

**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 25th 2023
Second Reading: January 26th 2023
Third Reading: January 27th 2023

Adopted: January 27, 2023

Effective: January 27, 2023

Approved as to form:

Mary Miller
Law Director

Signed:

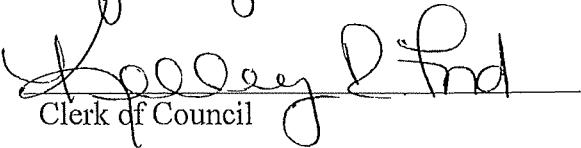
Dale Lynch
Council Chairperson

Attest:

Karen P. Brody
Clerk of Council

AUTHENTICATION

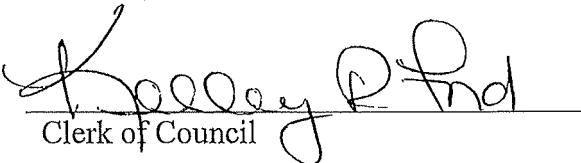
This is to certify that this Ordinance was duly adopted and filed with the Clerk of Council of the City of Washington Court House, this 27 day of January 2023.



Kelley P. Ford
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.



Kelley P. Ford
Clerk of Council

Dated: January 27, 2023

EXHIBIT A

JEDD AMENDMENT

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

ORDINANCE [REDACTED]

**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: _____
Second Reading: _____
Third Reading: _____

Adopted: _____, 2023

Effective: _____, 2023

Approved as to form:

Signed:

Council Chairperson

Attest:

Clerk of Council

Law Director

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 _____ day of _____ 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. _____, passed _____, 202_____, the City Council of the City has approved the execution of this Amendment. Pursuant to Resolution No. _____, passed _____, 202_____, 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: _____
Trustee

By: _____
Trustee

Approved as to form:

Township Law Director

CITY OF WASHINGTON COURT HOUSE, OHIO

By: _____
Its: _____

Approved as to form:

City Attorney

EXHIBIT A

ORIGINAL JEDD CONTRACT
(attached hereto)

EXHIBIT B

DEPICTION OF ORIGINAL JEDD AREA
(attached hereto)

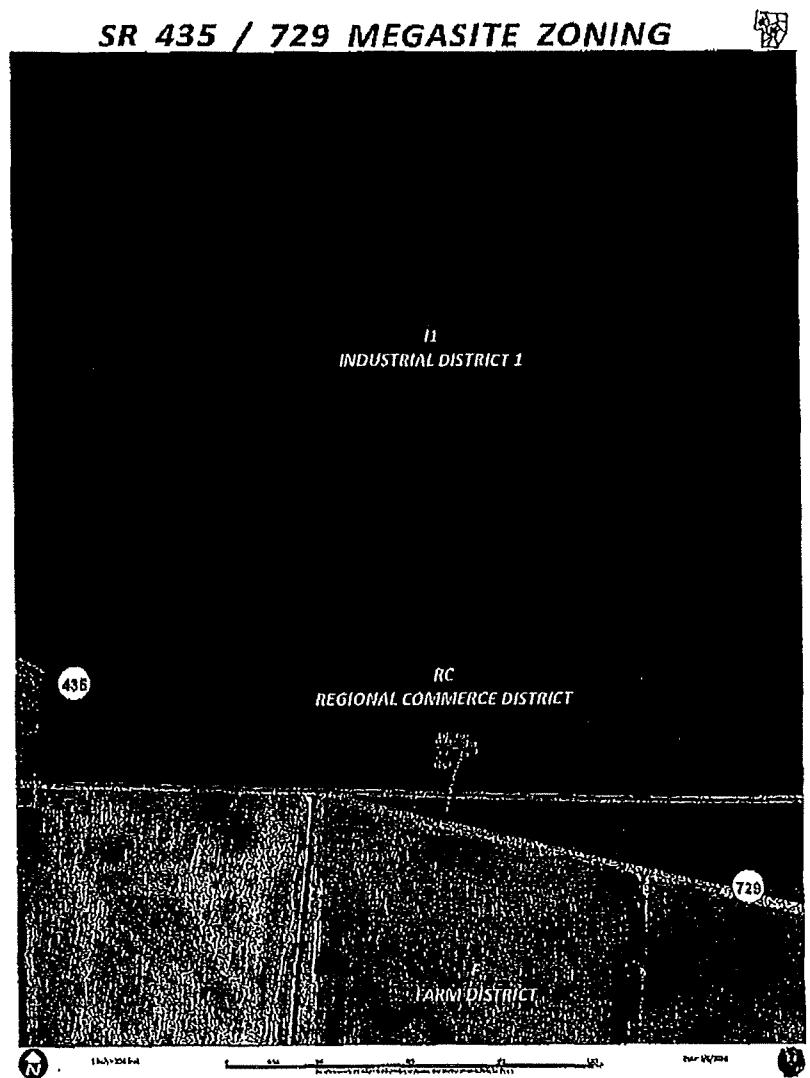


EXHIBIT C

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

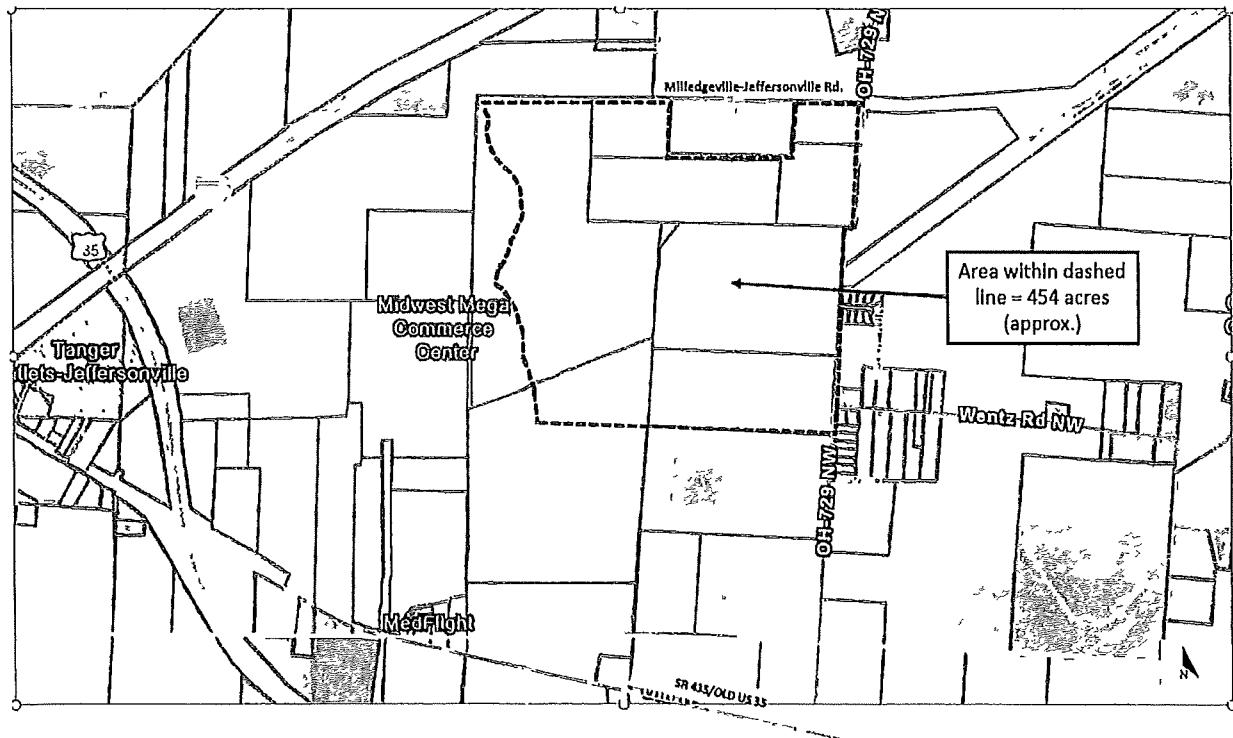


EXHIBIT D
ECONOMIC DEVELOPMENT PLAN
(attached hereto)

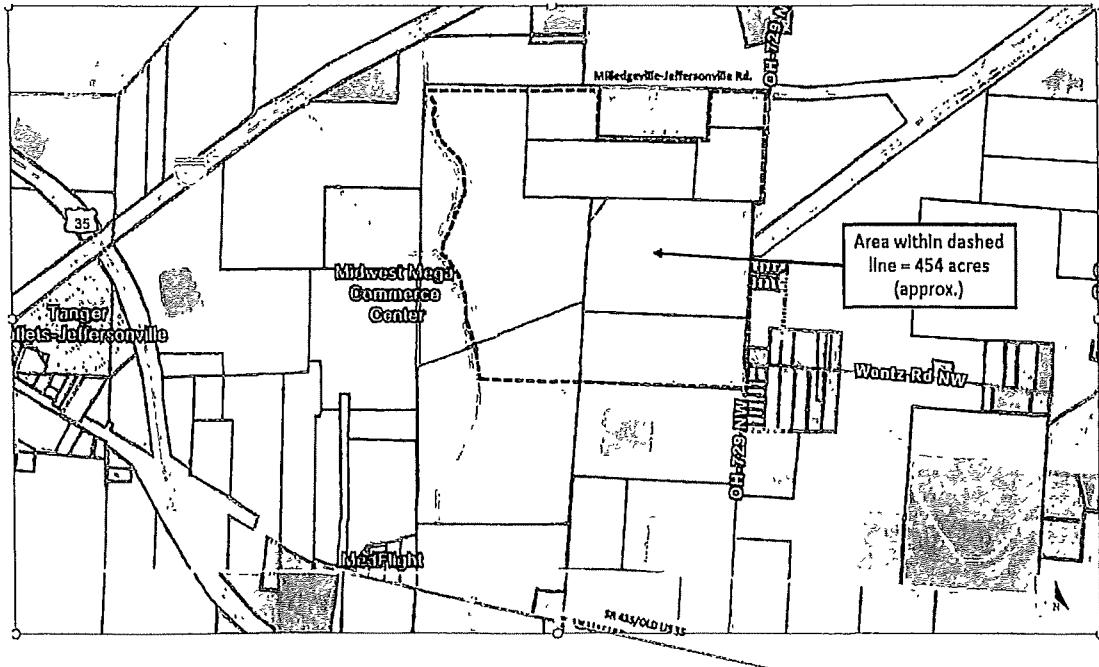
ECONOMIC DEVELOPMENT PLAN

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:



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.

**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. _____, passed _____, 202_____, the City Council of the City has approved the execution of this Amendment. Pursuant to Resolution No. _____, passed _____, 202_____, 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: _____
Trustee

By: _____
Trustee

Approved as to form:

Township Law Director

CITY OF WASHINGTON COURT HOUSE, OHIO

By: _____

Its: _____

Approved as to form:

City Attorney

EXHIBIT A

ORIGINAL JEDD CONTRACT
(attached hereto)

EXHIBIT B

DEPICTION OF ORIGINAL JEDD AREA
(attached hereto)

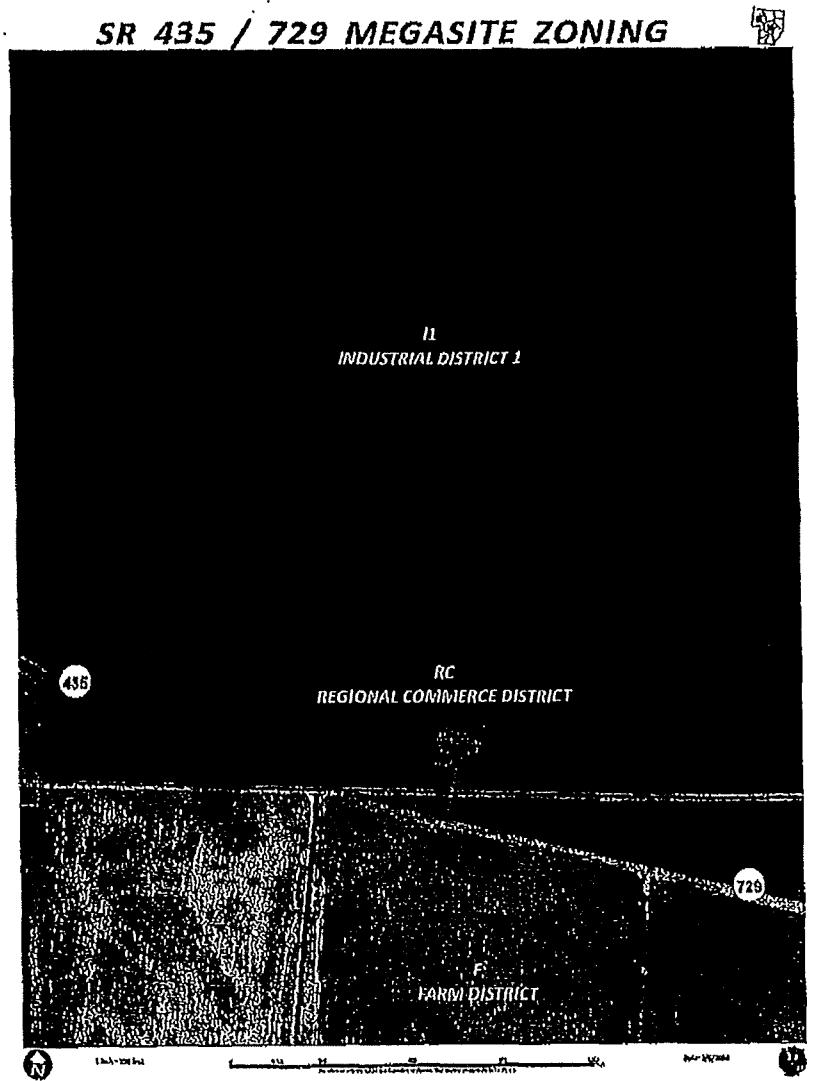


EXHIBIT C

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

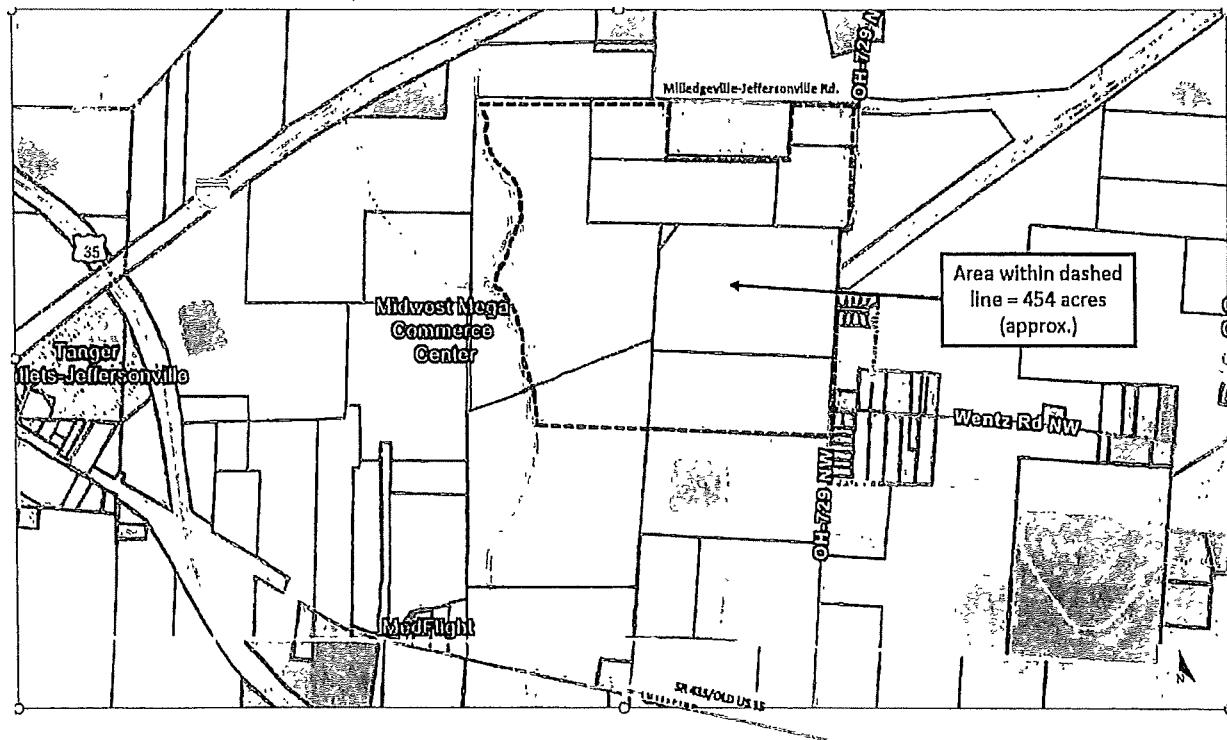


EXHIBIT D
ECONOMIC DEVELOPMENT PLAN
(attached hereto)