working on the Property, except to the extent that the Company is separately responsible for the tax filings and compliance by such entities, including particularly any Affiliates.

ARTICLE II

ANNUAL CITY GRANT CALCULATION AND PAYMENT

2.1 Annual City Grant. The City shall pay, solely from the City Grant Fund, and subject to the terms hereof, to the Company for a period of thirty (30) consecutive years an Annual City Grant, which shall not exceed fifty percent (50%) of the Distributable Revenue with respect to the Property, as defined in the Amended JEDD Contract. The City, the Township, and the JEDD Board each agree that, without prior written approval of the Company, they shall not amend the Amended JEDD Contract in any way that is reasonably likely to materially impact or reduce the amount of Distributable Revenue deposited into the City Grant Fund or otherwise available for the Annual City Grant.

The Actual Tax Revenues shall equal the sum of:

- (i) the total JEDD income taxes withheld from Employees or paid by Employees during the preceding calendar year, including any JEDD income taxes paid during the preceding calendar year for outstanding tax liabilities from any previous year. The term “Employees” shall include all individuals subject to JEDD income tax withholdings in the District who are: (i) employed by the Company or one of its Affiliates (defined in Section 6.11), or (ii) employed by any other employer to perform work, including construction work, at the Property; and
- (ii) the total JEDD income taxes paid by the Company, its Affiliates, and any other taxpayer engaged in a business or profession, including construction, at the Property during the preceding calendar year, including any JEDD income taxes paid during the preceding calendar year for outstanding tax liabilities from any previous year.

Each Annual City Grant shall be calculated based on the Actual Tax Revenues collected from January 1 through December 31 of the preceding calendar year during the Term (with the first Annual City Grant calculated based on the Actual Tax Revenues collected from January 1, 2023 through December 31, 2023). The City shall pay the Annual City Grant on or before each of the Grant Payment Deadlines (defined below).

2.2 Grant Payment Deadline. The City shall pay the Annual City Grant to the Company by no later than the deadline set forth below after the end of each full calendar year during the Term of the Agreement (each, a “Grant Payment Deadline”), with each Grant Payment Deadline set forth below:

Annual City Grant (Payment No.)	Grant Payment Deadline	Calculated based on JEDD Income Tax Collected during the following year.
1	June 1, 2024	Jan. 1, 2023 through Dec. 31, 2023
2	June 1, 2025	Jan. 1, 2024 through Dec. 31, 2024
3	June 1, 2026	Jan. 1, 2025 through Dec. 31, 2025
4	June 1, 2027	Jan. 1, 2026 through Dec. 31, 2026
5	June 1, 2028	Jan. 1, 2027 through Dec. 31, 2027
6	June 1, 2029	Jan. 1, 2028 through Dec. 31, 2028

7	June 1, 2030	Jan. 1, 2029 through Dec. 31, 2029
8	June 1, 2031	Jan. 1, 2030 through Dec. 31, 2030
9	June 1, 2032	Jan. 1, 2031 through Dec. 31, 2031
10	June 1, 2033	Jan. 1, 2032 through Dec. 31, 2032
11	June 1, 2034	Jan. 1, 2033 through Dec. 31, 2033
12	June 1, 2035	Jan. 1, 2034 through Dec. 31, 2034
13	June 1, 2036	Jan. 1, 2035 through Dec. 31, 2035
14	June 1, 2037	Jan. 1, 2036 through Dec. 31, 2036
15	June 1, 2038	Jan. 1, 2037 through Dec. 31, 2037
16	June 1, 2039	Jan. 1, 2038 through Dec. 31, 2038
17	June 1, 2040	Jan. 1, 2039 through Dec. 31, 2039
18	June 1, 2041	Jan. 1, 2040 through Dec. 31, 2040
19	June 1, 2042	Jan. 1, 2041 through Dec. 31, 2041
20	June 1, 2043	Jan. 1, 2042 through Dec. 31, 2042
21	June 1, 2044	Jan. 1, 2043 through Dec. 31, 2043
22	June 1, 2045	Jan. 1, 2044 through Dec. 31, 2044
23	June 1, 2046	Jan. 1, 2045 through Dec. 31, 2045
24	June 1, 2047	Jan. 1, 2046 through Dec. 31, 2046
25	June 1, 2048	Jan. 1, 2047 through Dec. 31, 2047
26	June 1, 2049	Jan. 1, 2048 through Dec. 31, 2048
27	June 1, 2050	Jan. 1, 2049 through Dec. 31, 2049
28	June 1, 2051	Jan. 1, 2050 through Dec. 31, 2050
29	June 1, 2052	Jan. 1, 2051 through Dec. 31, 2051

The City shall be required to pay no more than thirty (30) Annual City Grants to the Company during the Term. In the event this Agreement is terminated before the end of the Term, the City's obligation to make an Annual City Grant shall cease and no Annual City Grant shall be due after the termination of this Agreement; provided, however, that such termination shall not affect the obligations of the City that accrued prior to the termination and, if the termination was caused by Company default, prior to the Company Default.

2.3 Grant Payment Instructions. Unless otherwise agreed by the City and the Company, the City shall pay the Annual City Grant to the Company by check made payable to the Company and delivered to the Company at the following address:

Honda Heritage Center
Mail Stop 25-106
24025 Honda Parkway
Marysville, OH 43040

2.4 Use of Grant Funds.

(i) The Company may use any funds that that the Company receives from the Annual City Grant to pay for or reimburse any Eligible Expenditures.

(ii) Upon the issuance of any certificate of occupancy, including a conditional certificate of occupancy, with respect to the primary building of the Project, the Company shall from time to time provide written report(s) to the City documenting the costs for which the Company seeks reimbursement pursuant to the Annual City Grant, including proof of payment. The City shall reasonably determine which costs are eligible for reimbursement hereunder (each, an "Eligible Expenditure"); provided, however, that the City agrees that any costs identified on Exhibit D incurred by the Company and, upon assignment of this Agreement under Section 6.11, by any Joint Venture Partner or any Affiliate related to the Project, shall qualify as an Eligible Expenditure. Eligible Expenditures shall be subject to reasonable verification as the City, JEDD Board, and Township shall reasonably require, including but not limited to evidence of costs incurred, access during business hours with 5 days' advance notice to view and/or inspect Eligible Expenditures and review records necessary to verify the same, and such additional information as the City, JEDD Board, or Township may reasonably request to determine such eligibility from time to time. The City, JEDD Board, and Township may also approve any other expenditures for any lawful purpose as Eligible Expenditures hereunder.

(iii) For avoidance of doubt, any cost incurred by the Company or any

Affiliate and reimbursed from other Project Incentives is not an Eligible Expenditure.

(iv) In each year starting with calendar year 2030, any funds in the City Grant Fund in excess of Eligible Expenditures may, after the Grant Payment Date and the yearly appropriation pursuant to Section 2.5, be paid by the City in equal parts to the City and the Township. In each year prior to and including calendar year 2029, any funds in the City Grant Fund in excess of Eligible Expenditures shall remain in the City Grant Fund and shall remain available for later Annual City Grant payments.

2.5 Yearly Appropriation. All payment obligations of the City hereunder are expressly subject to appropriation by City Council of funds necessary to make those payments and are binding on City only to the extent of such appropriation. Any of City's payment obligations under this Agreement do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Company does not have the right to have taxes or excises levied by the City for the payment of any amount owed by the City hereunder.

2.6 Effect of Nonpayment of Annual City Grant. If an Annual City Grant is not paid when due by the applicable Grant Payment Deadline, the Company will give written notice of the late payment to the City, the Township and the JEDD Board, after which the City will have thirty (30) days to cure and make the payment of the Annual City Grant to the Company. Notwithstanding any other provision in this Agreement, if the Annual City Grant is not paid within the Cure Period, the City, the Township and the JEDD Board agree that no JEDD income tax shall be levied or collected with respect to the Property thereafter, and the Property shall be permanently excluded from the JEDD income tax in accordance with R.C. 715.72(F)(5)(A). The requirements of the foregoing sentence shall survive termination of this Agreement. The requirements of this Section 2.6 shall be reflected in the Amended JEDD Contract.

2.7 Dispute Resolution. If any Party to this Agreement disputes the calculation of the Annual City Grant, the disputing Party shall give notice in writing to the other Parties regarding the nature of the dispute. The Parties shall cooperate with each other to resolve the dispute in a timely manner and in a manner that is mutually agreeable among the Parties. In the event that the Parties are unable to agree upon a mutually acceptable resolution within forty-five (45) days after the date of the written notice described herein, the parties shall submit the dispute to arbitration in the manner specified in R.C. Section 1332.08.

ARTICLE III

PILOT PAYMENT

3.1 Annual PILOT Payment. Except as otherwise provided herein, each year during the Term of this Agreement in which the Company receives an Annual City Grant, the Company shall make an Annual PILOT Payment to the Township in the amount of Fifty-

Four Thousand Four Hundred Eighty Dollars (\$54,480.00), with a two percent (2.00%) increase factor applied in each subsequent year in which the Company receives an Annual PILOT Payment, such that the Annual PILOT Payment associated with the second Annual City Grant year shall be (\$55,569.60) and the Annual PILOT Payment associated with the third Annual City Grant year shall be (\$56,680.99). The Company shall be required to make (i) no more than thirty (30) Annual PILOT Payments during the Term, and (ii) no more than one Annual PILOT Payment in any calendar year. The Company's obligation to make the Annual PILOT Payment in any year is expressly conditioned on the Company timely receiving the Annual City Grant in full for the same year (as calculated under Section 2.1). If for any year the Company does not receive the Annual City Grant in full by the Grant Payment Deadline, the Company shall not be obligated to pay the Annual PILOT Payment for that same year, unless and until such failure is cured in accordance with Section 2.6. In the event this Agreement is terminated before the end of the Term, the Company's obligation to make an Annual PILOT Payment shall cease and no Annual PILOT Payment shall be due after the termination of this Agreement.

3.2 PILOT Payment Date. Each Annual PILOT Payment required by Section 3.1 shall be made by the Company within sixty (60) days after the Grant Payment Deadline, with the first Annual PILOT Payment due on July 31, 2024 provided the City on behalf of the Township provides the Company with an invoice for the PILOT no later than thirty (30) days before that July 31. Failure by the City on behalf of the Township to provide the Company with a timely invoice for the PILOT shall not excuse the Company's obligation to make the PILOT, but shall extend the due date for the payment to thirty (30) days after the Company's receipt of the invoice. In addition to being provided in accordance with Section 16 of this Agreement, invoices shall be provided by email to the following recipient, or such other designee as the Company may identify:

American Honda Motor Company, Inc.
Finance Business Unit
24025 Honda Parkway
Marysville, Ohio 43040

Unless otherwise agreed by the Township and the Company, the Annual PILOT Payment shall be made by [check made payable to the Township and delivered to the Township at 28 South Main Street, Jeffersonville, Ohio 43128, or such other address that the township may designate in writing to the Company.

ARTICLE IV

ENTITLEMENT TO DEVELOP, APPROVALS AND COOPERATION

4.1 Project Approvals. **Exhibit E** sets forth the actions that have been or will be taken by the Township (whether by Township staff or any board or commission) to

authorize the Project (collectively, the "Project Approvals"). The Project Approvals, as set forth on Exhibit D, are the only permits and/or approvals that are required from the Township to complete the development of the Project and operate the Project under the Applicable Rules (as defined in Section 4.2 below). Except for the Project Approvals listed on Exhibit E, the Township shall not require the Company to obtain any additional approvals or permits to develop or operate the Project. The Township agrees to act promptly on all Project Approvals and shall not unreasonably withhold, condition or delay its review or approval of the Project Approvals.

The City acknowledges that no permits and/or approvals from the City are required to: (i) complete the development of the Project, or (ii) operate the Project.

4.2 Entitlement to Develop. For purposes of this Agreement, "Applicable Rules" means all of the rules, regulations, resolutions and official policies of the Township as of the Effective Date. The Township acknowledges that no Applicable Rule prohibits or prevents the completion or occupancy and operation of the Project. The Property is or will be zoned Industrial. Commercial office, production, distribution, and manufacturing buildings are all permitted uses of the Property under the existing zoning. The Township acknowledges and agrees that the Company has the vested right to develop the Project under the Applicable Rules, subject to the terms and conditions of the Applicable Rules. The Company's vested rights shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild, or replace the Project or any portion thereof (including without limitation the right to replenish equipment used in operating the Project) throughout the Term for any reason, including, without limitation, in the event of any changes in market conditions, technology, or business plans applicable to the Project or damage, destruction, or obsolescence of the Project or any portion thereof, under, in accordance with, and subject only to the Applicable Rules in accordance with this Section. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt, or replaced, the Company may locate that portion of the Project at any other location on the Property, subject to the Applicable Rules. Unless otherwise provided herein, the Company may develop the Project in such order and at such rate and times as the Company deems appropriate within the exercise of its sole and absolute discretion, subject to the Project Approvals.

4.3 Changes in Applicable Rules. No addition to, or modification of, the Applicable Rules including, without limitation, any zoning or building regulation, adopted or effective after the Effective Date, shall be applied to the Project or the Property without the consent of the Company. The Township acknowledges and agrees there are no existing Applicable Rules that target the Project specifically or inequitably. The Township represents that no Applicable Rule conflicts with the provisions of this Agreement. The Township further agrees that the Township shall not create or adopt any new or modified rules, regulations, ordinances, or official policies enacted after the Effective Date of this Agreement with the express or implicit

intent to specifically and inequitably target the Project, the Property, this Agreement, or any of the Project Incentives. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with state or federal laws or regulations.

4.4 Other Governmental Approvals. The City and Township shall support, assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property or Project as may be necessary or desirable in connection with designing, developing, constructing and/or operating the Project in the manner contemplated under this Agreement and (ii) similar documents and instruments that may be required from third parties. The City and Township will each use its best efforts to support such approvals.

4.5 Cooperation on Project Incentives. The City and Township acknowledge that certain Project Incentives involving other parties, such as JobsOhio, the State, the Port Authority or the County may require the cooperation of the City or Township. During the Term, the City and Township each agree to use its best efforts and take all actions reasonably required or requested by the Company to enable the Company to secure the benefits of the Project Incentives.

4.6 Annexation. Unless otherwise required by law, neither the City nor the Township shall support or approve the annexation of the Property to any municipality without the written consent of the Company.

4.7 Emergency Services. The City and Township will provide public services to the Property and the Project to the extent and in the same manner that those services are provided by the City or Township, as applicable, to any similarly situated property owner within the District. The Parties understand that fire protection and emergency medical services will be provided to the Property by the Township in accordance with the JEDD Contract. Police services shall continue to be provided by the County.

ARTICLE V

DEFAULT, REMEDIES AND TERMINATION

5.1 Default and Remedies.

- (i) Any one or more of the following shall constitute a “Company Default”:
 - a. Default by the Company in the due and punctual payment, performance, or observance of any material obligation of the Company under this Agreement, as to which the Township and City have given notice to the Company pursuant to this Section 5.1 and

which default the Company does not cure within the period of time specified in this Section 5.1;

- b. Any representation or warranty made by Company in this Agreement is false or misleading in any material respect as of the time made;
- c. Any report, certificate, or other document furnished by the Company to the Township and City pursuant to this Agreement is false or misleading in any material respect as of the time furnished and has been relied upon by the Township and City to its material detriment prior to correction by the Company and as to which the Township and City have given notice to the Company pursuant to this Section 5.1 and which default the Company does not cure within the period of time specified in this Section 5.1;
- d. The filing by the Company of a petition for the appointment of a receiver or trustee;
- e. The making by the Company of a general assignment for the benefit of creditors;
- f. The entry of an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Company as debtor;
- g. The filing by the Company of an insolvency proceeding with respect to the Company; or
- h. Any cessation of operations lasting greater than one year other than a temporary cessation while the Company is proceeding with due diligence in the retooling of a substantial portion of the Project.

- (ii) In the event of a default of this Agreement, any non-defaulting Party shall provide written notice of the default to the defaulting Party, which notice shall describe in reasonable detail the default, and the non-defaulting party shall thereafter have sixty (60) days to correct the default, unless a different time period is expressly provided for in this Agreement or agreed upon in writing between the Parties, or if the default is not susceptible to cure within sixty (60) days, the non-defaulting party shall commence curative action within thirty (30) days and thereafter exercise reasonable diligence to cure the default (the "Cure Period"). Failure by the Company to cure any material default within the Cure Period shall constitute a Company default ("Company Default"). For clarity, under Division 5.1(i)(c) above, in the event that all or any portion of the costs identified on a written report submitted by the Company pursuant to Section 2.4(ii) were reported in error under Section 2.4(iii) or because of a clerical error and therefore relate to an expenditure which does not qualify as an Eligible Expenditure hereunder, the City shall be allowed to deduct such costs from the outstanding and unreimbursed Eligible Expenditures hereunder or, if the amount of costs reported in error exceeds the outstanding and unreimbursed Eligible Expenditures hereunder, the City shall be

allowed to request repayment of the costs reported in error to the extent such costs exceed outstanding and unreimbursed Eligible Expenditures, which the Company shall transmit within 30 days of such request. The Company shall promptly (within five business days) notify the City upon knowledge of any ineligible costs submitted. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof.

- (iii) Remedies. In the event the defaulting Party fails to cure the default within the Cure Period above, any non-defaulting Party may pursue any remedy that may be available in law or equity. In the event of a Company Default, the City, Township and JEDD Board may, by written notice to the Company, terminate this Agreement, provided that such termination shall not affect the obligations of the Company that have then accrued, including the indemnification requirements of the Company hereunder.

5.2 Termination. At any time prior to January 1, 2024, the Company may terminate this Agreement by delivering a written notice to the other Parties, with such termination effective immediately and the Parties having no further obligations under this Agreement.

ARTICLE VI **MISCELANEOUS**

6.1 Amendment, Cancellation or Termination. Except as otherwise provided herein, this Agreement may be amended, cancelled or otherwise terminated only by the signed, written agreement of all Parties.

6.2 Relative Rights. The rights and obligations of the Parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns of the Parties.

6.3 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable. If any provision of this Agreement is capable of two or more constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

6.4 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt or refusal, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notice shall be addressed as follows:

(i) To the City at:

105 N. Main Street
Washington Court House, OH 43160
Attention: City Manager

(ii) To the Township at:

Jefferson Township
28 South Main Street
Jeffersonville, Oh 43128

With a copy to:

Fayette County Prosecuting Attorney
110 E Court St
Washington C.H., OH 43160

(iii) To the JEDD Board at:

28 S. Main Street
Jeffersonville, OH 43128
Attention: JEDD Board of Directors

(iv) To the Company at:

Christine Schwartz
American Honda Company, Inc.
Law Division
24025 Honda Parkway
Marysville, Ohio 43040
christine_schwartz@na.honda.com

With a copy to:

Scott J. Ziance
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
sjziance@vorys.com

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

6.5 Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. To the extent permitted by the laws of the State, this Agreement shall be construed in accordance with the law and any applicable regulations in effect as of the Effective Date. Unless otherwise required by law, any legal action by any Party for claims arising under or related to this Agreement must be instituted in the state or federal courts of appropriate jurisdiction for Fayette County, Ohio, or any appellate courts therefrom.

6.6 Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

6.7 Incorporation of Exhibits. The Parties acknowledge and agree that all Exhibits attached hereto are an integral part of this Agreement and as such are incorporated herein by reference.

6.8 Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same agreement. It shall not be necessary in proving the validity of this Agreement to produce or account for more than one of such counterparts. The Parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (e.g., PDF or similar format delivered by electronic mail), and such electronic versions shall be deemed to be original versions of this Agreement. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

6.9 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

6.10 Entire Agreement; No Waiver. This written Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the subject matter of this Agreement. There are no verbal agreements which can or will modify this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the Parties.

6.11 Assignment. The Company (and its successors and assigns hereunder) may freely assign this Agreement and its rights and obligations hereunder in whole or in part to the Joint Venture Company, an Affiliate (defined below), any entity resulting from the merger or consolidation of or with the Company, any person or entity which acquires all (or substantially all) of the assets of the Company, any successor of the Company by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or assets, any entity owned at least twenty percent (20%) in the aggregate by the Company or one or more of its Affiliates, in connection with any financing transaction entered into for the Project, to an entity that is a party to a lease or other occupancy agreement regarding the Property, or to any successor in title to the Property, without the other Parties' consent. Upon such assignment, the assignor will be automatically released from any and all obligations or liability under or in connection with this Agreement to the extent such obligations or liability is assumed by the assignee in writing; provided, however, that the assignor will notify the County, in writing, of any such assignment within thirty (30) days after the effective date of such assignment and provide the City a copy of the assignment; and provided further, however, that upon any assignment to the Joint Venture Company, the Parties agree to the following: any subsequent assignment by the Joint Venture Company under this Section shall be valid only if approved by the Company in writing with evidence of such approval delivered to the City within thirty (30) days after the effective date of the assignment; the City agrees it shall continue to deliver all notices, demands, requests, consents or approvals required or permitted under this Agreement to both the Joint Venture Company and the Company throughout the Term, and the City agrees that should the Joint Venture Company ever be dissolved or otherwise cease to exist, the Company shall have the unilateral option to assume all rights and obligations of the Joint Venture Company under this Agreement by delivering notice in writing to the City of such assumption no later than thirty (30) days following such dissolution or cessation. The Company shall be an express third party beneficiary of this Agreement after any assignment to the Joint Venture Company with respect to the above rights. The Company (or its applicable successor or assign) may also assign this Agreement and its rights hereunder to other entities with the written consent of the City and Township, which shall not be unreasonably withheld, conditioned or delayed. "Affiliate" shall mean any entity that directly or indirectly controls or is controlled by the Company, or is under common control with the Company. "Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control

with such Person. "Control" shall mean ownership, directly or indirectly, of not less than twenty percent (20%) in the aggregate of any entity, or the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, right to appoint a majority of the board, by contract or otherwise. The terms "Controlled" and "Controlling" shall have correlative meanings. "Person" shall mean any individual, corporation (including a business trust), partnership, joint venture, joint stock company, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, political subdivision or agency thereof and any other entity and, in each case, any fiduciary acting in such capacity on behalf of any of the foregoing. For avoidance of doubt, no release hereunder shall be effective until the Company has delivered to the City, JEDD Board, and Township, in accordance with Section 6.4, evidence to the reasonable satisfaction of the City Manager, Chair of the JEDD Board, and Chair of the Board of Township Trustees, not to be unreasonably withheld or conditioned, that the assignee has accepted the obligations of the Company hereunder or, in the event of a partial assignment, the applicable obligations of the Company hereunder. The City, JEDD Board, and Township agree that failure to respond within five (5) business days after receiving a copy of the assignment shall be conclusive evidence that the evidence of assignment was reasonably satisfactory, shall waive any defects in the form of the assignment, and permit the release hereunder.

6.12 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, by any other agreement or contract executed by the Company with the City or Township in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

6.13 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

6.14 Further Assurances. Upon request, each Party agrees (i) to furnish to the other Party such further information, (ii) to execute and deliver to the other Party such other documents, and (iii) to do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

6.15 Duly Authorized. By their execution of this Agreement, the Parties each certify that this Agreement has been duly authorized and executed.

6.16 No Third Party Beneficiaries. The only parties to this Agreement are the City, Township and the Company. There are no third party beneficiaries under this Agreement, and except for assignees and successors-in-interests to any Party, this Agreement shall not be construed to benefit of, or be enforceable by, any other person whatsoever.

6.17 Recording of Memorandum. The Company may record a memorandum of this Agreement setting forth the existence of this Agreement with the Fayette County, Ohio, Recorder's Office. The Company shall not seek removal of the Property from the District unless the City, Township, or JEDD materially fails to fulfill its obligations under this Agreement or the Annual City Grant is not paid within the Cure Period as set forth in Section 2.6.

6.18 Estoppel Certificate. Upon request of the Company, the Township or City, as requested by the Company, shall execute and deliver to the Company or any proposed purchaser, mortgagee or lessee a certificate stating (i) that the Agreement is in full force and effect, if the same is true, (ii) that the Company is not in default under any of the terms, covenants and conditions of the Agreement, or if the Company is in default, specifying same, and (c) such other matters as the Company reasonably requests.

6.19 Survival. Any provision of this Agreement, which, by its nature, is intended to survive the expiration or other termination of this Agreement will so survive and will benefit the Parties and their respective successors and permitted assigns.

6.20 Consent to the Creation of a TIF. The Parties hereto consent to the use of tax increment financing with respect to the Property under Sections 5709.73 to 5709.81 of the Revised Code, and hereby authorize the Township to consent to any tax exemption or tax increment financing with respect to the Property pursuant to Section 11 of the JEDD Contract.

6.21 Indemnification.

Company shall, at its cost and expense, defend, indemnify and hold the City, JEDD, and Township and any officials, employees, agents and representatives of the City, JEDD, and Township, their successors and assigns (collectively the "Indemnified Parties" and each an "Indemnified Party"), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action arising from or related to claims of third parties relating to this Agreement (collectively the "Liabilities" and each a "Liability"), other than Excluded Liabilities, as defined below, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Company or its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Project, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Project or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure of Company or its affiliates to satisfy their obligations under this Agreement; (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Company or its affiliates; or (d) relates to the bankruptcy or insolvency of Company or its affiliates. The indemnity

provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Project Incentive.

“Excluded Liability” means each Liability to the extent it is attributable to (i) the willful misconduct or unlawful activity of any Indemnified Party or the failure of any Indemnified Party to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Company, or, to the extent the Company’s ability to defend a Liability is prejudiced materially, the failure of an Indemnified Party to give timely written notice to the Company of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give written notice of the same to the Company immediately and in no event more than three (3) business days after receipt. Upon receipt of written notice of the assertion of a Liability, the Company shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

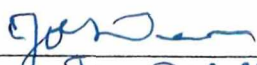
The Company shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of the Company, or if there is a final judgment for the plaintiff in an action, the Company agrees to indemnify and hold harmless the Indemnified Party, except to the extent of any Excluded Liability. In addition to the other limitations herein, the aggregate payments that may be due from the Company under this Section shall not exceed \$1,000,000 or the total value of the Annual City Grant that has been paid to the Company, whichever amount is greater.

[This Space Intentionally Left Blank – Signature Pages To Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates written below, to be effective on the date of the last signature hereto.

CITY:

City of Washington Court House, Ohio

By: 
Print Name: Joe Denen
Title: City Manager
Date: 4/6/22

Approved as to Form:

By: 
_____, Law Director

TOWNSHIP:

Jefferson Township, Ohio

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

JEDD BOARD:

Jefferson Township – Washington Court House Joint Economic
Development District

By: _____
Print Name: _____

Date: _____

Approved as to Form.

By: _____

Law Director

TOWNSHIP

Jefferson Township, Ohio

By: _____

Print Name: CHRISTOPHER WRIGHT

Title: Trustee

Date: 1-10-23

By: _____

Print Name: _____

Title: Trustee

Date: 1-10-2023

By: Jeffrey Hoppes

Print Name: Jeffrey Hoppes

Title: Trustee

Date: 1-23-2023

JEDD BOARD:

Jefferson Township - Washington Court House Joint Economic Development District

By: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates written below, to be effective on the date of the last signature hereto.

CITY:

City of Washington Court House, Ohio

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

_____, Law Director

TOWNSHIP:

Jefferson Township, Ohio

By: Chris Wright

Print Name: CHRIS WRIGHT

Title: Trustee

Date: 1-10-23

By: Ryan M. Yenge

Print Name: Ryan M. Yenge

Title: Trustee

Date: 1-10-2023

By: _____

Print Name: _____

Title: _____

Date: _____

JEDD BOARD:

Jefferson Township – Washington Court House Joint Economic
Development District

By: _____

Print Name: _____

JEDD BOARD:

**Jefferson Township – Washington Court House Joint Economic
Development District**

By: Jeff Hoppes
Print Name: Jeff Hoppes
Title: Chairman
Date: October 26, 2022

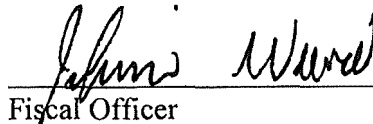
COMPANY

Honda Development & Manufacturing of America, LLC

By: Bob Nelson
Print Name: Bob Nelson
Title: Authorized Representative
Date: December 14, 2022

JEDD FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Jefferson Township – Washington Court House Joint Economic Development District, hereby certifies that the moneys required to meet the obligations of the District during the year 2022 under the foregoing Agreement (\$0.00) have been lawfully appropriated by the Board of the Jefferson Township – Washington Court House Joint Economic Development District for such purpose and are in the treasury of the City 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 Ohio Revised Code Sections 5705.41 and 5705.44.



Fiscal Officer
Jefferson Township – Washington Court House
Joint Economic Development District

Dated: [], 2022

CITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the City of Washington Court House, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the foregoing Agreement (\$0.00) have been lawfully appropriated by the City Council of the City of Washington Court House, Ohio for such purpose and are in the treasury of the City 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 Ohio Revised Code Sections 5705.41 and 5705.44.

A handwritten signature in blue ink, reading "Christina Collins", is written over a horizontal line.

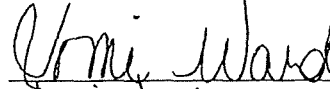
Fiscal Officer

City of Washington Court House, Ohio

Dated: 10/28, 2022

TOWNSHIP'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Jefferson Township, Fayette County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2022 under the foregoing Agreement (\$0.00) have been lawfully appropriated by the Board of Trustees of Jefferson Township, Fayette County, Ohio for such purpose and are in the treasury of the Township 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 Ohio Revised Code Sections 5705.41 and 5705.44.



Jomi Ward

Fiscal Officer

Jefferson Township, Fayette County,
Ohio

Dated: 1/12, 202~~2~~³

**BOARD OF TOWNSHIP TRUSTEES
TOWNSHIP OF JEFFERSON
FAYETTE COUNTY, OHIO**

RESOLUTION [] 2023-07

**A RESOLUTION APPROVING AN AMENDMENT TO
THE AGREEMENT TO CREATE THE JEFFERSON
TOWNSHIP-WASHINGTON COURT HOUSE JOINT
ECONOMIC DEVELOPMENT DISTRICT,
AUTHORIZING THE INCLUSION OF CERTAIN
ADDITIONAL TOWNSHIP PROPERTY WITHIN SAID
DISTRICT**

WHEREAS, Ohio Revised Code Chapter 715 (the “Act”) empowers certain political subdivisions to form joint economic development districts to share in the costs of improvements for economic development purposes; and

WHEREAS, pursuant to the Act and Resolution No. 2020-10, passed by the Board of Township Trustees (the “Board”) on March 18, 2020, the Township of Jefferson, Fayette County, Ohio (the “Township”) is party to the Jefferson Township-Washington Court House Joint Economic Development District Agreement dated May 18, 2020 (the “Agreement”) by and between the Township and the City of Washington Court House (the “City”), which Agreement creates and provides for the operation of a joint economic development district (the “District”) known as the Jefferson Township-Washington Court House Joint Economic Development District; and

WHEREAS, pursuant to Ohio Revised Section 715.72(L), the Township and the City now desire to amend the Agreement to add certain additional real property located south of Milledgeville-Jeffersonville Road and west of State Route 729 NW within the Township and identified by the County Recorder of Fayette County, Ohio, by Permanent Parcel Number 060-016-0-00-017-00 (the “Additional Property”) to the territory of the District and, to that end, have negotiated an amendment to the Agreement (the “JEDD Amendment”), a form of which is attached hereto as Exhibit A; and

WHEREAS, Honda Development & Manufacturing of America, LLC (“Owner”) is owner of and desires to develop a parcel of land for commercial purposes (the “Project”) at a site within the boundaries of the Township, provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township conducted a public hearing regarding the JEDD Amendment on January 16, 2023, with appropriate public notice, and made available for public examination all documents required by law for review; and

WHEREAS, the Board of County Commissioners for the County of Fayette, where the District is located, has been provided with copies of the JEDD Amendment.

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of the Jefferson Township, Fayette County, State of Ohio, that:

SECTION 1. The Board finds that all of the requirements of Section 5 of the Agreement and Ohio Revised Code Section 715.72 have been met and the Board approves the JEDD Amendment in substantially the form attached to this Resolution as Exhibit A, and authorizes and directs one or more members of its Board to sign the JEDD Amendment. The members of the Board are each authorized and directed to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Resolution.

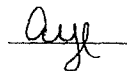
SECTION 2. The Fiscal Officer/Clerk shall retain on file a copy of the JEDD Amendment and its exhibits, including (i) the depictions and identification of the parcel constituting the Additional Property; and (ii) Ohio Revised Code Section 715.72 as effective on the date of the executed JEDD Amendment, provided that Owner has delivered to the District the written confirmation described in Section 1 of this Resolution.

SECTION 3. This Board hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including Ohio Revised Code Section 121.22.

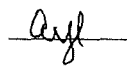
SECTION 4. This Resolution shall take effect and be in full force immediately upon its passage and approval and shall be effective at the earliest date allowed by law.

The foregoing motion having been put to a vote, the result of the roll call was as follows:

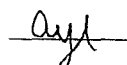
Jeff Hoppes



Chris Wright



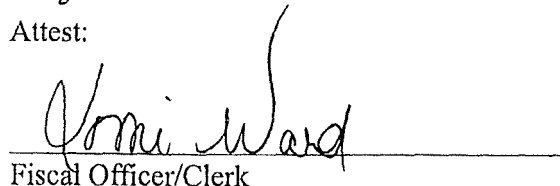
Ryan Yenger



Attest:

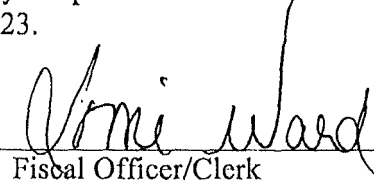
Adopted 2/6, 2023

Effective 2/6, 2023


Fiscal Officer/Clerk

AUTHENTICATION

This is to certify that this Resolution was duly adopted and filed with the Clerk of the Township of Jefferson, this 6 day of February, 2023.


Fiscal Officer/Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Township Board of Trustees of Jefferson Township, Fayette County, Ohio.


Fiscal Officer/Clerk

Dated: 2/6, 2023

EXHIBIT A

JEDD AMENDMENT

**CITY OF WASHINGTON COURT HOUSE/JEFFERSON TOWNSHIP
AMENDMENT TO JEFFERSON TOWNSHIP-WASHINGTON COURT HOUSE JOINT
ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

(Expansion)

This Amendment to Jefferson Township-Washington Court House Joint Economic Development District Contract (the "Amendment") is executed 2/1, 2022 (the "Effective Date") by and among the City of Washington Court House, Ohio (the "City"), and the Township of Jefferson, Fayette County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees (the "Township").

RECITALS:

A. Pursuant to Ohio Revised Code ("R.C.") Chapter 715, including particularly R.C. 715.72 of current law (the "JEDD Act"), the City and the Township executed the Jefferson Township-Washington Court House Joint Economic Development District Contract (the "Original JEDD Contract") effective May 18, 2020. A copy of the Original JEDD Contract is attached hereto as Exhibit A and incorporated herein by this reference (the Original JEDD Contract and this Amendment shall be referred to collectively herein as the "JEDD Contract"). The Original JEDD Contract established the Jefferson Township-Washington Court House Joint Economic Development District (referred to herein as "JEDD," or the "District").

B. The JEDD originally encompassed a portion of the Township (the "Original JEDD Area"), which is depicted on the map attached as Exhibit A to the Original JEDD Contract, and attached hereto as Exhibit B and incorporated herein by this reference.

C. Pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the "JEDD Board") currently imposes a 1.95% tax on income withheld from employees working within the Original JEDD Area and on net business profits from operations within the Original JEDD Area.

D. Honda Development & Manufacturing of America, LLC ("Owner") has acquired or plans to acquire and desires to develop a parcel of land for commercial purposes at a site within the boundaries of the Township (the "Owner Additional Property," which is further described on the attached Exhibit C and incorporated herein by this reference). The Owner Additional Property is located outside of the Original JEDD Area.

E. The City, Township, and Owner desire to facilitate the addition of the Owner Additional Property to the Original JEDD Area (the Original JEDD Area and the Owner Additional Property are referred to collectively herein as the "Expanded JEDD Area or the District"). The Expanded JEDD Area is depicted collectively on Exhibits B and C hereto and incorporated herein by this reference.

F. Ohio Revised Code Section 715.72(L) and Section 5 of the Original JEDD Contract authorize the amendment of the Original JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the Original JEDD Area.

G. The City and Township have complied with all procedures of the JEDD Act related to the addition of the Owner Additional Property to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).

H. As required by R.C. Sections 715.72(L)(3), Owner has submitted or caused to be submitted, and the Township and the City have received the required property owner and business owner petitions (the "Petitions") necessary to add the Owner Additional Property to the Original JEDD Area.

I. Attached as Exhibit D pursuant to R.C. Section 715.72(F)(3) is an economic development plan for the Expanded JEDD Area, which includes the requisite information relating to infrastructure and services for the Expanded JEDD Area under R.C. Section 715.72(F)(8). Exhibit B to the Original JEDD Contract, which sets forth the original JEDD Economic Development Plan, shall not apply to the Owner Additional Property. Exhibit D hereto sets forth the JEDD Economic Development Plan applicable to the Owner Additional Property.

J. Pursuant to Ordinance No. 1, passed January 27, 2023, the City Council of the City has approved the execution of this Amendment. Pursuant to Resolution No. 2021, passed February 6, 2023, the Board of Township Trustees of the Township has approved the execution of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

Section 1. Adding the Owner Additional Property to the JEDD.

Pursuant to Section 5 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the Original JEDD Contract is hereby amended to include the Owner Additional Property within the Expanded JEDD Area. The territorial boundaries of the Owner Additional Property are depicted and identified in Exhibit C attached hereto and incorporated by reference into this Amendment. The territory of the Original JEDD Contract, as amended, is otherwise unchanged.

The Owner Additional Property is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the Owner Additional Property as of the date hereof.

Pursuant to the Township Resolution and the City Ordinance, the owners of the Owner Additional Property each have given their respective consent to the inclusion within the Expanded JEDD Area of certain real properties depicted and identified in Exhibit C hereto, which also identifies the applicable zoning restrictions with respect to the Owner Additional Property.

Exhibit A to the Original JEDD Contract, as amended, which depicts the Original JEDD Area, shall be replaced by Exhibits B and C hereto, which depict the Expanded JEDD Area or the District.

Exhibit B to the Original JEDD Contract, which sets forth the original JEDD Economic Development Plan, shall not apply to the Owner Additional Property. Exhibit D hereto sets forth the JEDD Economic Development Plan applicable to the Owner Additional Property.

Section 2. Term. The term of the Original JEDD Contract as amended by this Amendment shall terminate on December 31, 2059, unless otherwise terminated as provided in the Original JEDD Contract, and subject to extension as provided in the Original JEDD Contract.

Section 3. Income Tax. Solely with respect to the Owner Additional Property, Section 10 of the Original JEDD Contract is hereby amended to provide that Distributable Revenue from the Owner Additional Property shall be distributed as follows: (i) To the City any amounts required to provide credits or payments to any taxpayers relating to overpayments in prior years of the income tax owed pursuant to Section 10 of the Original JEDD contract; of the remaining Distributable Revenue, (ii) 50% to the City, for deposit in the City Grant Fund and use in accordance with the Cooperative Grant Agreement dated to be executed by and among the City, the Township, and the JEDD Board (the "Cooperative Grant Agreement"); (iii) 25%, to the City (the "City Share") and 25% to the Township (the "Township Share"), in each case to carry out the economic development plan for the District or the portion of the District in which the tax is levied and for any other lawful purposes of the City and the Township, as applicable. Notwithstanding the foregoing, during calendar years 2023 through 2025, the City Share shall be paid to the Township for the uses outlined in the immediately preceding sentence pursuant to separate written contract by and between the City and the Township.

Section 4. Effect of Nonpayment of Annual City Grant. If the Owner (or its successor or assignee under the Cooperative Grant Agreement) provides notice to the City, the Township and the JEDD Board that an Annual City Grant was not paid when due by the applicable Grant Payment Deadline (as defined in the Cooperative Grant Agreement), and the Annual City Grant is not paid within thirty (30) days of such notice, then, notwithstanding any other provision in this JEDD Contract to the contrary, the City, the Township and the JEDD Board agree that the income tax applied to the Owner Additional Property shall automatically terminate; that no further income tax shall be levied or collected with respect to the Owner Additional Property; and that the Owner Additional Property shall be permanently excluded from the income tax imposed pursuant to this Agreement in accordance with R.C. 715.72(F)(5)(A) for the remainder of the Term of this JEDD Contract.

Section 5. Remainder Unaffected. In the event of any conflict between this Amendment and the Original JEDD Contract with respect to the Owner Additional Property, this Amendment shall govern. The remaining provisions of the Original JEDD Contract not amended or modified by this Amendment shall remain in full force and effect.

Section 6. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Amendment may execute this Amendment by signing any such counterpart.

Section 7. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Amendment.

IN WITNESS WHEREOF, the City and the Township have caused this Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, FAYETTE COUNTY, OHIO

By: [Signature]
Trustee

By: Chris Wright
Trustee

By: James Hoppes
Trustee

Approved as to form:

[Signature]
Township Law Director

CITY OF WASHINGTON COURT HOUSE, OHIO

By: [Signature]

Its: Washington City Manager

Approved as to form:

[Signature]
City Attorney

**CITY COUNCIL
CITY OF WASHINGTON COURT HOUSE
FAYETTE COUNTY, OHIO**

ORDINANCE 1 -2023

**AN ORDINANCE APPROVING AN AMENDMENT TO
THE AGREEMENT TO CREATE THE JEFFERSON
TOWNSHIP-WASHINGTON COURT HOUSE JOINT
ECONOMIC DEVELOPMENT DISTRICT, AND
AUTHORIZING THE INCLUSION OF CERTAIN
ADDITIONAL PROPERTY WITHIN SAID DISTRICT**

WHEREAS, Ohio Revised Code Chapter 715 (the “Act”) empowers certain political subdivisions to form joint economic development districts to share in the costs of improvements for economic development purposes; and

WHEREAS, pursuant to the Act and Ordinance No. 2-2020, passed by the City Council (the “Council”) on March 25, 2020, the City of Washington Court House, Fayette County, Ohio (the “City”) is party to the Jefferson Township-Washington Court House Joint Economic Development District Agreement dated May 18, 2020 (the “Agreement”) by and between the City and Jefferson Township, Fayette County, Ohio (the “Township”), which Agreement creates and provides for the operation of a joint economic development district (the “District”) known as the Jefferson Township-Washington Court House Joint Economic Development District; and

WHEREAS, pursuant to Ohio Revised Section 715.72(L), the City and the Township, now desire to amend the Agreement to add certain additional real property located south of Milledgeville-Jeffersonville Road and west of State Route 729 NW within the Township and identified by the County Recorder of Fayette County, Ohio, by Permanent Parcel Number 060-016-0-00-017-00 (the “Additional Property”) to the territory of the District and, to that end, have negotiated an amendment to the Agreement (the “JEDD Amendment”), a form of which is attached hereto as Exhibit A; and

WHEREAS, Honda Development & Manufacturing of America, LLC (“Owner”) desires to develop a parcel of land for commercial purposes (the “Project”) at a site within the boundaries of the Township, provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the City conducted a public hearing regarding the Amendment on December 14, 2022, with appropriate public notice, and made available for public examination all documents required by law for review; and

WHEREAS, it is immediately necessary that the Agreement be amended so that Owner can proceed with its Project as promptly as possible in order to begin work on the Project.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington Court House, Fayette County, State of Ohio, that:

SECTION 1. The Council approves the JEDD Amendment in substantially the form attached to this Ordinance as Exhibit A, and authorizes and directs the City Manager to sign the JEDD Amendment. The City Manager and the Clerk of Council are jointly authorized and directed to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Ordinance; provided that the JEDD Amendment shall only be effective upon receipt by the District of written confirmation by Owner that no electors reside within the Additional Property.

SECTION 2. The Clerk of Council shall retain on file a copy of the JEDD Amendment and its exhibits, including (i) the depictions and identification of the parcel(s) constituting the Additional Property; and (ii) Ohio Revised Code Section 715.72 as effective on the date of the executed JEDD Amendment, provided that Owner has delivered to the District the written confirmation described in Section 1 of this Ordinance.

SECTION 3. This Council hereby finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including Ohio Revised Code Section 121.22.

First Reading: January 25, 2023
Second Reading: January 26, 2023
Third Reading: January 27, 2023

Adopted: January 27, 2023
Effective: January 27, 2023

Approved as to form:

Mark Stubbins
Law Director

Signed:

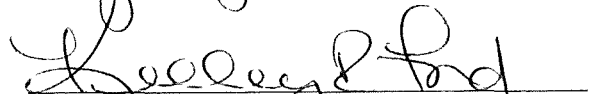
Wale Lynch
Council Chairperson

Attest:

Koolay Ford
Clerk of Council

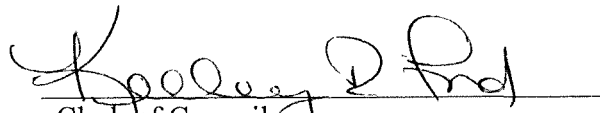
AUTHENTICATION

This is to certify that this Ordinance was duly adopted and filed with the Clerk of Council of the City of Washington Court House, this 27 day of January 2023.


Clerk of Council

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Washington Court House, Fayette County, Ohio.


Clerk of Council

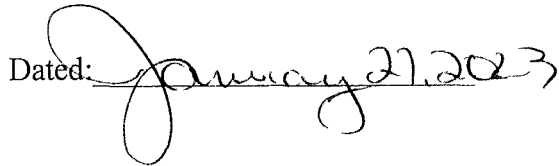
Dated: 

EXHIBIT A

JEDD AMENDMENT

**CITY OF WASHINGTON COURT HOUSE/JEFFERSON TOWNSHIP
AMENDMENT TO JEFFERSON TOWNSHIP-WASHINGTON COURT HOUSE JOINT
ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

(Expansion)

This Amendment to Jefferson Township-Washington Court House Joint Economic Development District Contract (the "Amendment") is executed [____], 2022 (the "Effective Date") by and among the City of Washington Court House, Ohio (the "City"), and the Township of Jefferson, Fayette County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees (the "Township").

RECITALS:

A. Pursuant to Ohio Revised Code ("R.C.") Chapter 715, including particularly R.C. 715.72 of current law (the "JEDD Act"), the City and the Township executed the Jefferson Township-Washington Court House Joint Economic Development District Contract (the "Original JEDD Contract") effective May 18, 2020. A copy of the Original JEDD Contract is attached hereto as Exhibit A and incorporated herein by this reference (the Original JEDD Contract and this Amendment shall be referred to collectively herein as the "JEDD Contract"). The Original JEDD Contract established the Jefferson Township-Washington Court House Joint Economic Development District (referred to herein as "JEDD," or the "District").

B. The JEDD originally encompassed a portion of the Township (the "Original JEDD Area"), which is depicted on the map attached as Exhibit A to the Original JEDD Contract, and attached hereto as Exhibit B and incorporated herein by this reference.

C. Pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the "JEDD Board") currently imposes a 1.95% tax on income withheld from employees working within the Original JEDD Area and on net business profits from operations within the Original JEDD Area.

D. Honda Development & Manufacturing of America, LLC ("Owner") has acquired or plans to acquire and desires to develop a parcel of land for commercial purposes at a site within the boundaries of the Township (the "Owner Additional Property," which is further described on the attached Exhibit C and incorporated herein by this reference). The Owner Additional Property is located outside of the Original JEDD Area.

E. The City, Township, and Owner desire to facilitate the addition of the Owner Additional Property to the Original JEDD Area (the Original JEDD Area and the Owner Additional Property are referred to collectively herein as the "Expanded JEDD Area or the District"). The Expanded JEDD Area is depicted collectively on Exhibits B and C hereto and incorporated herein by this reference.

F. Ohio Revised Code Section 715.72(L) and Section 5 of the Original JEDD Contract authorize the amendment of the Original JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the Original JEDD Area.

G. The City and Township have complied with all procedures of the JEDD Act related to the addition of the Owner Additional Property to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).

H. As required by R.C. Sections 715.72(L)(3), Owner has submitted or caused to be submitted, and the Township and the City have received the required property owner and business owner petitions (the "Petitions") necessary to add the Owner Additional Property to the Original JEDD Area.

I. Attached as Exhibit D pursuant to R.C. Section 715.72(F)(3) is an economic development plan for the Expanded JEDD Area, which includes the requisite information relating to infrastructure and services for the Expanded JEDD Area under R.C. Section 715.72(F)(8). Exhibit B to the Original JEDD Contract, which sets forth the original JEDD Economic Development Plan, shall not apply to the Owner Additional Property. Exhibit D hereto sets forth the JEDD Economic Development Plan applicable to the Owner Additional Property.

J. Pursuant to Ordinance No. 1, passed January 27, 2023, the City Council of the City has approved the execution of this Amendment. Pursuant to Resolution No. 7, passed February 2, 2023, the Board of Township Trustees of the Township has approved the execution of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which is hereby acknowledged, the parties herein agree as follows:

Section 1. Adding the Owner Additional Property to the JEDD.

Pursuant to Section 5 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the Original JEDD Contract is hereby amended to include the Owner Additional Property within the Expanded JEDD Area. The territorial boundaries of the Owner Additional Property are depicted and identified in Exhibit C attached hereto and incorporated by reference into this Amendment. The territory of the Original JEDD Contract, as amended, is otherwise unchanged.

The Owner Additional Property is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the Owner Additional Property as of the date hereof.

Pursuant to the Township Resolution and the City Ordinance, the owners of the Owner Additional Property each have given their respective consent to the inclusion within the Expanded JEDD Area of certain real properties depicted and identified in Exhibit C hereto, which also identifies the applicable zoning restrictions with respect to the Owner Additional Property.

Exhibit A to the Original JEDD Contract, as amended, which depicts the Original JEDD Area, shall be replaced by Exhibits B and C hereto, which depict the Expanded JEDD Area or the District.

Exhibit B to the Original JEDD Contract, which sets forth the original JEDD Economic Development Plan, shall not apply to the Owner Additional Property. Exhibit D hereto sets forth the JEDD Economic Development Plan applicable to the Owner Additional Property.

Section 2. Term. The term of the Original JEDD Contract as amended by this Amendment shall terminate on December 31, 2059, unless otherwise terminated as provided in the Original JEDD Contract, and subject to extension as provided in the Original JEDD Contract.

Section 3. Income Tax. Solely with respect to the Owner Additional Property, Section 10 of the Original JEDD Contract is hereby amended to provide that Distributable Revenue from the Owner Additional Property shall be distributed as follows: (i) To the City any amounts required to provide credits or payments to any taxpayers relating to overpayments in prior years of the income tax owed pursuant to Section 10 of the Original JEDD contract; of the remaining Distributable Revenue, (ii) 50% to the City, for deposit in the City Grant Fund and use in accordance with the Cooperative Grant Agreement dated to be executed by and among the City, the Township, and the JEDD Board (the "Cooperative Grant Agreement"); (iii) 25%, to the City (the "City Share") and 25% to the Township (the "Township Share"), in each case to carry out the economic development plan for the District or the portion of the District in which the tax is levied and for any other lawful purposes of the City and the Township, as applicable. Notwithstanding the foregoing, during calendar years 2023 through 2025, the City Share shall be paid to the Township for the uses outlined in the immediately preceding sentence pursuant to separate written contract by and between the City and the Township.

Section 4. Effect of Nonpayment of Annual City Grant. If the Owner (or its successor or assignee under the Cooperative Grant Agreement) provides notice to the City, the Township and the JEDD Board that an Annual City Grant was not paid when due by the applicable Grant Payment Deadline (as defined in the Cooperative Grant Agreement), and the Annual City Grant is not paid within thirty (30) days of such notice, then, notwithstanding any other provision in this JEDD Contract to the contrary, the City, the Township and the JEDD Board agree that the income tax applied to the Owner Additional Property shall automatically terminate; that no further income tax shall be levied or collected with respect to the Owner Additional Property; and that the Owner Additional Property shall be permanently excluded from the income tax imposed pursuant to this Agreement in accordance with R.C. 715.72(F)(5)(A) for the remainder of the Term of this JEDD Contract.

Section 5. Remainder Unaffected. In the event of any conflict between this Amendment and the Original JEDD Contract with respect to the Owner Additional Property, this Amendment shall govern. The remaining provisions of the Original JEDD Contract not amended or modified by this Amendment shall remain in full force and effect.

Section 6. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Amendment may execute this Amendment by signing any such counterpart.

Section 7. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Amendment.

IN WITNESS WHEREOF, the City and the Township have caused this Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, FAYETTE COUNTY, OHIO

By: 
Trustee

By: Chris Winger
Trustee

By: Jeff Hoppes
Trustee

Approved as to form:


Township Law Director

CITY OF WASHINGTON COURT HOUSE, OHIO

By: Mark Pitstick

Its: Law Director

Approved as to form:


City Attorney

Goals

The District, through its expansion to the Property, represents a collaborative approach to create and preserve jobs and employment opportunities throughout Fayette County, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio. The District will foster and support business growth.

Schedule of New, Expanded, or Additional Services, Facilities or Improvements

In the event that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District, the District will facilitate the provision of the following new, expanded, or additional services, facilities, or improvements:

- Roads, including in certain circumstances resurfacing and maintaining;
- Water and sewer, including but not limited to finding and maintaining water sources, treatment facilities, storage facilities, and all other appurtenances thereto;
- Electric, including but not limited to renewable energy generation and transmission facilities and all other appurtenances thereto;
- Natural gas;
- Fiber;
- Cable; or,
- Any other improvements directly supporting non-residential development within the District or otherwise benefitting the District.

Use of Total Revenues to Fund New, Expanded, or Additional Services, Facilities or Improvements

Pursuant to the Cooperative Grant Agreement to be executed by and among the City, the Township, and the JEDD Board (the "Cooperative Grant Agreement"), up to fifty percent (50%) of the Distributable Revenue (as defined in the Amended JEDD Contract) shall be made available to the City to reimburse Owner of the Property, or any successors or assigns, for costs associated with certain improvements benefitting the Property. The remaining City Share and Township Share of Distributable Revenue, each as defined in the JEDD Contract or Amended JEDD Contract, may be used to carry out any other economic development plans hereunder. There is a presumption that any use of the Township Share for non-residential development within the boundary of the Township, Township positions, or Township equipment purchases indirectly benefit the JEDD.

The City Share and the Township Share, as defined in the Amended JEDD Contract, shall be applied to pay for new, expanded, or additional services, facilities, or improvements:

- costs of infrastructure improvements, which may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements directly supporting non-residential development within the District or otherwise benefitting the District. At certain times during the life of the District and up to certain threshold amounts, such infrastructure improvements include resurfacing or otherwise maintaining roadways within the District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate.
- the Board's administrative expenses, and any remaining balance to be directed to the costs of infrastructure improvements.

ORDINANCE NO. 2 -2020

AN ORDINANCE APPROVING A JOINT ECONOMIC DEVELOPMENT AGREEMENT WITH JEFFERSON TOWNSHIP, FAYETTE COUNTY, OHIO

WHEREAS, the City of Washington Court House ("the City") and Jefferson Township ("the Township") desire to create a joint economic development district ("JEDD") in accordance with Section 715.72 of the Ohio Revised Code, for the purpose of facilitating economic development and redevelopment, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the residents of the City and the Township, and the State of Ohio; and

WHEREAS, the City and the Township are located in Fayette County, State of Ohio, and are authorized by statute to enter into an agreement to create a JEDD; and

WHEREAS, the City and the Township have negotiated the terms of an Agreement ("the JEDD Agreement") attached as Exhibit "A1," to create and govern the JEDD; and

WHEREAS, the City has complied with the duties imposed by Section 715.72 of the Ohio Revised Code prior to adoption of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WASHINGTON COURT HOUSE, FAYETTE COUNTY, OHIO;

SECTION 1: The Council approves the proposed JEDD Agreement, and authorizes and directs the City Manager to enter into said JEDD Agreement.

SECTION 2: The Council further authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Clerk of Council, and other City officials to execute such documents and take such further actions as are necessary to enter into and implement the JEDD Agreement.

SECTION 3: The economic development plan for the JEDD, on file with the Clerk of Council, is hereby approved.

SECTION 4: The Council hereby finds that all formal requirements for its approval of a JEDD Agreement as set forth in Section 715.72 of the Ohio Revised Code have been completed.

SECTION 5: The Council hereby finds that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance, and all deliberations of this Council and any of its committees resulting in formal actions, are hereby found to have occurred in meetings open to the public in compliance with the Ohio Revised Code.

SECTION 6: This ordinance shall become effective at the earliest period authorized by law.

PASSED: March 25, 2020

ATTEST:

Deborah L. Ford
CLERK OF COUNCIL

Jim D. Williams
CHAIRPERSON

APPROVED AS TO FORM:

Mark J. Smith
CITY ATTORNEY

**JEFFERSON TOWNSHIP – WASHINGTON COURT HOUSE
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

This Jefferson Township – Washington Court House Joint Economic Development District Contract (the "Contract") is made and entered into as of 5/18 20 , by and among the City of Washington Court House ("Washington C.H." or "the City"), a municipal corporation formed and operating under the provisions of the Constitution of the State of Ohio and the Charter of the City of Washington Court House, and the Township of Jefferson, Fayette County, Ohio ("Jefferson" or "the Township"), a statutory township formed and operating as provided under the laws of the State of Ohio, with the City and the Township being referenced collectively herein as "the Parties," in accordance with the terms and provisions set forth herein.

RECITALS

A. The Parties intend to enter into this Contract to create and provide for the operation of the Jefferson Township – Washington Court House Joint Economic Development District ("the District") as a joint economic development district in accordance with Section 715.72 of the Revised Code [all statutory references being to the version of the statutes as those sections existed on September 18, 2019] for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

B. Washington C.H. is a municipality located within Fayette County, Ohio, and Jefferson is a township located within Fayette County, Ohio. Washington C.H. borders Union Township, which borders Jefferson. In accordance with Section 715.72(C)(1) of the Ohio Revised Code, the territory of each of the Parties is contiguous to the territory of a township or municipal corporation that is contiguous to the other Party.

C. The legislative authorities of the Parties have each approved, authorized and directed the Parties to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 2 20. 20, enacted by the City Council of Washington Court House on 3/29, 2020 and Resolution No. 2029-10, adopted by the Board of Township Trustees of Jefferson on 3/18, 20. 20

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Parties agree and bind themselves, their agents, employees and successors, as follows:

Section 1. Creation of District: Name. The Parties, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district in accordance with the terms and provisions of this Contract. The joint economic development district created pursuant to this Contract shall be known as the "Jefferson Township – Washington Court House Joint Economic Development District." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The Parties to this Contract are the City of Washington Court House, a municipal corporation existing and operating under the Constitution and laws of the State, including the Charter of the City of Washington Court House, and Jefferson, a township existing and operating under laws of the State, and their respective successors in all or in part.

Section 3. Purpose. In accordance with R.C. 715.72(C), the JEDD Parties intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Fayette County, Washington C.H., Jefferson Township, and the District.

Section 4. Territory of the District. The territorial boundaries of the District are described in Exhibit A attached to and made part of this Contract. The territory of the District is located entirely within Jefferson and does not include any "parcel of land", as defined in R.C. 715.72(E)(1)(c), that is owned in fee by or is leased to a municipal corporation or a township. The territory of each Party is contiguous to the territory of a township, Union, that is contiguous to the territory of the other Party, as required by R.C. 715.72(C)(1). No electors reside or shall reside within the area or areas comprising the District and no part of the area or areas comprising the District is or shall be zoned for residential use. The area comprising the District is zoned [1A Industrial District 1], which is appropriate zoning to carry out the functions of this Contract and to promote economic development.

Restrictions on annexation proceedings under R.C. 715.72(R) shall apply to the unincorporated territory within the District.

Section 5. Addition and Removal of Areas from District. Subject to and consistent with R.C. 715.72(L) and any other applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Contract, including Exhibit A hereto, may be amended from time to time with the consent of all Parties to add certain property within Jefferson to the territory of the District. The addition of territory to the District under this Section may occur upon the filing of a petition pursuant to R.C. 715.72(L)(3) where (a) such petition is signed by all of the owners of that property, and signed by all of the owners of businesses (if any are located on the property) to the Board; (b) a resolution approving the addition of territory to the District is unanimously approved by the Jefferson Township Trustees, (c) appropriate zoning for the proposed additional territory is in place; and (d) the proposed additional territory otherwise satisfies the conditions of R.C. 715.72(E)(1).

The Parties may also amend this Contract from time to time to remove an area from the District in accordance with R.C. 715.72(E)(2).

Section 6. Term. The initial term of this Contract shall commence on the date hereof and shall terminate on December 31, 2049, unless otherwise terminated prior to that date as provided herein. Thereafter, the Contract shall automatically extend for successive ten-year renewal terms, unless the Parties take action to terminate the Contract as set forth herein. The provision herein for the initial term of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

This Contract may be terminated at any time by mutual consent of all of the Parties as authorized by their respective legislative authorities as provided herein. Unless otherwise agreed, for such termination to be effective, the legislative actions of the Parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

In the process of termination of this Contract but prior to final termination, any real or personal property, assets or funds of the District and any obligations, debts, or liabilities of the District shall be distributed among the City and Township based on the Distributable Revenue percentages set forth herein. Before any such distribution, the District shall first use any such property, assets or funds to pay, reduce, or settle any obligations, debts, or liabilities of the District in accordance with the terms under which such obligations, debts, or liabilities were originally incurred. Obligations of the District include, but are not limited to, obligations of the District to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District or

otherwise. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

Notwithstanding Section 12 hereof, this Contract may also be terminated by any Party if it is determined at any time, for any reason, that joint economic development district contracts cannot be implemented, or are held invalid by a court of competent jurisdiction or that the income tax provided for in Section 10 hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by a written notice of such termination from the legislative authority of any Party. The termination shall occur on the date set forth in that notice.

Upon termination of this Contract, any records or documents of the District shall be placed with Washington C.H. for safekeeping, which records and documents shall be maintained by Washington C.H. as are public records of Washington C.H.

This Contract shall continue in existence throughout its term and shall be binding on the Parties and on any entities succeeding such Parties, whether by annexation, merger, consolidation or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger, consolidation or otherwise, the Parties may, but are not required to, amend this Contract to add that municipal corporation as a party to this Contract. In the event that any portion of the territory of Jefferson that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a noncontracting municipal corporation or an incorporation as a municipal corporation, the Parties shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation until and unless the municipal corporation into which such territory would be annexed or merged or that is to be incorporated has either become a party to this Contract and

EXHIBIT A
ORIGINAL JEDD CONTRACT
(attached hereto)

SR 435 / 729 MEGASITE ZONING



1 Inch = 350 feet

0 162.5 325 650 875 1,300 Feet

For reference only and subject to independent verification. User assumes all responsibility for its use.

Date: 2/6/2020



EXHIBIT C

DEPICTION OF OWNER ADDITIONAL PROPERTY (attached hereto)

The real estate situated in the County of Fayette and State of Ohio consisting of the parts of the following parcel numbers, as of tax year 2021, in the records of the Fayette County Auditor's Office (including any subsequent combinations and/or subdivisions of such current parcel numbers to the extent they are in fact part of the Project) that are described and depicted on the map attached below:

060-016-0-00-014-00
060-016-0-00-017-00
060-016-0-00-018-00
060-016-0-00-019-00
060-016-0-00-020-00
060-016-0-00-021-00
060-016-0-00-025-00
060-016-0-00-026-00
060-016-0-00-027-01

Project Site Map

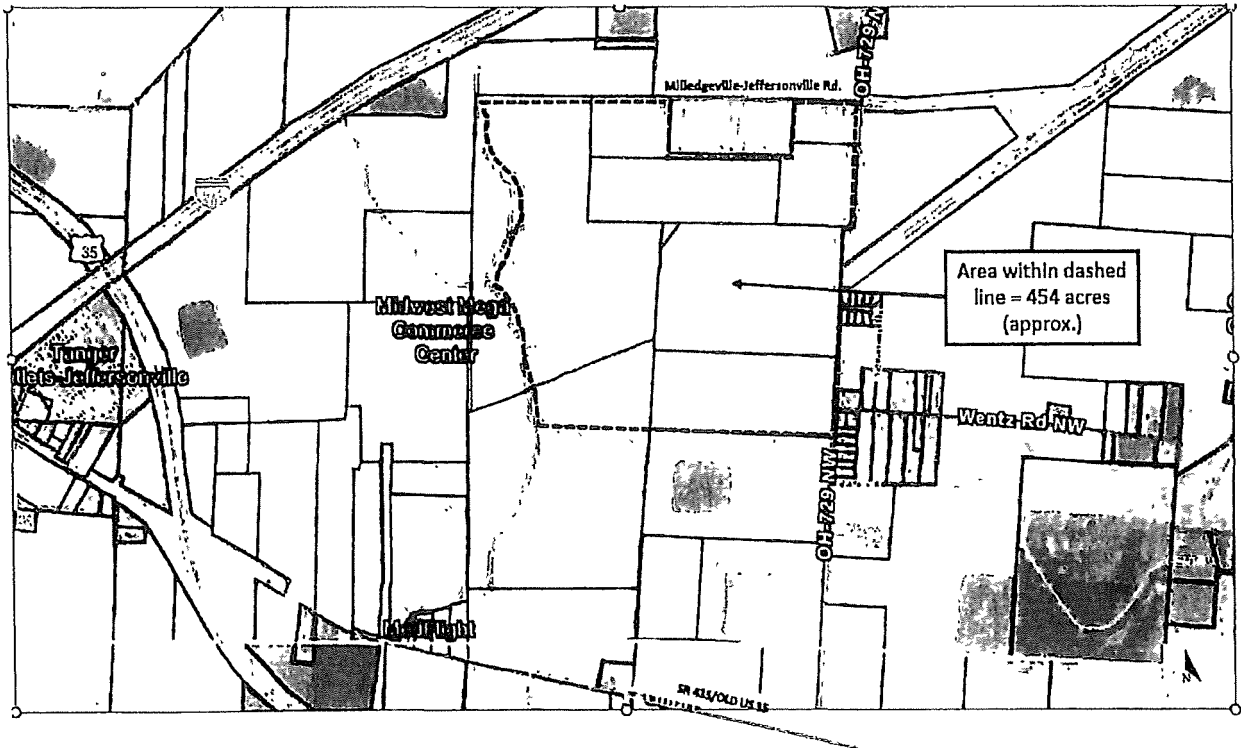


EXHIBIT A

ORIGINAL JEDD CONTRACT
(attached hereto)

EXHIBIT B

DEPICTION OF ORIGINAL JEDD AREA
(attached hereto)

SR 435 / 729 MEGASITE ZONING

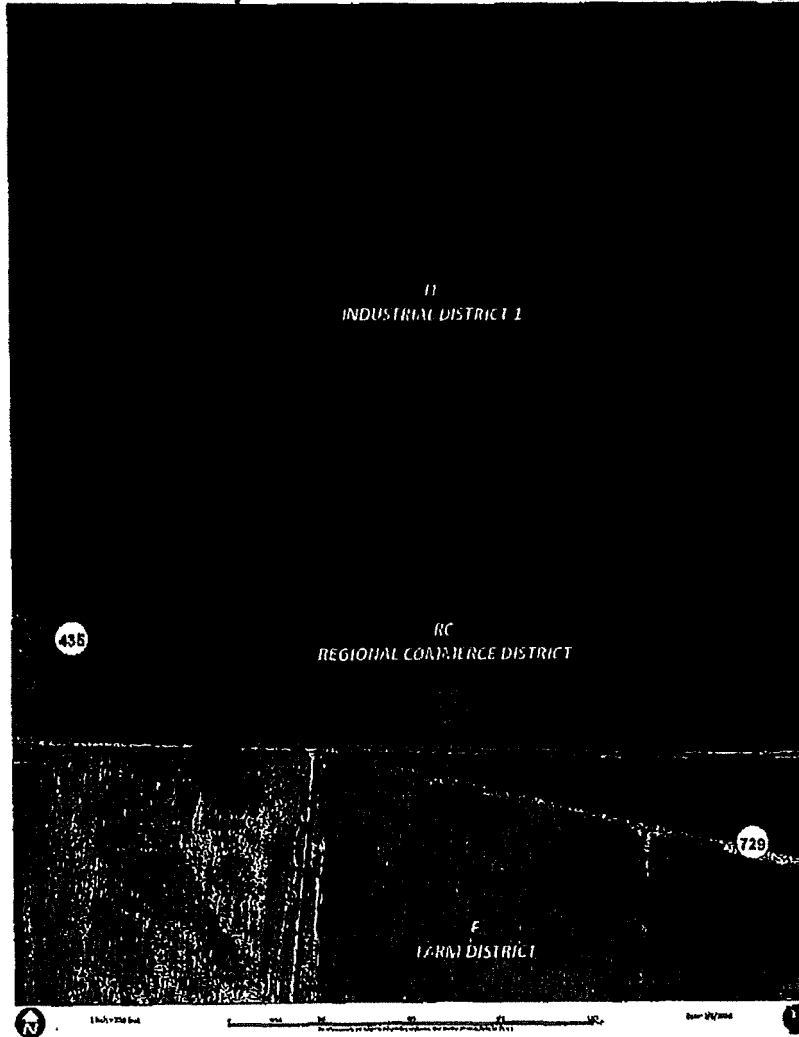


EXHIBIT C

DEPICTION OF OWNER ADDITIONAL PROPERTY

(attached hereto)

The real estate situated in the County of Fayette and State of Ohio consisting of the parts of the following parcel numbers, as of tax year 2021, in the records of the Fayette County Auditor's Office (including any subsequent combinations and/or subdivisions of such current parcel numbers to the extent they are in fact part of the Project) that are described and depicted on the map attached below:

060-016-0-00-014-00
060-016-0-00-017-00
060-016-0-00-018-00
060-016-0-00-019-00
060-016-0-00-020-00
060-016-0-00-021-00
060-016-0-00-025-00
060-016-0-00-026-00
060-016-0-00-027-01

Project Site Map

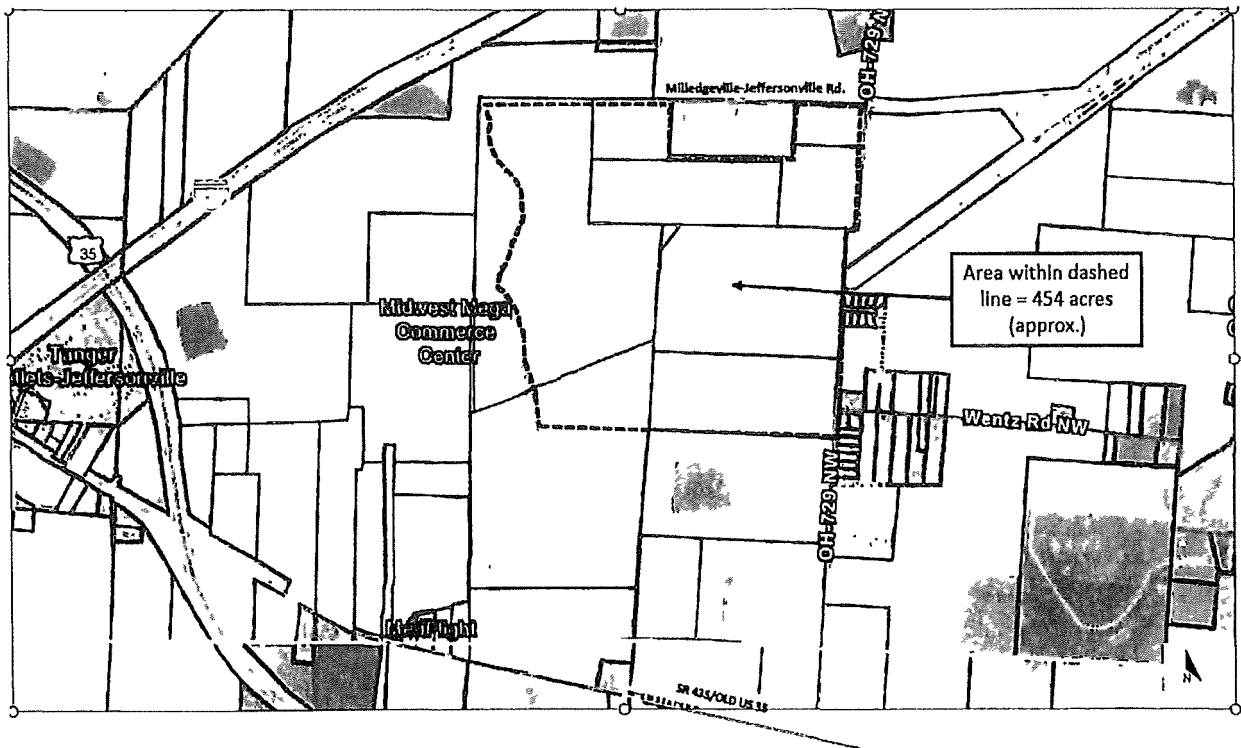


EXHIBIT D
ECONOMIC DEVELOPMENT PLAN
(attached hereto)

ECONOMIC DEVELOPMENT PLAN

Introduction

The purpose of this plan, established pursuant to Section 715.72 of the Ohio Revised Code, is to set forth the economic development objectives with respect to the expansion of the City of Washington Court House-Jefferson Township Joint Economic Development District (the "District") to the Property, as identified below. This plan serves as a framework for the District's efforts to guide income and education attainment, prioritize talent retention, development, and attraction, attract employers, retain and grow the economic base, create more high-growth enterprises, and improve the civic infrastructure in the Township of Jefferson, Fayette County (the "Township") and the City of Washington Court House (the "City") as well as throughout the region as a whole.

The Property is comprised of unincorporated developable land located in growth priority development areas in Fayette County, Ohio. The Property is a collaborative approach between the Township and the City to support economic growth.

The Property consists of approximately 454 acres located in the Township and identified below:

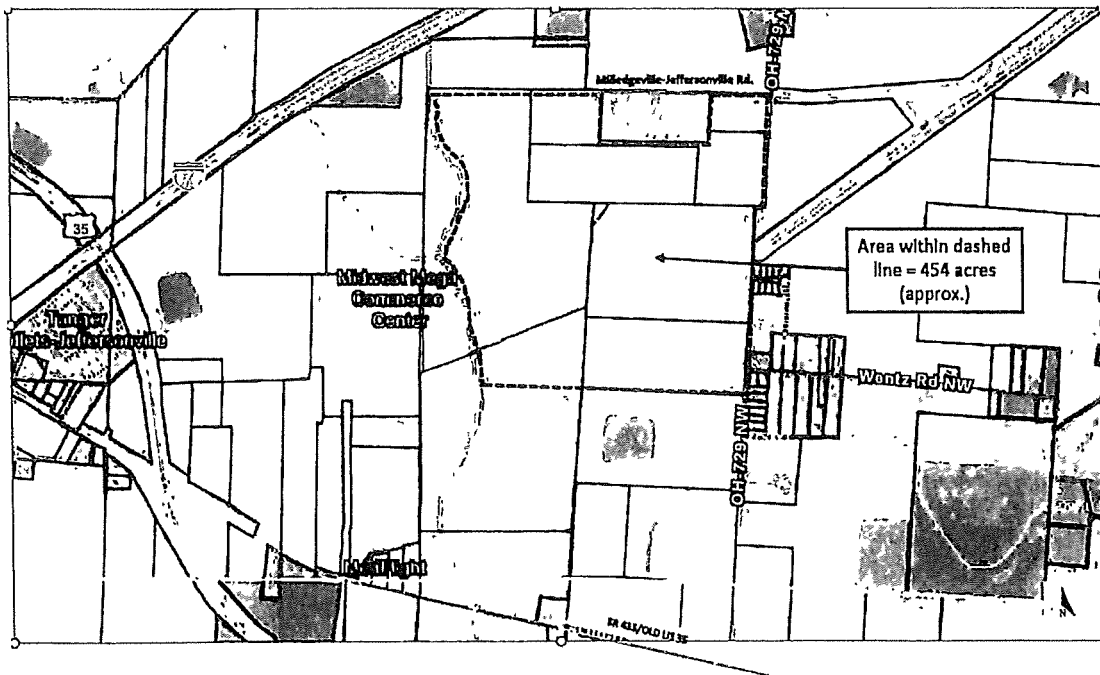


EXHIBIT A

ORIGINAL JEDD CONTRACT
(attached hereto)

EXHIBIT B

DEPICTION OF ORIGINAL JEDD AREA
(attached hereto)

SR 435 / 729 MEGASITE ZONING

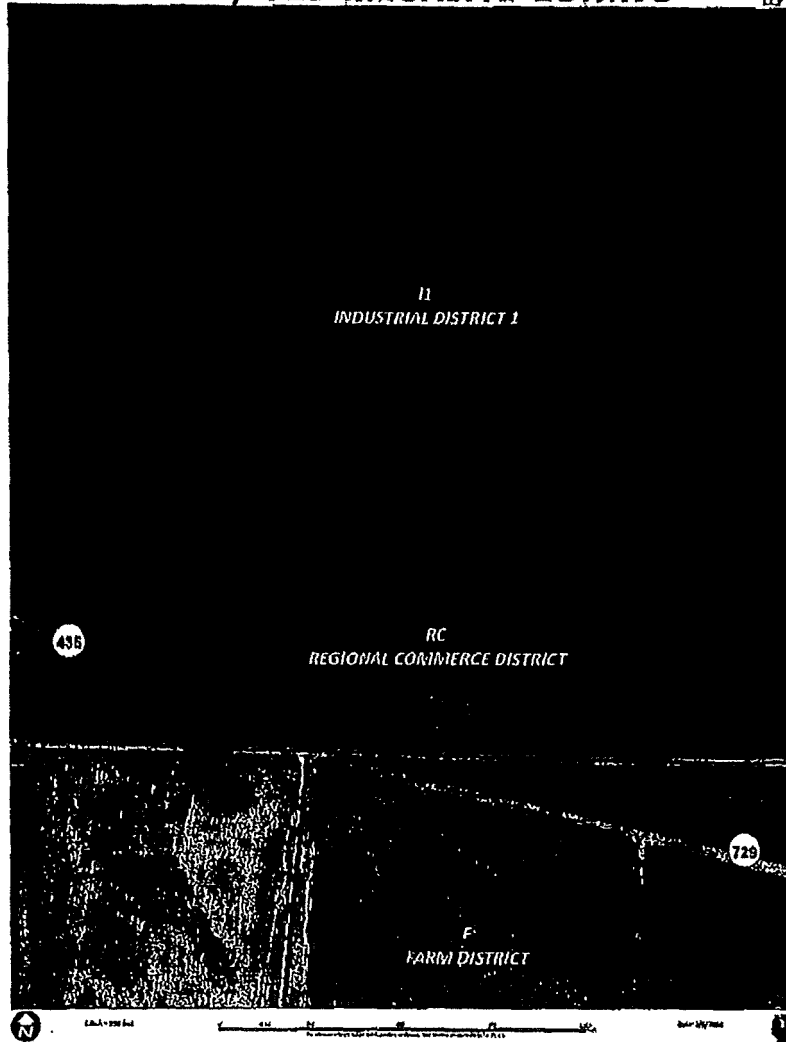


EXHIBIT A
DESCRIPTION OF THE PROPERTY
(To be attached)

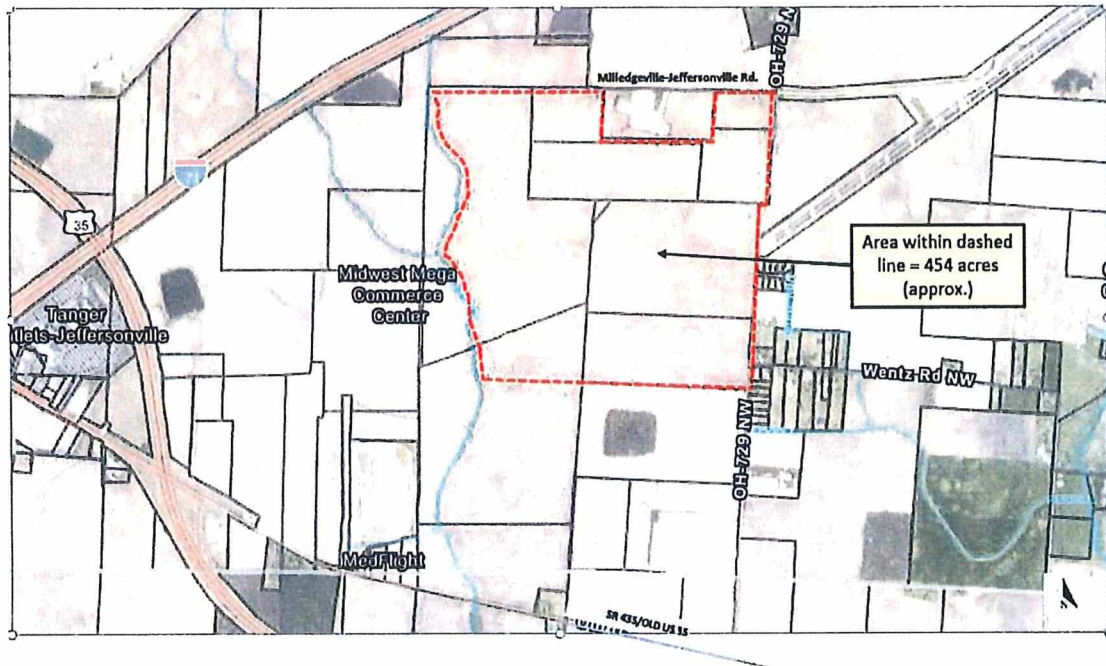


EXHIBIT B
FORM OF AMENDED JEDD CONTRACT
(To be attached)

has assumed all the obligations and responsibilities required under this Contract in connection with such territory or has agreed otherwise to recognize and comply with this Contract in a form acceptable to the Parties.

Section 7. Governmental Service; Contribution to the District. It is the intention of the Parties to provide certain governmental services to the District. The Parties will cooperate to secure state and federal funding to contribute to or reimburse the parties for capital improvements.

In accordance with Section 715.72(F) of the Ohio Revised Code, the Township and the City each agree to provide services and improvements to the District to facilitate economic development in the District. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the Board may contract for such services with any and all of the Parties on such terms as the Board and the respective Parties may agree.

The Parties also each agree to contribute to the development and operation of the District as follows:

A. Services to be provided by Jefferson Township. Jefferson shall provide fire protection and emergency medical services to the District in the same manner as is provided to other unincorporated territory within the Township. The Township shall have the right to issue and reissue levies in all areas of the Township, including the territory in the District, for the provision of such services. The Township will have no responsibility for maintenance of state, county, or city roads located in the District.

B. Services to be provided by Washington C.H. Washington C.H. will provide tax administration services, as set forth in the Tax Agreement defined in Section 10 hereof.

Washington C.H. will also provide the governmental services of economic development assistance and zoning and building administration assistance to the District.

C. Other Services. The Board of Directors of the District shall have authority to propose other services that may be provided by the respective Parties, with the consent of the Parties.

Section 8. Board of Directors. Pursuant hereto, a board of directors (the "Board") is established to govern the District. The Board shall consist of three members appointed as set forth in R.C. 715.72(P)(2). More specifically, the Board shall be composed of one member appointed by and representing Washington C.H., one member appointed by and representing Jefferson, and one member selected by the other two members described above.

If there become established within the District businesses and persons working within the District, then the Board shall consist of five members, appointed as set forth in R.C. 715.72(P)(1). More specifically, the Board shall be composed of one member representing Washington C.H., one member representing Jefferson, one member representing the owners of businesses located within the District, one member representing the persons working within the District, and one member selected by the other four members described above.

Members of the Board representing Washington C.H. shall be appointed by a majority vote of the Washington C.H. City Council. Members of the Board representing the Township shall be appointed by a majority vote of the Jefferson Township Trustees. If businesses become established in the District, the member representing the owners of businesses located within the District shall be appointed by majority vote of the Washington C.H. City Council and the member representing persons working within the District shall be appointed by majority vote of the Jefferson Township

Trustees. The terms of Board members shall be staggered, and service for more than two consecutive terms shall be limited, in the manner set forth in R.C. 715.72(P).

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Chairperson of the Board shall be the Board member selected by the other Board members as set forth in R.C. 715.72(P). The Board shall also elect a Vice-Chair from among its members at the first meeting of the Board and thereafter every other year for a two-year term. The Board shall also select a Secretary and a Treasurer provided, however, that the Secretary and Treasurer may be the same person and need not be a member of the Board. The Chairperson, Vice-Chair, Secretary, and Treasurer ("the Officers") shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Each member of the Board shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

A member of the Board may be removed by the appointing party for "cause," which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such

office. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

Section 9. Powers, Duties, Functions. The Board shall adopt by-laws, which shall provide for the provisions herein and such other provisions as the Board determines necessary to operate the District in accordance with this Contract. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at such location or locations as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board. If the Board consists of three members constituted as set forth in R.C. 715.72(P)(2), a minimum of two members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members present and constituting a quorum to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business, or via e-mail to an e-mail address provided by the Board member electing to receive electronic notice.

The Vice Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the Tax Agreement (as defined in Section 10 hereof) that the Finance Department of the City of Washington C.H. or the Fiscal Officer of the Township shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the board.

The Board shall adopt an annual budget for the District. The fiscal year of the district shall be January 1 through December 31. The budget shall estimate the revenues of the District and expenses of the operation of the district. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Section 10 hereof.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

(1) Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the

satisfaction of debts or enforcement of obligations, or otherwise, with the consent of the Parties to this Agreement;

(2) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District, with the consent of the Parties to this Agreement;

(3) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(4) apply to proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;

(5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the Parties;

(6) promote, advertise and publicize the District, provide information relating to the District and promote the interests and economic development of the District, the Parties to this Contract as well as Fayette County and the State of Ohio;

(7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract, and to appropriate available funds of the District to the payment of regular and recurring expenses of the District such as the preparation and filing of reports with the State of Ohio and other incidental costs of maintaining and administering the District; provided, however, that the Board shall not have authority to contract for engineering services or for the design, acquisition, or construction of capital improvements including but not limited to roads, ditches, sewers, or other public infrastructure, without the consent of the Parties to this Agreement;

(8) with the consent of the Parties to this Agreement, employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the District;

(9) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source or money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; provided, however, that for any grant, aid, or contribution requiring a matching contribution from the District, the Board shall not accept such grant, aid, or contribution without the consent of the Parties to this Agreement; and

(10) purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the district and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary.

All costs of employment for the District, if any, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. The Parties to this Contract shall not be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board shall provide by resolution that the purchases or real or personal property, as well as other goods or services shall comply with applicable rules or regulations of the Parties.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Section 10 hereof.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

Section 10. Income Tax. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of 1.95% in the District in accordance with Section 715.72(F)(5)(b) of the Revised Code. The income tax shall go into effect as soon as is legally permissible. The rate of the income tax shall change from time to time so that it is equal to the highest rate being levied by a municipal corporation that is a Party. The revenues of that income tax shall be used for the purposes of the District and the Parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City of Washington C.H.'s income tax legislation, as it may be amended from time-to-time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

In accordance with Section 715.72 of the Revised Code, the Board shall enter into an agreement with Washington C.H. to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the Finance Director of the City of Washington C.H. shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District as well as the investigation and audit of taxpayer

returns, the issuance of subpoenas in furtherance of those duties, to settle delinquencies with approval of the Board, and to commence and defend legal proceedings in the name of the District or in any way pertaining to the income taxation within the District, with approval of the Board.

On the first business day of each quarter, the Administrator shall provide the District with an amount sufficient to pay the outstanding or expected expenses of the operation of the District for that quarter (including, but not limited to, the expense of administering the income tax pursuant to the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board. Thereafter, the Administration shall repay the Parties the costs, which they incurred to establish the District pursuant to Section 7 hereof, until each Party is paid in full.

"Distributable Revenue" shall be annual gross income tax revenue minus the the Board's reasonable and necessary expenses in administering the District. Distributable Revenue shall be divided among the Parties, with fifty percent (50%) being remitted to the City and fifty percent (50%) remitted to the Township on or before the 10th day of each month. All income tax revenues of the District shall be used to carry out the economic development plan for the District or the portion of the District in which the tax is levied and for any other lawful purpose of the Parties pursuant to this Contract.

The Tax Agreement shall provide that the Administrator shall make a quarterly report to the Board regarding the receipt and distribution of the income tax of the District.

The Parties acknowledge that property taxes levied on property within the District shall be distributed in accordance with Ohio law.

Section 11. Annexation; Zoning. The Parties agree that, so long as this Contract is in effect, the Parties will not (i) accept any annexation petitions for any property located in the

District, or (ii) assist property owners to annex their property located in the District to a municipality. The Parties will not be divested of their rights or obligations under this Contract because of annexation, merger or succession of interests.

From and after the date of this Contract, Jefferson shall not approve the granting of any tax exemption or the use of tax increment financing under Sections 5709.73 to 5709.81 of the Revised Code, as amended from time to time, within the District without the consent of all of the Parties.

As stated in Section 4 of this Contract, on the date of execution of this Contract, none of the area comprising the District is zoned for residential use. Upon the formation of the District, Jefferson agrees to implement and maintain only business, commercial and industrial zoning within the District. For purposes hereof and to the extent permitted by law, "zoning" shall include "conditional zoning", the granting of any variance or other form of permit to use, and otherwise prescribing the uses of property within the District.

Section 12. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Party in default shall have 60 days after receiving written notice from any other Party of the event of default to cure that default. If the default is not cured within that time period, any non-defaulting Party may sue the defaulting Party for specific performance under this Contract, or for damages, or both. Other than as provided in Section 6 hereof, this Contract may not be terminated because of a default unless all Parties agree to such cancellation or termination.

Section 13. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the Parties only in a writing approved by the legislative authorities of all of the JEDD Parties by appropriate legislation authorizing that amendment.

Section 14. Binding Effect. This Contract shall be binding upon the Parties, and the District and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

Section 15. Support of Contract. The Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of Jefferson of the resolution authorizing this Contract if a ballot issue on such resolution is required by R.C. §715.72. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. Each Party shall bear its own costs in any such proceeding challenging this Contract or any term or provision thereof.

Section 16. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 17. Severability. Except as provided in Section 6 hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(1) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof,

made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(2) the illegality or invalidity or any applications hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(3) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 18. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Section 715.72 of the Revised Code as such section existed on September 18, 2019. In the event that Section 715.72 of the Revised Code is amended or supplemented by the enactment of a new section of the Revised Code relating to Joint Economic Developments Districts, the Parties may agree at the time to follow either the provisions of Section 715.72 existing on the date of this Contract or the provisions of Section 715.72 as amended or supplemented, to the extent permitted by law.

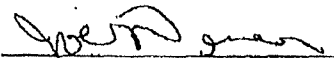
Section 19. Captions and Heading. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 20. Consideration, Utility Contract. The amendment, renewal or termination of a separate contract for utility services does not constitute any part of the consideration for this Contract. Further, other substantial consideration exists to support this Contract, and this Contract has been entered into between the Parties without duress or coercion related to the amendment, renewal or termination of a separate contract for utility services.

Section 21. Economic Development Plan. The Parties approve and ratify the economic development plan for the District, attached hereto as Exhibit B and incorporated herein by reference.

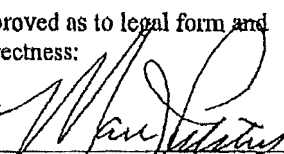
IN WITNESS WHEREOF, the Parties have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

FOR THE CITY OF WASHINGTON COURT HOUSE, OHIO:

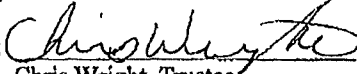
By: 
Joseph J. Denen, City Manager

March 26, 20
Date

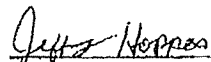
Approved as to legal form and correctness:

By: 
City Attorney
City of Washington Court House, Ohio

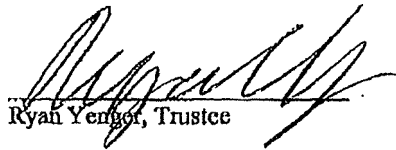
FOR THE TOWNSHIP OF JEFFERSON, FAYETTE COUNTY, OHIO:

By: 
Chris Wright, Trustee

5-18-2020
Date

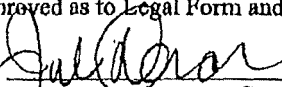

Jeffery Hoppes, Trustee

5-18-2020
Date


Ryan Yenger, Trustee

5-18-2020
Date

Approved as to Legal Form and Correctness:

By: 

Printed Name: Julia Orrison, Esq.

Legal Counsel for the Township of Jefferson
Fayette County, Ohio

**JEFFERSON TOWNSHIP BOARD OF TRUSTEES
FAYETTE COUNTY, OHIO**

The Board of Township Trustees of Jefferson Township (Fayette County), Ohio, met in regular session at the Jefferson Township Hall at 28 South Main Street, Jeffersonville, Ohio 43128, on May 18th, 2020, at 6:30 PM.

Trustee Chris Wright offered a motion to adopt the following Resolution:

RESOLUTION No. 2020-10

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND
DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY
AND BETWEEN THE CITY OF WASHINGTON COURT HOUSE, OHIO AND
JEFFERSON TOWNSHIP (FAYETTE COUNTY), OHIO.**

WHEREAS, the City of Washington Court House, Ohio (the "City") and Jefferson Township (Fayette County), Ohio (the "Township") desire to facilitate economic development, preserve and create jobs and employment opportunities and improve the economic welfare of the residents of the City and the Township; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72 (the "JEDD Statute"), the City and the Township have negotiated the Joint Economic Development District Contract (the "JEDD Contract") now on file with this Board creating the Jefferson Township-Washington Court House Joint Economic Development District (the "JEDD") as described and depicted in Attachment A attached to the JEDD Contract and incorporated therein; and

WHEREAS, pursuant to the JEDD Statute, the Township published notice of the time and place of a public hearing concerning the JEDD Contract and the JEDD at least 30 days prior to that hearing; and

WHEREAS, since publication of that notice, there has been on file with the Fiscal Officer of the Township: (1) a copy of the JEDD Contract, including an economic development plan for the JEDD and the schedule for the provision of new, expanded, or additional services, facilities or improvements described in Ohio Revised Code Section 715.72 (F) (3) (the "Economic Development Plan"), (2) a description of the area to be included in the JEDD including a map in sufficient detail to denote the boundaries of that area and indicating the zoning restrictions applicable to that area and (3) a schedule for the collection of the JEDD Income Tax; and

WHEREAS, this Board and the Council of the City each held a public hearing concerning the JEDD Contract and the JEDD that allowed public comment and recommendations; and

WHEREAS, there is one owner of record of real property located within the JEDD and it has signed a petition consenting to the JEDD; and

WHEREAS, there are no businesses operating within the JEDD on or as of the date of execution of this Resolution; and

RESOLUTION 2020-10

WHEREAS, the territory to be included in the JEDD is zoned in a manner appropriate to the function of the JEDD; and

WHEREAS, the City and the Township desire to enter into the JEDD Contract; and

WHEREAS, it is in the best interest of the Township and its residents to enter into the JEDD Contract with the City.

NOW, THEREFORE, BE IT RESOLVED by a unanimous vote of the Board of Township Trustees of Jefferson Township (Fayette County), Ohio, that:

Section 1. This Board finds and determines that the creation of the JEDD pursuant to the JEDD Contract will facilitate economic development, will create and preserve jobs and employment opportunities and will improve the economic welfare of the residents of the City and Township.

Section 2. This Board finds and determines that the Township and the City have not entered into a separate contract for utility services.

Section 3. This Board approves the JEDD Contract now on file with this Board and shall execute the JEDD Contract on behalf of the Township.

Section 4. This Board finds and determines that the Township's approval, execution and delivery of the JEDD Contract was and will be done freely and without duress or coercion.

Section 5. The Board finds and determines that the conditions set forth in Ohio Revised Code Section 715.72 (M) (1) (a), (b) and (c) are satisfied. Accordingly, the Board hereby invokes its authority under division (M) (1) of said Section and chooses not to submit this Resolution approving the JEDD Contract to the electors of the Township for approval.

Section 6. The members of this Board, the Township Administrator, the Township Fiscal Officer and other appropriate officers of the Township are authorized and directed to: (i) jointly with the City, file with the Director of Development Services, the documents prescribed by the JEDD Statute to be filed, and (ii) execute and deliver such instruments and certificates necessary to effect the creation of the JEDD.

Section 7. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

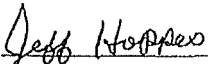
Section 8. This Resolution shall be in full force and effect immediately upon its adoption.

Trustee Jeff Hoppes seconded the motion and the roll being called upon the question of adopting the Resolution the vote resulted as follows:

Voting Aye thereon:

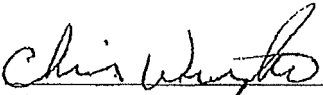
Voting Nay thereon:

RESOLUTION 202010



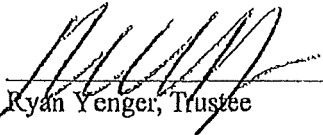
Jeff Hoppes, Trustee

Jeff Hoppes, Trustee



Chris Wright, Trustee

Chris Wright, Trustee



Ryan Yenger, Trustee

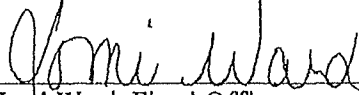
Ryan Yenger, Trustee

**BOARD OF TRUSTEES
JEFFERSON TOWNSHIP
FAYETTE COUNTY, OHIO**

The motion carried and the Resolution was adopted.

I, Jomi Ward, Fiscal Officer of Jefferson Township (Fayette County), Ohio, do hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Township Trustees of Jefferson Township (Fayette County), Ohio, duly adopted on May 18, 2020.

Dated: May 18, 2020



Jomi Ward, Fiscal Officer
Jefferson Township (Fayette County), Ohio

CERTIFICATE OF PUBLIC HEARING AND PUBLISHED NOTICE

I, the undersigned Fiscal Officer of Jefferson Township (Fayette County) (the "Township"), hereby certify that on May 18, 2020, the Board of Township Trustees held a public hearing as required by the Ohio Revised Code Section 715.72 concerning a proposed contract between the City of Washington Court House, Ohio and the Township to create a joint economic development district to be known as the "Jefferson Township-Washington Court House Joint Economic Development District". Attached as "Exhibit A" is evidence of publication in the Record Herald of the notice of said hearing.

Verni Ward
Name: Verni Ward
Position: Fiscal Officer
Date: 8/17/20

EXHIBIT A

MAP OF THE DISTRICT

SR 435 / 729 MEGASITE ZONING



I1
INDUSTRIAL DISTRICT 1

JEFFERSON

RC
REGIONAL COMMERCE DISTRICT

435

729

03000200002000
SHERIDAN RUTH ANN PERRILL ETAL
183.56

JASPER

State Of Ohio 0001

03000200002000
SHERIDAN RUTH ANN PERRILL ETAL
183.56

F
FARM DISTRICT



1 Inch = 350 feet

0 167.5 335 670 1005 1340 Feet

For reference only and subject to independent verification. User assumes all responsibility for its use.

Date: 2/6/2020



EXHIBIT B
ECONOMIC DEVELOPMENT PLAN

**ECONOMIC DEVELOPMENT PLAN
FOR WASHINGTON C.H. – JEFFERSON TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT**

Introduction

The purpose of this plan, established pursuant to Ohio Revised Code 715.72(F)(3), is to set forth the objectives of the Washington C.H. – Jefferson Township Joint Economic Development District (the "District"). The District shall be operated in accordance with the Washington C.H. – Jefferson Township Joint Economic Development District Contract (the "Contract"). This plan shall serve as a framework for District efforts to engineer economic growth in Jefferson Township, Fayette County, Ohio (the "Township") and the City of Washington Court House, Ohio (the "City"), and provide improvements and services to support ancillary economic growth and sustainability throughout the region as a whole.

Background

The District is located on approximately 79.672 total acres located generally in the area surrounding and proximate to Steven L Sollars Btal and Martin Land Company, bordering State Route 729 and 435. The property within the District, much of which is either current or former farm or forested land with no existing improvements, is destined for development. The District serves as an integral entity necessary to satisfy the inevitable need for infrastructure and services to support that development.

The District is located at a prime location nearly equidistant to the cities of Columbus, Cincinnati, and Dayton, Ohio, and directly adjacent to interstate highway and rail.

The District, together with the Township and the City, will strive to enable regional growth in a sustainable manner, as well activate economic development for the benefit of local and regional citizens. The District will strive to maintain and expand business opportunities in the Township and the City that will further advance the quality of life for area residents. It will promote high-quality development to fulfill the needs of businesses in the area as well as residents throughout the community, and to attract new business and talent to the community.

Goals

The priority of the District, upon formation, will be to generate financial resources necessary to provide appropriate governmental services and public infrastructure in support of commercial and industrial growth, and to maintain existing infrastructure in the area to accommodate the increased demands of such growth. For example, the burden of additional automobile traffic on connected roadways will require significant investment to ensure efficient and safe traffic patterns.

The District will work closely with other local governments, including the Township, the City, Fayette County, the State of Ohio, and private developers spearheading additional private development, to ensure that the District can maximize the potential benefits of its location and maintain and enhance the quality of life available to local residents and workers.

Schedule for New, Expanded, and Additional Services, Facilities, and Improvements

The District will facilitate the provision of the following new, expanded, and additional services, facilities, and improvements:

- Encouragement of economic development, job creation, and commercial investment in order to retain and create jobs in and around the District;
- Provision of periodic capital improvements and long-term maintenance of the roadways, intersections, signage, and other public infrastructure as economic development occurs within the District;
- Provision of periodic capital improvements and long-term maintenance of the roadways, intersections, signage, and other public infrastructure within the Township generally, resulting from public and private development within the District and resulting in increased use of Township infrastructure generally;
- Provision of governmental services, including fire, and emergency medical service protection in and around the District and throughout the Township; and
- Any other purposes permitted by law.

Schedule for the Collection of Income Taxes

The Board of the District (the "Board") will levy an income tax within the District in accordance with Ohio Revised Code Section 715.72(F)(5)(a) based on both the income earned by persons employed or residing within the District and the net profit of businesses operating within the District.

For each fiscal year during which the Contract is effective, the Board shall levy the income tax on the income earned by persons employed or residing within the District and the net profit of business operating within the District at a rate of one and ninety-five hundredths percent (1.95%), or the highest income tax rate levied by a Party to the Contract. For each year the Contract is in effect, "Total Revenues" for a fiscal year shall equal the sum of all income tax collected from any business or entity within the District for the fiscal year and all income tax collected from any person employed or residing within the District for the fiscal year.

The Board will adopt the provisions of the City's income tax legislation and will contract with the City to administer, collect, and enforce the income tax on the Board's behalf (the "Tax Agreement"). The Board shall enter into this Tax Agreement as expeditiously as possible. The Tax Agreement shall provide that the City is responsible for the receipt, safeguarding, and investment of the income tax revenues collected within the District and that the City shall make a quarterly report to the Board regarding the receipt and distribution of the income tax of the District during the previous fiscal year, as well as any other reports or projections as described in the Contract or as determined to be advisable by the City, the Township, or the Board. The District shall rely on the City to collect, administer, and enforce the income tax applicable in the District in accordance with this Agreement.

For each fiscal year of the District, the Board shall establish a budget for the expenditure of the Total Revenues (the "Budget"). The Budget shall consist of the following items:

- 1) District Retainage, equal to the lesser of (a) two thousand dollars (\$2,000), or (b) one percent (1%) of the Total Revenues, shall be set aside by the Board for long-term maintenance of the District in accordance with the Contract;
- 2) The Distributable Revenue, equal to the Total Revenues less the items listed in item (1), above, shall be allocated as follows:
 - a) 50% of the Distributable Income shall be budgeted for distribution to the City; and

b) 50% of the Distributable Income shall be budgeted for distribution to the Township;

If the Total Revenues of the District are insufficient to cover the budgeted operating expenses of the District, the Board shall increase the Total Revenues budgeted for long term maintenance of the District upon approval by the City and Township.

The District expects this Economic Development Plan to be integrated and complementary to the economic development planning for the entire area of the Township, and is expected to provide the stimulus for the economic enhancement of Jefferson Township and to maintain and create jobs and economic opportunities for the residents of Jefferson Township, the City of Washington Court House, Fayette County, and surrounding areas.

EXHIBIT B

DEPICTION OF ORIGINAL JEDD AREA
(attached hereto)

SR 435 / 729 MEGASITE ZONING

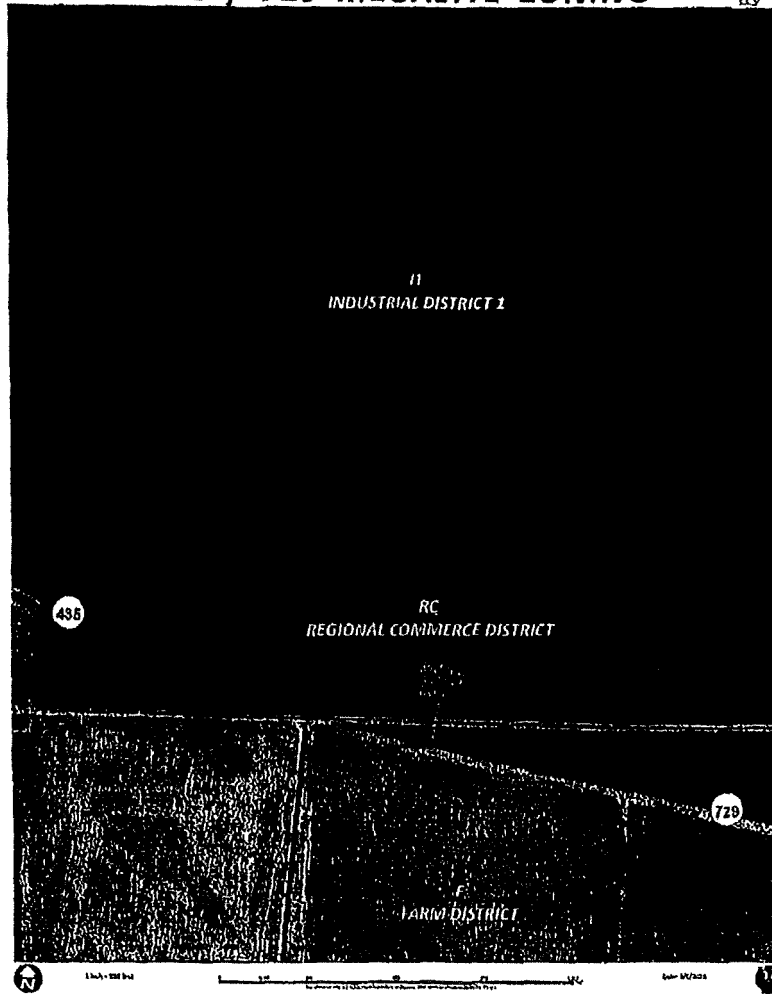


EXHIBIT C

DEPICTION OF OWNER ADDITIONAL PROPERTY

(attached hereto)

The real estate situated in the County of Fayette and State of Ohio consisting of Parcel Number 060-016-0-00-017-00 in the records of the Fayette County Auditor's Office (including any subsequent combinations and/or subdivisions of such current parcel numbers to the extent they are in fact part of the Project) that are described and depicted on the map attached below:

Project Site Map

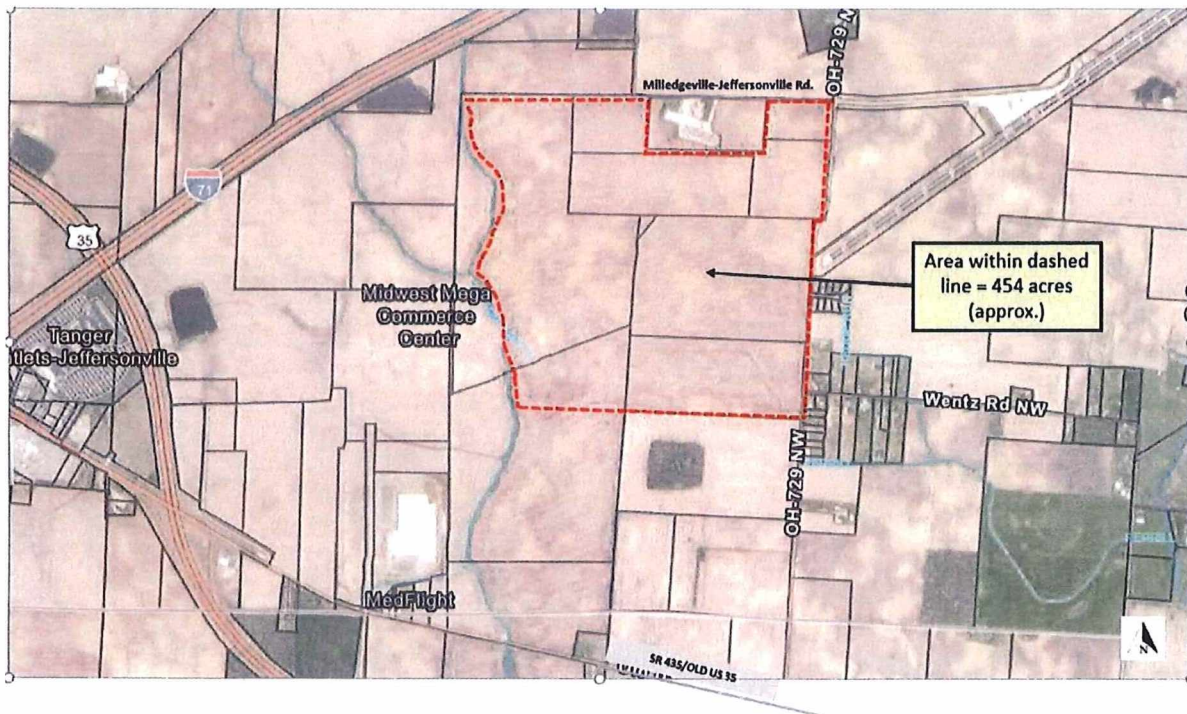


EXHIBIT D
ECONOMIC DEVELOPMENT PLAN
(attached hereto)

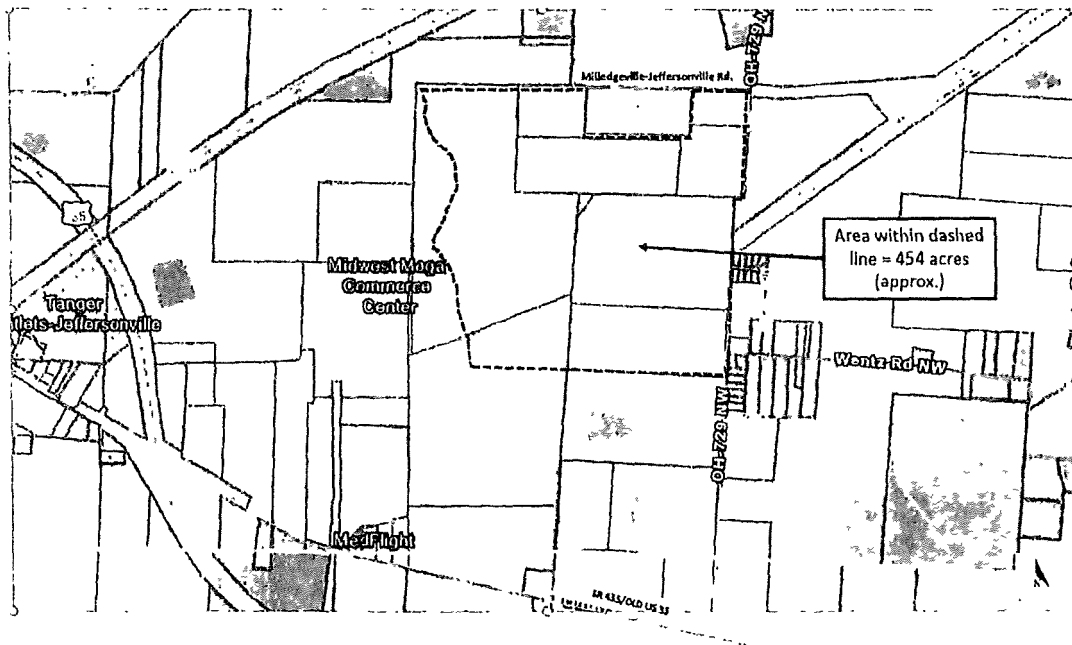
ECONOMIC DEVELOPMENT PLAN

Introduction

The purpose of this plan, established pursuant to Section 715.72 of the Ohio Revised Code, is to set forth the economic development objectives with respect to the expansion of the City of Washington Court House-Jefferson Township Joint Economic Development District (the "District") to the Property, as identified below. This plan serves as a framework for the District's efforts to guide income and education attainment, prioritize talent retention, development, and attraction, attract employers, retain and grow the economic base, create more high-growth enterprises, and improve the civic infrastructure in the Township of Jefferson, Fayette County (the "Township") and the City of Washington Court House (the "City") as well as throughout the region as a whole.

The Property is comprised of unincorporated developable land located in growth priority development areas in Fayette County, Ohio. The Property is a collaborative approach between the Township and the City to support economic growth.

The Property consists of approximately 454 acres located in the Township and identified below:



Goals

The District, through its expansion to the Property, represents a collaborative approach to create and preserve jobs and employment opportunities throughout Fayette County, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio. The District will foster and support business growth.

Schedule of New, Expanded, or Additional Services, Facilities or Improvements

In the event that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District, the District will facilitate the provision of the following new, expanded, or additional services, facilities, or improvements:

- Roads, including in certain circumstances resurfacing and maintaining;
- Water and sewer, including but not limited to finding and maintaining water sources, treatment facilities, storage facilities, and all other appurtenances thereto;
- Electric, including but not limited to renewable energy generation and transmission facilities and all other appurtenances thereto;
- Natural gas;
- Fiber;
- Cable; or,
- Any other improvements directly supporting non-residential development within the District or otherwise benefitting the District.

Use of Total Revenues to Fund New, Expanded, or Additional Services, Facilities or Improvements

Pursuant to the Cooperative Grant Agreement to be executed by and among the City, the Township, and the JEDD Board (the "Cooperative Grant Agreement"), up to fifty percent (50%) of the Distributable Revenue (as defined in the Amended JEDD Contract) shall be made available to the City to reimburse Owner of the Property, or any successors or assigns, for costs associated with certain improvements benefitting the Property. The remaining City Share and Township Share of Distributable Revenue, each as defined in the JEDD Contract or Amended JEDD Contract, may be used to carry out any other economic development plans hereunder. There is a presumption that any use of the Township Share for non-residential development within the boundary of the Township, Township positions, or Township equipment purchases indirectly benefit the JEDD.

The City Share and the Township Share, as defined in the Amended JEDD Contract, shall be applied to pay for new, expanded, or additional services, facilities, or improvements:

- costs of infrastructure improvements, which may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements directly supporting non-residential development within the District or otherwise benefitting the District. At certain times during the life of the District and up to certain threshold amounts, such infrastructure improvements include resurfacing or otherwise maintaining roadways within the District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate.
- the Board's administrative expenses, and any remaining balance to be directed to the costs of infrastructure improvements.

EXHIBIT C
FORM OF JEDD PETITION
(To be attached)

PETITION

(For Property Owner in proposed JEDD District)

To: The City Council of the City of Washington Court House and the Board of Trustees of Jefferson Township, Fayette County, Ohio

WHEREAS, the contiguous communities of the City of Washington Court House (the “City”), located in Fayette County, Ohio, and Jefferson Township (the “Township”), located in Fayette County, Ohio, contemplate entering into an agreement to amend the Jefferson Township – Washington Court House Joint Economic Development District Contract dated May 18, 2020 (the “Amended JEDD Contract”) to include within the territory of that Joint Economic Development District (the “District”) the property owned by the Petitioner (the “Property”, as further described below;

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Clerk of Council of the City and in the office of the Fiscal Officer of the Township:

- (A) A copy of the Amended JEDD Contract, including the economic development plan for the District and the schedule for the provision of new, expanded, or additional services, facilities, or improvements described in division (F)(3) of section 715.72 of the Revised Code;
- (B) A description of the area or areas to be included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas; and
- (C) A schedule for the collection of an income tax as required under division (I) of section 715.72 of the Revised Code.

WHEREAS, a copy of the Amended JEDD Contract in the form originally on file in accordance with section 715.72(I) of the Revised Code is attached hereto as Exhibit A;

NOW, THEREFORE, the undersigned petitioner (the “Petitioner”) hereby consents to the inclusion of the Property in the proposed Jefferson Township – Washington Court House Joint Economic Development District Joint Economic Development District, as amended, and requests that the City and the Township enter into the Amended JEDD Contract, in the form attached hereto as Exhibit A.

The Petitioner represents and warrants with regard to the Property owned by the Petitioner in the proposed District that:

- (1) the Petitioner is owner of the Property;
- (2) the Property is accurately described below;
- (3) no electors reside on the Property; and
- (4) the Property is located within the Township and within the proposed District under the terms of the Amended JEDD Contract.

The Petitioner is the owner of the property in the proposed District consisting of Parcel Number 060-016-0-00-017-00 with a temporary street address of 8500 Bluegrass Blvd NW, Jeffersonville OH 43128 (the "Property").

PETITIONER

HONDA DEVELOPMENT & MANUFACTURING OF AMERICA, LLC

24000 Honda Parkway, Marysville, Ohio 43040

Signature: Bob Nelson

Name: Bob Nelson

Title: Authorized Representative

December 2, 2022

PETITION

To: The Board of Township Trustees of Jefferson Township, Fayette County, Ohio, and the City Council of the City of Washington Court House, Ohio

WHEREAS, the Township of Jefferson, Fayette County, Ohio (the "Township") and the City of Washington Court House, Ohio (the "City"), which are contiguous communities sharing a mutual interest in promoting economic development, are parties to that certain agreement (the "Agreement") establishing and governing the Jefferson Township-Washington Court House Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Fiscal Officer of the Township and the office of the Fiscal Officer of the City:

- (A) A copy of an Amendment to the Agreement (the "Amendment") to add certain territory to the proposed District, as is more particularly described in the Amendment (the "New Territory"); and
- (B) A description of the New Territory, including a map in sufficient detail to denote the specific boundaries of the New Territory and to indicate any zoning restrictions applicable to the New Territory.

NOW, THEREFORE, the undersigned petitioners (the "Petitioners") hereby request the expansion of the Jefferson Township-Washington Court House Joint Economic Development District and, to that end, petition and request that the Township and the City execute and deliver the Amendment at the earliest time permitted by law.

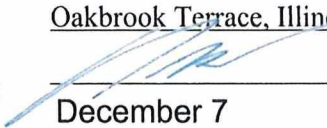
Each Petitioner represents and warrants with respect to the business described or named next to the signature of the Petitioner (the "Business"):

- (1) the Petitioner is any officer, employee, or agent with authority to make decisions legally binding upon the Business;
- (2) the Business is accurately described below; and
- (3) the Business currently has operations within the New Territory, which is within the territory of the Township.

This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the businesses located within the area to be added to the District.

PETITIONERS

BUSINESS NAME

Name:	<u>Michael J. Mazzoli</u>	<u>Professional Services Industries,</u>
Address:	<u>1901 S. Meyers Road, Suite 400</u>	<u>Inc.</u>
	<u>Oakbrook Terrace, Illinois 60181</u>	
Signature:		
Date:	<u>December 7</u>	
	<u>2022</u>	

Name:	_____	_____
Address:	_____	
Signature:	_____	
Date:	_____, 2022	

Name:	_____	_____
Address:	_____	
Signature:	_____	
Date:	_____, 2022	

Name:	_____	_____
Address:	_____	
Signature:	_____	
Date:	_____, 2022	

Name:	_____	_____
Address:	_____	
Signature:	_____	
Date:	_____, 2022	

PETITION

To: The Board of Township Trustees of Jefferson Township, Fayette County, Ohio, and the City Council of the City of Washington Court House, Ohio

WHEREAS, the Township of Jefferson, Fayette County, Ohio (the "Township") and the City of Washington Court House, Ohio (the "City"), which are contiguous communities sharing a mutual interest in promoting economic development, are parties to that certain agreement (the "Agreement") establishing and governing the Jefferson Township-Washington Court House Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Fiscal Officer of the Township and the office of the Fiscal Officer of the City:

- (A) A copy of an Amendment to the Agreement (the "Amendment") to add certain territory to the proposed District, as is more particularly described in the Amendment (the "New Territory"); and
- (B) A description of the New Territory, including a map in sufficient detail to denote the specific boundaries of the New Territory and to indicate any zoning restrictions applicable to the New Territory.

NOW, THEREFORE, the undersigned petitioners (the "Petitioners") hereby request the expansion of the Jefferson Township-Washington Court House Joint Economic Development District and, to that end, petition and request that the Township and the City execute and deliver the Amendment at the earliest time permitted by law.

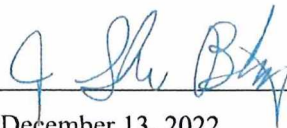
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- (1) the Petitioner is any officer, employee, or agent with authority to make decisions legally binding upon the Business;
- (2) the Business is accurately described below; and
- (3) the Business currently has operations within the New Territory, which is within the territory of the Township.

This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the businesses located within the area to be added to the District.

PETITIONERS

BUSINESS NAME

Name: J. Shane Bailey Industrial Project Innovation, LLC
Address: 7660 Pelham Rd., Suite B, Greenville,
SC 29615
Signature: 
Date: December 13, 2022

Name: _____
Address: _____
Signature: _____
Date: _____, 2022

Name: _____
Address: _____
Signature: _____
Date: _____, 2022

Name: _____
Address: _____
Signature: _____
Date: _____, 2022

Name: _____
Address: _____
Signature: _____
Date: _____, 2022

PETITION

To: The Board of Township Trustees of Jefferson Township, Fayette County, Ohio, and the City Council of the City of Washington Court House, Ohio

WHEREAS, the Township of Jefferson, Fayette County, Ohio (the "Township") and the City of Washington Court House, Ohio (the "City"), which are contiguous communities sharing a mutual interest in promoting economic development, are parties to that certain agreement (the "Agreement") establishing and governing the Jefferson Township-Washington Court House Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Fiscal Officer of the Township and the office of the Fiscal Officer of the City:

- (A) A copy of an Amendment to the Agreement (the "Amendment") to add certain territory to the proposed District, as is more particularly described in the Amendment (the "New Territory"); and
- (B) A description of the New Territory, including a map in sufficient detail to denote the specific boundaries of the New Territory and to indicate any zoning restrictions applicable to the New Territory.

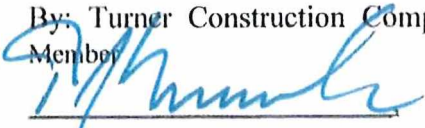
NOW, THEREFORE, the undersigned petitioners (the "Petitioners") hereby request the expansion of the Jefferson Township-Washington Court House Joint Economic Development District and, to that end, petition and request that the Township and the City execute and deliver the Amendment at the earliest time permitted by law.

Each Petitioner represents and warrants with respect to the business described or named next to the signature of the Petitioner (the "Business"):

- (1) the Petitioner is any officer, employee, or agent with authority to make decisions legally binding upon the Business;
- (2) the Business is accurately named below; and
- (3) the Business currently has operations within the New Territory, which is within the territory of the Township.

This Petition, which may be signed in counterparts (all of which shall constitute one Petition), is signed by a majority of the businesses located within the area to be added to the District.

PETITIONERS/BUSINESS NAME

Name: Turner-Yates-Kokosing, LLC
By: By: Turner Construction Company,
Member
By: 
262 Hanover Street, Columbus, Ohio
43215
December 6th,
2022

Name: _____
Address: _____
Signature: _____
Date: _____, 2022

Name: _____
Address: _____
Signature: _____
Date: _____, 2022

Name: _____
Address: _____
Signature: _____
Date: _____, 2022

Name: _____
Address: _____
Signature: _____
Date: _____, 2022

EXHIBIT D

LIST OF CERTAIN ELIGIBLE EXPENDITURES

The Parties agree that any projected costs listed on this Exhibit D are good faith estimates provided for informational purposes only and shall not be construed in a manner that would limit the amount of funds available from the Annual City Grant for any of the Eligible Expenditures. The Parties recognize that the costs associated with any of the Eligible Expenditures may increase or decrease significantly and this Agreement confers no right to the City, the Township, or the JEDD Board to control, influence, or approve the design or construction of any of the Eligible Expenditures.

- **Mass Grading and Pad Development.** Mass grading of the Property, and the construction of a building pad with a two foot undercut and six feet of fill over approximately 60 acres of the Property and an additional two foot build up on approximately 225 acres of the Property for ancillary building pads. The Parties acknowledge and agree that all of the foregoing details concerning grading and building pad development on the Property are subject to change as engineering, design and construction of the Project progress. Projected Cost: \$27M.
- **Temporary Laydown and Roads.** Construction of temporary roads, equipment/material laydown areas, an area to accommodate construction trailers, and a temporary parking area, all as necessary for construction of the Project, and restoration of the Property and any other area encompassing any of the foregoing to their original condition following construction. Projected Cost: \$13.8M.
- **Roadways.** Construction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, and construction of publicly accessible roadways (whether publicly or privately owned) within, adjacent to, or adjoining the Property, but solely to the extent not paid for, and subject to reimbursement from, the Project Incentives. Projected Cost: To be determined.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above and facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes. For purposes of this Agreement, utilities include all infrastructure necessary to deliver gas to the Property as well as power substations, including customer-owned substations servicing only the Property. Projected Cost: \$37.3M.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Parcels by one or more public or private entities necessary for redevelopment of the Parcels.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements identified on this Exhibit D.

EXHIBIT E
PROJECT APPROVALS

- Zoning Certificate - Jefferson Township