

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, April 8, 2025, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson and Mr. Gary K. Scherer. April Metzger, County Administrator, was also in attendance.

**In the Matter of
Minutes Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from April 1, 2025, with corrections.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
Bills Approved for Payment:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated April 8, 2025, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of **\$251,443.72** the County Treasurer to satisfy the same.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
Then and Now Certification Approved for Payment:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated April 8, 2025, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of **\$78,967.42** on the County Treasurer to satisfy the same.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Amended Certificate Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-040825-22

WHEREAS, the Pickaway County Budget Commission approved an AMENDED CERTIFICATE in the amount of \$44,000.00 to amend the following funds:

\$44,000.00 – 958.0000.4556 – PCSO PSAP (GAF) - Sheriff

THEREFORE BE IT RESOLVED, that the Pickaway County Board of Commissioners hereby appropriated the following sum for expenditure for period ending December 31, 2025:

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Appropriations Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for APPROPRIATIONS:

\$35,000.00 – Due to Amended Certificate
\$5,000.00 – 958.2102.5430 – Training – Sheriff
\$30,000.00 – 958.2102.5401- Contract Services - Sheriff

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Report Provided by Tiffany Nash:

The following is a summary of the report provided by Tiffany Nash, EMA Director.

- Approvals - None
- This Week
 - NG911 Call – 4/7
 - Receiving free countertops from Clearcreek Fire – 4/7
 - Picking up free 20 Medical Cots from Franklin County EMA – 4/8
 - PORT Meeting – 4/9
 - LEPC Meeting – 4/10
- Next Week
 - Central Sector EMA Meeting – 4/14
 - COTS Communication Drills – 4/16
 - SERC Coffee Talk: Weather for Hazmat – 4/16
 - Fire Chief's Meeting – 4/16
 - OEMA Grant Office Hours – 4/17
- Programs
 - EMA Operations
 - Storm Damage
 - Wednesday Storm
 - New Holland damage assessments conducted Thursday afternoon and sent to NWS

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

- Maps of damage attached
- Flooding
 - Monitoring river gauges
 - Crested at 20.6ft Monday. As of Tuesday morning (3am), it was down to almost 19ft.
 - Communicating with partners in Delaware concerning the Delaware Dam
 - They anticipate releasing water from the dam on Thursday at last communication
 - Driving by affected areas
- Public Damage Assessments
 - Survey posted for public to self-report damage. Allows us to understand the scope of the damage and identify areas hit
 - Due to State Friday
 - Received notification of three flooded basement reports after sump pumps failed
 - Homes affected by riverine flooding have not reached out for assistance or information
- Mitigation
 - I received a letter from Ohio EMA that FEMA is delaying the approval of Mitigation Plans and grant reimbursements
 - Local initiative is to continue “as is” so that we cannot be found at fault
 - Our reimbursements are for time, not equipment or contractors
- 911 Coordinator
 - Attended a webinar on NexGen911
 - Coordinating with PSAPS and GIS to make sure we are ready
 - As of 4/8/2025, 10 counties have gone live
 - Received a request regarding a new cell phone tower on the south side of Circleville
 - Contacted GIS and Taxation for assistance
- LEPC –
 - Regular meeting this week
 - Intend to apply for a PUCO grant for training needs
- Radio Programming
 - Helping to share information and coordinate link layer authentication for 58 agencies, departments, and jurisdictions
 - Mobile installation being set for mid-May with PARR
- CERT
 - Investigating liability/BWC for planned events
 - Looking at scope of practice staffing first aid tents and medical direction

In the Matter of
Report Provided by Robert Adkins:

The following is a summary of the report provided by Robert Adkins, IT Director.

- Continuing to migrate servers from old vm to new.
- Successfully completed backups of Henschen Linux servers and performed test restore.
- Creating Benchmark Database copy to send to Henschen. Go-live scheduled April 7.
- Moving images from current Image server to Henschen Image Server
- Build new O365Backup Server
- Worked with Mark to fix an issue with Guest WiFi DHCP
- Received quote from WSI on digital recording system.
- Update on Motorola project – AIS Server etc.
- Working with AHEAD SOC on Board of Elections Tenable Scans
- Yubikey deployments and Board of Elections
- IDNetworks Migration update
- Sophos Licensing
- Worked with ForTheRecord and Avant to get all microphones recording and transcribing
- Working with Mark to get SO Ous built out in our AD

In the Matter of
Report Provided by Preston Schumacker:

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The following is a summary of the report provided by Preston Schumacker, Dog Warden.

- Mr. Schumacker reported that they are housing 22 dogs. There were 4 visitors to the shelter last week and 3 volunteers.

**In the Matter of
Report Provided by Tim McGinnis:**

The following is a summary of the report provided by Tim McGinnis, Planning and Development:

- Planning Commission: April 8th – No Items/ Cancelled
- Outstanding Plats:
 - Graham Ravines Sketch Plan
- Lot Splits:
 - Approved 3 lot splits in the last week, 7 open applications currently.
- CDBG
 - RFQ
 - Village of Ashville – Critical Infrastructure Bid Opening – April 29th
- TIRC update
- Leadership
- Definitions

**In the Matter of
Report Provided by Marc Rogols:**

The following is a summary of the report provided by Marc Rogols, Deputy County Administrator:

- There were no BWC claims, and no unemployment claims filed for the week. There are two total BWC claims for 2025. Total unemployment claims filed are at zero for 2025.
- Govdeals: Sale of additional Sheriff's Department items pending.
- Casualty Insurance: Civil litigation claim filed with CORSA.
- Health Insurance/ Benefits: CEBCO annual meeting last Friday, March 4th. Missed due to illness.
- Two new hire packets were sent out last week (Veterans Services). A total of 22 new hire packets have been handed out in 2025. Job openings for part-time and full-time Custodial (three applications received and interviews pending), Auditor's Office Weights and Measure Inspector posted last week (status unknown). P3 Administrative Assistant newly posted. Dog Shelter Deputy Dog Warden posted and pending interviews. Juvenile Court Bailiff and Juvenile Court Probation Officer positions posted. Clerk of Courts Deputy Clerk (Legal division) posted.
- Maintenance:
 - The renovation of the Clerk of Courts: Awaiting front counter from Pine Valley.
 - Judge Chafin's Office and courtroom updates pending.
 - Grant and TJ ongoing plumbing repairs. Chiller system repairs are on-going. Cut pipe last week caused a major leak due to labeled wrong.
 - JFS elevator replacement (2025 capital improvement) projected in May.
 - Memorial Hall chair lift replacement (2025 capital improvement) July-August.
 - Accurate Maintenance Agreement expired. Updating. Possible meeting with two other companies.
- Cintas Contracts for Maintenance and Dog Shelter are still working on clarification.
- HR Department development discussed with Chris Mullins. Elected Officials meeting being scheduled to discuss HR Department.
- Drug testing contract with Ohio Health. Account on hold due to Veterans Services Account. Mr. Rogols requested a meeting next week.

**In the Matter of
Executive Session:**

At 9:40 a.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

April Metzger, County Administrator, Marc Rogols, County Deputy Administrator and Angela Karr, Clerk in attendance.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

At 9:47 a.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

No Action taken.

**In the Matter of
Auditor's Software Update:**

Brad Washburn, County Auditor and Karlena Reinhard, Auditor's Office, met with the Commissioners to provide and update the new county software. They will first roll it out for the Commissioners Office, Sheriff's Office, Engineer and Treasurer to start utilizing. The structuring of vouchers needs to be established for audit and approval. The option of a report being created weekly for bills to be paid and a delegated person authorizing in the system. Budget line items need to be created for more detailed payroll in VIP. A Budget Action Request (BAR) will need to be made to create the new line items. Mr. Washburn expressed that the conversion is coming along smoothly. Mrs. Reinhard explained that BARs could be set up as workflow items and go to the Auditor's Office first for auditing and then a report created for review and be in the system awaiting approval from the Commissioner and their delegate. Mrs. Reinhard explained that VIP will not allow her to enter into the contingencies fund during the week and place in in the negative. Options are to budget to contingencies the beginning of the year or dissolve the contingencies fund and transfer directly to the needed fund. The Commissioners agree to eliminate a step for more accuracy and efficiency. Per Mr. Washburn it is still within the ORC. Purchase Orders and Purchase Order Re-Certifications will be more effective if departments utilize single vendor purchase orders. This will allow for a specific vendor, specific purpose and more accurate balance of the line item. Blanket Purchase Orders can be minimized through the Commissioners budget. This will allow additional specific line items to be created to specify where monies are being spent. A purchase order will change to being allowed to increase or decrease based on change orders to the contract.

**In the Matter of
Executive Session:**

At 10:28 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (3) pending or imminent court action; with April Metzger, County Administrator, Marc Rogols, County Deputy Administrator, Sheriff Matthew Hafey, Jayme Fountain, Prosecutor and Angela Karr, Clerk in attendance.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

At 10:37 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

No Action taken.

In the Matter of
Report Provided by Sheriff Hafey:

The following is a summary of the report provided by Sheriff Hafey, Pickaway County Sheriff:

- Sheriff Hafey discussed that they have been dealing with the flooding of roads.
- The radio projects is moving forward and the AIS server.
- Sheriff Hafey will not be attending the elected official meeting this week, however, he is in support of centralized Human Resources Department being created.

In the Matter of
Re-Zoning with Pickaway Progress Partners
And Lou Visco, Casto:

Tim Colburn, Pickaway County Sheriff and Lou Visco, Casto, met with the Commissioners to discuss the ground behind Circleville Plaza. Commissioner Wippel asked about the front green space if it was in agreed in the TIF as undevelopable. Mr. Visco explained that the front corner is developable and the back half of it is not. The lot behind the plaza is currently zoned as industrial and has gotten several apartment developers interested. An impact study has been done, and the first public meeting was held. Other industrial leads fell on the issue of not being able to get electricity to their potential site. Circleville Township was not in favor due to the lack of community support. The potential buyer is still interested and would like to come to a resolution. Mr. Colburn explained that it will have to go through the township trustees. Commissioner Wippel asked what Mr. Visco's thought was around the Octagon House. Mr. Visco explained that the plan was not to use the property around the Octagon House. The current party in interest has done projects in Lancaster, Columbus and currently Grove City. Mr. Visco feels this is a good project for the area. Commissioner Wippel gave some back history on that area, TIF and what the growth looked like for that area and projects. Mr. Visco explained that it is 60 acres that they do want to sell, however, they are having issue with getting the projects to move forward. Commissioner Wippel advised Mr. Visco reach out to the Octagon House with ways to help and stressed that it is not a good place for low-income housing. Keep trying to boost commercial/industrial. Mr. Colburn has ideas and will share with Mr. Visco and the trustees. Mr. Visco thanked the Commissioners and thanked them for their input. Commissioner Wippel explained that they have to look at the area as a whole and not just the 60 acres of interest.

In the Matter of
Senator Bernie Moreno Regional Director
Nick Davis and Tyler Armstrong:

Nick Davis and Taylor Armstrong, Regional Director to Senator Bernie Moreno, met with the Commissioner to give an update. Mr. Davis and Mr. Armstrong gave some back history on how they got to today's positions. Mr. Davis fought to have Pickaway County included in the Central Ohio Region. Cincinnati, Cleveland and Columbus house offices for Senator Moreno. Mr. Armstrong shared that his region is one of the fastest growing in the state of Ohio, such as the Anduril project. Commissioner Wippel explained that locally they are working on workforce development due to the growth. Mr. Armstrong asked what other things are going on in the county and Commissioner Scherer shared the growth in schools' attendees. Mr. Armstrong and Mr. Davis met the new President of Ohio Christian University and will be meeting with him more one-on-one in the coming weeks. Mr. Davis will be meeting with Tim Colburn, Pickaway Progress Partners in the future to discuss economic development.

In the Matter of
Pickaway County Community Foundation Update:

Alexis Conrad, Steven Collins, John Essman & Judy Clifton, Pickaway County Community Foundation met with the Commissioners to provide an update. Ms. Conrad started off with the Beef Project by following up with the information she found relating to the cuts of the beef. Jim Cooksey, The Train Station, is willing to purchase the prime cuts of the beef and switching out with hamburger, however, the ODA

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

will not allow. Mr. Essman discussed the Hall of Fame and requested they collect the nominees to then forward onto the Commissioners for review. They would like to promote the event more to bring in attendance. The Commissioners suggested he reach out to April Metzger. Mr. Collins discussed the Don Bucher Scholarship is set up and will be distributed this year. Applications are due the end of the month. A notice will be posted by social media about the scholarship. Commissioner Wippel addressed invoices and pledges, and Ms. Conrad stated that they were addressed and resolved. Commissioner Wippel explained that we are getting close to bidding out phase II Multi-Purpose Building at the fairgrounds. It will take about a year to build and need to think of naming rights.

**In the Matter of
Executive Session:**

At 1:30 p.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (8) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Tim Colburn, P3, Ryan Scribner, Montrose Group, April Metzger, County Administrator, Marc Rogols, Deputy County Administrator, Tim McGinnis, Planning and Development and Angela Karr, Clerk in attendance.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

At 2:05 p.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

No action taken.

**In the Matter of
County Administrator Report:**

The following is a summary of the report provided by April Metzger, County Administrator:

- Mrs. Metzger informed that the Phase 2 Fundraising Meeting has been set for April 28th at 7:30 a.m.
- Mrs. Metzger emailed Jack Van Kley regarding a letter for township trustees regarding small solar farms.
- Mayor Blanton scheduled a meeting here at the Commissioners Office regarding E911 April 29th.
- The Motorola server change order quote that was approved last week just needs signatures on final copy for the Sheriff's Office.

**In the Matter of
Chasity Denton Promoted to as
Custodial Worker I, Full-Time Status:**

Mr. Rogols, Deputy County Administrator, explained that Chasity Denton would like to go from part-time to full-time status. Mr. Rogols recommended promoting Chasity Denton to full-time work and post to hire for her part-time position. Following a brief discussion regarding the recommendation, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to promote Chasity Denton, Ashville, Ohio, as a Custodial Worker I for the full-time shift, effective April 7, 2025, at her current pay rate of \$15.00 an hour.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Letter of Support to Senator for
FY26 Community Project Funding:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve to execute letters of support to Senator Jon Hustead and Senator Moreno for the FY26 Community Project Funding.

Commissioners:
Jay H. Wippel
Harold R. Henson
Gary K. Scherer
Clerk:

Administrator:
April Metzger
Deputy County Administrator:
Marc Rogols

Angela Karr



Pickaway County
Board of County Commissioners
139 West Franklin Street
Circleville, Ohio 43113
Telephone: 740-474-6093 FAX: 740-474-8988
1-800-472-6098
www.pickaway.org

April 8, 2025

The Honorable Jon Husted
SR-198 Russell Senate Office Building
Washington, D.C. 20510

Dear Senator Husted,

On behalf of Pickaway County Commissioners, we are writing to express our strong support for the Pickaway County Port Authority's request for \$5 million in FY26 Community Project Funding to design and construct a new roundabout and/or appropriate turn-lane(s) at the intersection of SR 762 and Rickenbacker Parkway. This critical infrastructure improvement is essential to addressing the growing congestion caused by increasing economic development in the area.

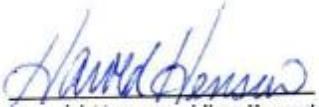
Rickenbacker Global Logistics Park is a cornerstone for logistics and manufacturing with its proximity of Norfolk Southern Intermodal and the Rickenbacker International Airport. Over the past several years, the SR 762 and Rickenbacker Parkway corridor has experienced significant growth, with recent major employers such as McKesson, Cardinal Health, and Anduril adding thousands of jobs to the region. As business activity continues to expand, traffic congestion at this intersection has worsened, creating delays, safety concerns, and inefficiencies.

Investing in a roundabout at this intersection is a proactive step toward ensuring the region's infrastructure can accommodate current and future growth. By improving traffic flow and reducing the likelihood of accidents, this project will enhance the safety of all who travel through the area, including residents, workers, and commercial transport vehicles. Without these improvements, congestion will continue to escalate, posing risks to drivers and impeding the economic progress that has been a hallmark of this region for nearly 20 years.

We urge you to support this funding request, as it represents an investment not only in infrastructure but also in the long-term sustainability and economic vitality of Pickaway County and the region. Thank you for your consideration of this important project.

Sincerely,


Jay Wippel, President


Harold Henson, Vice President


Gary Scherer, Commissioner

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Commissioners:
Jay H. Wippel
Harold R. Henson
Gary K. Scherer
Clerk:



Administrator:
April Metzger
Deputy County Administrator:
Marc Rogols
Angela Karr

Pickaway County
Board of County Commissioners
139 West Franklin Street
Circleville, Ohio 43113
Telephone: 740-474-6093 FAX: 740-474-8988
1-800-472-6093
www.pickaway.org

April 8, 2025

The Honorable Bernie Moreno
SR-B33 Russell Senate Office Building
Washington, D.C. 20510

Dear Senator Moreno,

On behalf of Pickaway County Commissioners, we are writing to express our strong support for the Pickaway County Port Authority's request for \$5 million in FY26 Community Project Funding to design and construct a new roundabout and/or appropriate turn-lane(s) at the intersection of SR 762 and Rickenbacker Parkway. This critical infrastructure improvement is essential to addressing the growing congestion caused by increasing economic development in the area.

Rickenbacker Global Logistics Park is a cornerstone for logistics and manufacturing with its proximity of Norfolk Southern Intermodal and the Rickenbacker International Airport. Over the past several years, the SR 762 and Rickenbacker Parkway corridor has experienced significant growth, with recent major employers such as McKesson, Cardinal Health, and Anduril adding thousands of jobs to the region. As business activity continues to expand, traffic congestion at this intersection has worsened, creating delays, safety concerns, and inefficiencies.

Investing in a roundabout at this intersection is a proactive step toward ensuring the region's infrastructure can accommodate current and future growth. By improving traffic flow and reducing the likelihood of accidents, this project will enhance the safety of all who travel through the area, including residents, workers, and commercial transport vehicles. Without these improvements, congestion will continue to escalate, posing risks to drivers and impeding the economic progress that has been a hallmark of this region for nearly 20 years.

We urge you to support this funding request, as it represents an investment not only in infrastructure but also in the long-term sustainability and economic vitality of Pickaway County and the region. Thank you for your consideration of this important project.

Sincerely,

A handwritten signature of Jay Wippel in blue ink.

Jay Wippel, President

A handwritten signature of Harold Henson in blue ink.

Harold Henson, Vice President

A handwritten signature of Gary Scherer in blue ink.

Gary Scherer, Commissioner

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: _____
Angela Karr, Clerk

**In the Matter of
Liquor License Request for
Reyes Kitchen, LLC, Darby Township:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the Ohio Department of Commerce, Division of Liquor Control, Transfer Application in Darby Township. Permit #7315299 Reyes Kitchen LLC, with no hearing requested by the Commissioners.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, absent; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Job and Family Services Contract Listing
New or Amended Contracts for January-March 2025:

Pursuant to the Pickaway County Board of Commissioners' Resolution of June 23, 2003, below is the list of agreements entered into, approved and otherwise executed by the Pickaway County Department of Job & Family Services and approved by the Pickaway County Board of Commissioners. The approved list contains the name of the party or parties with whom the agreement has been made, the purpose of the agreement, the commencement date and termination date of the agreement, and the compensation specified by the agreement.

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the following contract listing:

Pickaway County Job & Family Services
New or Amended Contracts
January - March 2025

PCJFS New or Amended Contracts for Jan - March 2025				
Organization/Agency	Contract Purpose	Effective Date	Termination Date	Contract Value
Staff Source	Temporary Staffing Service	2/24/2025	5/31/2025	Adding attorney service temporarily for training purpose
First Byte	Computer Service and Repair	5/1/2025	4/30/2026	\$35.00 per hour all inclusive
Speedy Muffler	Auto detailing	4/1/2025	3/31/2026	\$65.00 - \$140.00 per vehicle; \$15.00 per car seat, \$50.00 heat service
South Central JFS	Share home agreement	3/6/2025	3/5/2026	\$30.00 daily per diem foster care agreement
Jennifer Etling	Foster Parenting	3/1/2025	2/28/2026	\$30.00 daily per diem foster care agreement

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Authorization to Advertise to Accept Bids for
2025 County and Township Resurfacing Program Bid A
For the Pickaway County Engineer Department:

Anthony Neff, Deputy County Engineer, requested authorization to advertise and receive bids for the 2025 County & Township Resurfacing Program, Bid A. Upon review, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize the County Engineer to advertise for bids for the 2025 County & Township Resurfacing Program, Bid A. Engineer's estimate for the project is \$2,247,037.28.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Authorization to Advertise to Accept Bids for
2025 County and Township Resurfacing Program Bid B
For the Pickaway County Engineer Department:

Anthony Neff, Deputy County Engineer, requested authorization to advertise and receive bids for the 2025 County & Township Resurfacing Program, Bid B. Upon review, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize the County Engineer to advertise for bids for the 2025 County & Township Resurfacing Program, Bid B. Engineer's estimate for the project is \$1,641,945.26.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Authorization to Advertise to Accept Bids for
2025 County and Township Resurfacing Program Bid C
For the Pickaway County Engineer Department:

Anthony Neff, Deputy County Engineer, requested authorization to advertise and receive bids for the 2025 County & Township Resurfacing Program, Bid C. Upon review, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and authorize the County Engineer to advertise for bids for the 2025 County & Township Resurfacing Program, Bid C. Engineer's estimate for the project is \$338,224.48.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Letter of Support to Senators for
Ohio Christian University Simulation Lab:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve to execute letters of support to Senator Jon Hustead and Senator Moreno for Ohio Christian University FY26 Congressionally Directed Spending request to establish a state-of-the-art Simulation Lab.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Commissioners:
Jay H. Wippel
Harold R. Henson
Gary K. Scherer
Clerk:



Administrator:
April Metzger
Deputy County Administrator:
Marc Rogols

Angela Karr

Pickaway County
Board of County Commissioners
139 West Franklin Street
Circleville, Ohio 43113
Telephone: 740-474-6093 FAX: 740-474-8988
1-800-472-6093
www.pickaway.org

April 8, 2025

The Honorable Bernie Moreno
U.S. Senate
SR-B33 Russell
Washington, DC 20510

The Honorable Jon Husted
U.S. Senate
SR-198 Russell
Washington, DC 20510

Dear Senator Moreno and Senator Husted:

On behalf of the Board of Pickaway County Commissioners we are writing in strong support of Ohio Christian University's FY26 Congressionally Directed Spending (CDS) request to establish a state-of-the-art Simulation Lab to enhance healthcare training and education. This facility will provide advanced, hands-on clinical training, with a focus on addressing critical healthcare shortages in rural and underserved areas across Ohio.

Ohio's healthcare landscape demonstrates a clear and pressing need for targeted workforce development in healthcare fields, especially in rural and underserved areas. Nurses and other healthcare professionals are disproportionately concentrated in urban centers, leaving many rural communities with limited access to essential care. This imbalance places additional strain on healthcare systems, restricts patient access, and exacerbates existing health disparities. Expanding workforce development in healthcare is critical to ensuring that all Ohioans—regardless of where they live—can access high-quality medical care.

This project is essential to strengthening and expanding our healthcare workforce and ensuring that all communities—regardless of location—have access to high-quality medical care. Federal funding will specifically support the purchase of simulation and training equipment as well as program start-up costs. I strongly urge your support for this funding request and appreciate your commitment to expanding healthcare access and workforce development across Ohio.

Sincerely,


Jay Wippel, President


Harold Henson, Vice President


Gary Scherer, Commissioner

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Resolution Approving the Execution Of
A Partial Assignment and Assumption Agreement
Among The County, Griffin (Columbus) Essential Asset Reit II, LLC and
TLP 9296 Intermodal LLC, Which, If Executed,
Will Partially Assign That Certain Community Reinvestment Agreement
Between The Columbus Regional Airport Authority and
The County; And Authorizing Related Actions:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-040825-23

A RESOLUTION APPROVING THE EXECUTION OF A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE COUNTY, GRIFFIN (COLUMBUS) ESSENTIAL ASSET REIT II, LLC (AS ASSIGNOR) AND TLP 9296 INTERMODAL LLC (AS ASSIGNEE), WHICH, IF EXECUTED, WILL PARTIALLY ASSIGN THAT CERTAIN COMMUNITY REINVESTMENT AGREEMENT BETWEEN THE COLUMBUS REGIONAL AIRPORT AUTHORITY AND THE COUNTY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), this Board has, by its Resolution adopted on July 10, 2006, designated the area specified in the Resolution as the Pickaway County Northern Industrial Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on September 19, 2007, the Columbus Regional Airport Authority, a port authority and political subdivision of the State of Ohio (the “Authority”), and the County, entered into the Community Reinvestment Area Agreement dated effective September 19, 2007 (the “CRA Agreement”); and

WHEREAS, the Authority partially assigned to DRCS, LLC, a Delaware limited liability company (“DRCS”), and DRCS assumed from the Authority, the interest of the Authority in the CRA Agreement with respect to the Transferred Property (as hereinafter defined) pursuant to that certain Assignment and Assumption Agreement by and among the Authority, the County, this Board, and DRCS; and

WHEREAS, DRCS constructed on a portion of the CRAA Land (as defined in the CRA Agreement) a Building (as also defined in the CRA Agreement) that is currently occupied by Hitachi Astemo Americas, Inc., a Delaware corporation, and TLP 9296 Intermodal LLC, a Delaware limited liability company (the “Assignee”) would be the Owner (as defined in the CRA Agreement) of the Building (the “Transferred Property”); and

WHEREAS, DRCS assigned to Griffin (Columbus) Essential Asset REIT II, LLC, a Delaware limited liability company (“Assignor”), and Assignor assumed from DRCS, the interest of the DRCS in the CRA Agreement with respect to the Transferred Property pursuant to that certain Assignment and Assumption Agreement by and among the Authority, the County, the Board, and Assignor; and

WHEREAS, Assignor has conveyed or is expected to convey the Transferred Property (defined below) to Assignee; and

WHEREAS, the Assignee wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Assignee on the terms set forth in the CRA Agreement, subject to the Partial Assignment (as hereinafter defined); and

WHEREAS, the County, Assignor and Assignee desire to enter into a Partial Assignment and Assumption Agreement (the “Partial Assignment”), substantially in the form attached hereto as Exhibit A, for the purpose of effectuating the partial assignment of the CRA Agreement from Assignor to Assignee; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PICKAWAY, STATE OF OHIO, THAT:

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Section 1. The Partial Assignment between the County, the Assignor, and Assignee, substantially in the form attached to this Resolution as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County as determined by the Commissioners executing the Partial Assignment on behalf of the County.

Section 2. It is hereby found and determined that all formal actions of this Board of Commissioners concerning and relating to the passage of this Resolution were taken in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners and any decision-making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 3. This Resolution shall be effective from and after the earliest period provided by law.

EXHIBIT A TO COUNTY RESOLUTION

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

(See Attached **Resolution No.: PC-040825-24**)

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
Resolution Approving
CRA Assignment Partial Assignment and Assumption Agreement:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-040825-24

**CRA ASSIGNMENT
PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into by and among **Griffin (Columbus) Essential Asset REIT II, LLC**, a Delaware limited liability company (“Griffin”) (successor-in-interest to DRCS, LLC, a Delaware limited liability company (“DRCS”)), **PICKAWAY COUNTY, OHIO** (the “County”), a political subdivision of the State of Ohio, through its Board of County Commissioners (the “Board”); and **TLP 9296 INTERMODAL LLC**, a Delaware limited liability company (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the COLUMBUS REGIONAL AIRPORT AUTHORITY, a port authority and political subdivision of the State of Ohio (the “Authority”), and the County, dated effective September 19, 2007 (the “CRA Agreement,” a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County has, by its Resolution adopted by the Board on July 10, 2006, designated the area specified in the Resolution as the Pickaway County Northern Industrial Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on September 19, 2007, the Authority and the County entered into the CRA Agreement concerning the development of a series of industrial facilities and related site improvements on the CRAA Land as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Authority partially assigned to DRCS, and DRCS assumed from the Authority, the interest of the Authority in the CRA Agreement with respect to the Transferred Property (as hereinafter defined) pursuant to that certain Assignment and Assumption Agreement by and among the Authority, the County, the Board, and DRCS (the “Initial Assignment”), a copy of which is attached hereto as Exhibit B;

WHEREAS, DRCS constructed on a portion of the CRAA Land (such property may be referred to hereinafter as the “Land”), which is more particularly described on Exhibit C attached hereto, a Building (as defined in the CRA Agreement) that is currently occupied by Hitachi Astemo Americas, Inc., a Delaware corporation, and Successor would be the Owner (as defined in the CRA Agreement) of the Building (the “Transferred Property”);

WHEREAS, DRCS assigned to Griffin, and Griffin assumed from DRCS, the interest of the DRCS in the CRA Agreement with respect to the Transferred Property pursuant to that certain Assignment and Assumption Agreement by and among the Authority, the County, the Board, and Griffin (the “Intermediate Assignment”), a copy of which is attached hereto as Exhibit D;

WHEREAS, Griffin has conveyed or is expected to convey the Transferred Property (defined below) to Successor (the conveyance date may be referred to herein after as the “Closing Date”); and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, the parties understand that the Successor or another entity may in the future convey the Land or the Transferred Property, or both, to another entity; and

WHEREAS, the Successor wishes to ensure that the benefits of the CRA Agreement with respect to the Transferred Property are received by any successor Owner (as defined in the CRA Agreement) of the Transferred Property (a “Subsequent Successor”), and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Subsequent Successor on the terms set forth in the CRA Agreement;

WHEREAS, pursuant to Section 16 of the CRA Agreement, the County has agreed to approve the assignment of all or a portion of the CRA Agreement so long as the transferee or assignee executes with the County an assignment or assumption agreement wherein the transferee or assignee (i) assumes all obligations of an Owner under the CRA Agreement with respect to one or more Buildings, and (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to such transferee or assignee; and

WHEREAS, this Agreement is being executed pursuant to Section 16 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. From and after the Closing Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, including the payment of the Millage Differential Amount in accordance with Section 17 of the CRA Agreement; and (ii) certifies to the validity, as to the Successor as of the date it is executing this Agreement and as of the Closing Date, of the representations, warranties and covenants made by or on behalf of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of initial fee and annual fee), Section 6 (payment of non-exempt taxes), Sections 10 and 11 (certification as to no delinquent taxes), Section 13 (non-discriminatory hiring) and Section 15 (R.C. Section 9.66 covenants). More specifically, based on a per acreage basis, the following specific obligations are partially assigned to Successor upon the same terms and conditions as set forth in respective sections of the CRA Agreement: (a) Section 1 – estimated cost of construction of the Project is expected to exceed \$4,393,000; and (b) Section 2 – Successor estimates that there will be 11 FTE positions created at the Project. Furthermore, Griffin assigns to the Successor (i) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (ii) all of the benefits of the CRA Agreement with respect to the Transferred Property.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

2. The Successor further certifies as of the date it is executing this Agreement and as of the Closing Date that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

3. As of the date it is executing this Agreement and as of the Closing Date, Griffin hereby warrants and represents that, to the actual knowledge of Griffin any and all of its obligations, agreements, covenants and restrictions as the Owner with respect to the Transferred Property set forth in the CRA Agreement have been performed and observed by Griffin, including the payment of the Millage Differential Amount in accordance with Section 17 of the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of initial fee and annual fee), Section 6 (payment of non-exempt taxes), Sections 10 and 11 (certification as to no delinquent taxes), Section 13 (non-discriminatory hiring) and Section 15 (R.C. Section 9.66 covenants).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the Transferred Property without the consent of the Successor.

5. Successor acknowledges that the County, by Resolution passed on December 31, 2007 (the “TIF Resolution”), has approved a 100%, 30 year tax increment financing (“TIF”) that includes the Land and the Transferred Property and that requires the Successor to make service payments in lieu of taxes (the “Service Payments”), pursuant to R.C. Sections 5709.77 et seq. (the “TIF Statutes”), provided that (i) Successor will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any Improvement (as defined in the TIF Resolution and the TIF Statutes), and (ii) no Service Payments shall be required as to any portion of the Improvement for any period it is subject to a real property tax exemption under the CRA Agreement. Successor agrees to cooperate in the execution of any agreements or documents for the purpose of implementing and securing the TIF and the Millage Differential Payment provided for in Section 17 of the CRA Agreement.

7. Notwithstanding anything to the contrary contained in the CRA Agreement, the County will not terminate, revoke, suspend or modify the CRA designation of the Transferred Property or the fifteen (15) year, 100% real property tax exemption for the assessed value of the Transferred Property at any time during the fifteen (15) year tax exemption period set forth in Section 4 of the CRA Agreement, absent a material default by the Successor arising on or after the Closing Date under the CRA Agreement that remains uncured for sixty (60) days after the provision of written notice of such material default from the County to the Successor, in which case the County may pursue any remedies available under the CRA Agreement and the Ohio Revised Code.

8. The County shall approve any subsequent assignment of the benefits of the CRA Agreement with respect to the Transferred Property to a Subsequent Successor, provided the Subsequent Successor submits to the County for approval and execution an assumption agreement, wherein the Subsequent Successor (i) assumes all obligations of an Owner under the CRA Agreement with respect to the Transferred Property, (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to the Subsequent Successor, and (iii) certifies as to the compliance of the Subsequent Successor with R.C. Section 3735.671(E) as described in Section 2 hereof. The County agrees that as to the Transferred Property, the Subsequent Successor shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Subsequent Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the Transferred Property without the consent of the Subsequent Successor.

9. Notices to the Successor with respect to the CRA Agreement shall be addressed as follows:

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

TLP 9296 INTERMODAL LLC
17W635 Butterfield Road, Suite 100
Oakbrook Terrace, Illinois 60181

10. Successor shall be responsible for all actual and reasonable attorneys' costs, fees and expenses incurred by the County in connection with the review, negotiation and execution of this Agreement.

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
The CRA Agreement

(attached hereto)

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

**PICKAWAY COUNTY NORTHERN INDUSTRIAL COMMUNITY
REINVESTMENT AREA AGREEMENT**

This agreement (the "Agreement") is made and entered into by and between the County of Pickaway, Ohio (the "County"), a county and political subdivision in and of the State of Ohio ("State") and duly organized and validly existing under the Constitution and laws of the State, with its main offices located at 139 West Franklin Street, Circleville, Ohio 43113, and the Columbus Regional Airport Authority, a port authority and political subdivision of the State, with offices located at 4600 International Gateway, Columbus, Ohio 43219 (the "Authority"). The Authority, together with each successor and assign of the Authority under this Agreement is hereinafter referred to as an "Owner".

WITNESSETH:

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on Exhibit A attached hereto comprised of the approximately 7250 acres of land it has designated as the "Pickaway County Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") by a Resolution adopted July 10, 2006 pursuant to Section 3735.66 of the Revised Code; and

WHEREAS, the Authority owns approximately 610 acres of that land (the "CRAA Land") within the Northern Industrial CRA shown as the "Intermodal" and "Air Cargo" areas on Exhibit A attached hereto, and intends to cause to be constructed on that CRAA Land a series of industrial facilities and related site improvements (collectively, the "Project"; each individual building within the Project, with its related site improvements, is hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Authority intends to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more Owners, which Owners (or their lessees) shall be the parties whom equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, subject to the Director of Development of the State of Ohio determining that the Northern Industrial CRA as designated contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirming that area as a "Community Reinvestment Area" pursuant to Ohio Revised Code Section 3735.66, the County, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Northern Industrial CRA; and]

WHEREAS, the Authority has submitted to the County a proposed agreement application (the "Agreement Application"); and

6

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Authority has remitted with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Ohio Revised Code Section 3735.65 has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Northern Industrial CRA and improve the economic climate of the County; and

WHEREAS, the Project site as proposed by the Authority is located in the Teays Valley Local School District and the Eastland-Fairfield Career & Technical Schools Joint Vocational School District, and the Board of Education of each such school district has been notified in accordance with Section 5709.83 and been provided a certified copy of this Agreement, or has approved this Agreement; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

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

1. The estimated total cost of the construction of the Project is expected to exceed \$100,000,000 for construction of the Buildings, exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory. The commencement of construction of the Project is scheduled to begin in 2007 and Project completion is expected by 2027. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. No machinery, equipment, furniture, fixtures or inventory of the Authority exists at the Project prior to execution of this Agreement or is held at another location in the State and is to be relocated to the Project.

2. The Authority currently estimates there will be created at the Project by the year 2025 approximately 250 full-time equivalent employees ("FTE") upon full build-out of the Project. No employee positions currently exist at the Project and therefore no employee positions will be retained by the Authority due to construction of the Project. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by the Owners or their lessees.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

3. Each Owner shall provide or cause to be provided to the applicable Tax Incentive Review Council any information reasonably required by that Council to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

4. Pursuant to Section 3735.67 of the Ohio Revised Code, the County hereby grants to the Owner of each Building constructed on the CRAA Land within the Northern Industrial CRA a tax exemption for such Building in the following amount: 100% tax exemption for 15 years. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 20[20] nor extend beyond December 31, 2042. Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

5. The Owners shall pay to the County an initial fee of Two Thousand Five Hundred Dollars (\$2,500.00) and the annual fee required to be paid under Ohio Revised Code Section 3735.671(D).

6. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner of a Building fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this Agreement with respect to such Building are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days of written notice thereof to the Owner of the Building.

7. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the County revokes its designation of the Northern Industrial CRA area containing the CRAA Land, or the Director of the Ohio Department of Development revokes certification of the Northern Industrial CRA area containing the CRAA Land, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner of a Building materially fails to fulfill its obligations under this Agreement and the County terminates or modifies exemptions from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the CRA designation as to the CRAA Land in the Northern Industrial CRA, or modify the incentives available under that designation for the CRAA Land, prior to 2027 without the prior written consent of the Authority.

9. If the Owner of a Building materially fails to fulfill its obligations under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

granted under this Agreement with respect to such Owner's Building; provided, however, that the County may not terminate or modify the exemptions granted or available under this Agreement without the prior written consent of the Authority. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project.

10. The Authority hereby certifies that at the time this Agreement is executed, the Authority does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Authority is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Authority currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Authority. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. The Authority affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

12. The Authority and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

13. The County has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, the Owner is committing to following non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of such Building, any successor to such Owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project.

15. The Authority affirmatively covenants that it has made no false statements to the State or the County or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of the Authority has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Authority shall be required to

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

immediately return all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This Agreement is not transferable or assignable without the express written approval of the County; provided, however that the County agrees not to withhold its approval of such transfer or assignment so long as such transferee or assignee files with the County an assumption agreement wherein such transferee or assignee (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings, and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. Upon the receipt by the County of such assumption agreement, the transferee or assignee shall have all entitlements and rights as to that Building as if it had been the signatory to this Agreement.

17. Annually during the term of any tax exemption for a Building under Section 4 of this Agreement, the Authority will cause there to be collected and paid to the Teays Valley Local School District (the "School District") the Millage Differential Amount as defined herein. That Millage Differential Amount shall be equal to the product of (a) the taxable value of the land (not including the taxable value of any Building) for tax parcel upon which the Building is located (the "Building Parcel") multiplied by (ii) a millage rate that is the difference between the effective real property tax rate for that Building Parcel for that year and the effective real property tax rate for that year for land located in the Canal Vause CRA created by Franklin County Commissioners' Resolution No. 891-2006 adopted November 28, 2006, which has not been annexed into the City of Columbus. Unless otherwise agreed in writing by the County, the Authority and the School District, the Millage Differential shall be collected and distributed in the manner similar to the collection and distribution of real property taxes and may be collected with the tax increment financing referred to in Section 18 below.

18. The County and the Authority also agree that the County will approve and create a 100% 30-year tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the CRAA Land in the Northern Industrial CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building for any period the assessed value of that Building is subject to a tax exemption under Section 4 of this Agreement. All service payments received from the assessed value of any parcel of land for a Building subject to a tax exemption under Section 4 of this Agreement under the TIF will be paid over to the School District. During any period service payments are made with respect to both the assessed value of a Building and the underlying parcel of land, the School District will receive sixty percent (60%) of those service payments with the remaining forty percent (40%) of those service payments made to the County for the purpose of compensation to the other taxing entities within the Northern Industrial CRA pursuant to ORC section 5709.82 and/or for public infrastructure improvements as provided in the resolution of the Board of County Commissioners establishing that TIF.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

19. The Owner shall pay to the Pickaway Progress Partnership, or its successor economic development agency as designated by the Pickaway County Board of Commissioners, an annual fee equal to the fee required to be paid to the County under Ohio Revised Code Section 3735.671(D).

IN WITNESS WHEREOF, the County of Pickaway, Ohio, pursuant to its Resolution adopted August 6, 2007, has caused this instrument to be executed as of this 6th day of August, 2007, and the Columbus Regional Airport Authority, by Elaine Roberts, its President & CEO, and pursuant to Resolution No. 54-07 adopted May 22, 2007, has caused this instrument to be executed as of this 19th day of August, 2007
Sept

COUNTY OF PICKAWAY, OHIO

By: Glenn D. Reeser

Glenn D. Reeser
Pickaway County Commissioner, President

By: Ula Jean Metzler

Ula Jean Metzler
Pickaway County Commissioner

By: Jay Wippel

Jay Wippel
Pickaway County Commissioner

COLUMBUS REGIONAL AIRPORT AUTHORITY

By: Elaine Roberts



Title: President & CEO

Approved as to form:

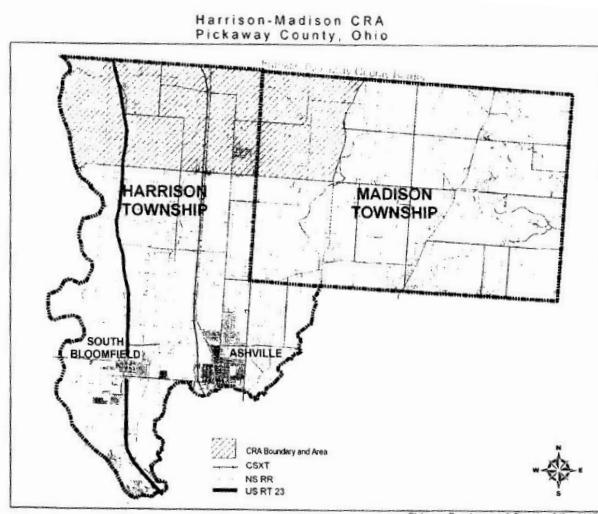
Judy C. Wolford

Judy C. Wolford
Pickaway County Prosecutor

Page 6 of 7

Exhibit A

Depiction of Northern Industrial CRA and CRAA Land



TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The Initial Assignment

(attached hereto)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and among the COLUMBUS REGIONAL AIRPORT AUTHORITY, a port authority and political subdivision of the State of Ohio (the "Authority"), PICKAWAY COUNTY, OHIO (the "County"), a political subdivision of the State of Ohio, through its Board of County Commissioners (the "Board"); and DRCS, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Authority and the County, dated effective September 19, 2007 (the "CRA Agreement," a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County has, by its Resolution adopted by the Board on July 10, 2006, designated the area specified in the Resolution as the Pickaway County Northern Industrial Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on September 19, 2007, the Authority and the County entered into the CRA Agreement concerning the development of a series of industrial facilities and related site improvements on the CRAA Land as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Ground Lease dated as of April 29, 2014 (the "Ground Lease"), the Successor has leased as of April 29, 2014 (the "Lease Date") a portion of the CRAA Land (such leased property may be referred to hereinafter as the "Leased Land," irrespective of whether (i) the Successor continues to lease such property, (ii) the Successor subsequently owns such property, or (iii) such property is subsequently owned or leased by another entity); and

WHEREAS, the Successor intends to construct on the Leased Land one or more Buildings, and Successor would be the Owner (as defined in the CRA Agreement) of the Building or Buildings (the Building or Buildings constructed by Successor on the Leased Land are collectively referred to as the "DRCS Property"); and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the DRCS Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, the parties understand that the Successor or another entity may in the future acquire the Leased Land, and the Successor may convey the DRCS Property to another entity; and

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Successor wishes to ensure that the benefits of the CRA Agreement with respect to the DRCS Property are received by any successor Owner (as defined in the CRA Agreement) of the DRCS Property (a "Subsequent Successor"), and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Subsequent Successor on the terms set forth in the CRA Agreement;

WHEREAS, pursuant to Section 16 of the CRA Agreement, the County has agreed to approve the assignment of all or a portion of the CRA Agreement so long as the transferee or assignee executes with the County an assignment or assumption agreement wherein the transferee or assignee (i) assumes all obligations of an Owner under the CRA Agreement with respect to one or more Buildings, and (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to such transferee or assignee; and

WHEREAS, this Agreement is being executed pursuant to Section 16 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. From and after the Lease Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the DRCS Property, including the payment of the Millage Differential Amount in accordance with Section 17 of the CRA Agreement; and (ii) certifies to the validity, as to the Successor as of the date it is executing this Agreement and as of the Lease Date, of the representations, warranties and covenants made by or on behalf of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of initial fee and annual fee), Section 6 (payment of non-exempt taxes), Sections 10 and 11 (certification as to no delinquent taxes), Section 13 (non-discriminatory hiring) and Section 15 (R.C. Section 9.66 covenants). Furthermore, to the extent necessary, the Authority assigns to the Successor (i) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the DRCS Property, and (ii) all of the benefits of the CRA Agreement with respect to the DRCS Property.

2. The Successor further certifies as of the date it is executing this Agreement and as of the Lease Date that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

3. The County agrees that as to the DRCS Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the DRCS Property without the consent of the Successor.

4. Successor acknowledges that the County, by Resolution passed on December 31, 2007 (the "TIF Resolution"), has approved a 100%, 30 year tax increment financing ("TIF") that includes the Leased Land and will include the DRCS Property and that requires the Successor to make service payments in lieu of taxes (the "Service Payments"), pursuant to R.C. Sections 5709.77 et seq. (the "TIF Statutes"), provided that (i) Successor will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any Improvement (as defined in the TIF Resolution and the TIF Statutes), and (ii) no Service Payments shall be required as to any portion of the Improvement for any period it is subject to a real property tax exemption under the CRA Agreement. Successor agrees to cooperate in the execution of any agreements or documents for the purpose of implementing and securing the TIF and the Millage Differential Payment provided for in Section 17 of the CRA Agreement.

5. Notwithstanding anything to the contrary contained in the CRA Agreement, the County will not terminate, revoke, suspend or modify the CRA designation of the DRCS Property or the fifteen (15) year, 100% real property tax exemption for the assessed value of the DRCS Property at any time during the fifteen (15) year tax exemption period set forth in Section 4 of the CRA Agreement, absent a material default by the Successor under the CRA Agreement that remains uncured for one year after the provision of written notice of such material default from the County to the Successor, in which case the County may pursue any remedies available under the CRA Agreement and the Ohio Revised Code.

6. The County approves any subsequent assignment of the benefits of the CRA Agreement with respect to the DRCS Property to a Subsequent Successor, provided the Subsequent Successor files with the County an assumption agreement, which need not be executed by the County, wherein the Subsequent Successor (i) assumes all obligations of an Owner under the CRA Agreement with respect to the DRCS Property, (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to the Subsequent Successor, and (iii) certifies as to the compliance of the Subsequent Successor with R.C. Section 3735.671(E) as described in Section 2 hereof. The County agrees that as to the DRCS Property, the Subsequent Successor shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Subsequent Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the DRCS Property without the consent of the Subsequent Successor.

7. Notices to the Successor with respect to the CRA Agreement shall be addressed as follows:

DRCS, LLC
Attn: James T. Clark, Senior Vice President, Columbus Operations
4675 Lakehurst Court, Suite 200
Dublin, OH 43016
Phone: (614) 932-6016
Fax: (614) 932-6290

With a copy to:

Scott J. Ziance, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215
Phone: (614) 464-8287
Fax: (614) 719-5053

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Lease Date.

**COLUMBUS REGIONAL AIRPORT
AUTHORITY**

By: _____

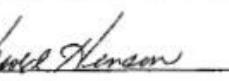
Name: _____

Title: _____

PICKAWAY COUNTY, OHIO

By: 
[Signature]

Title: Commissioner

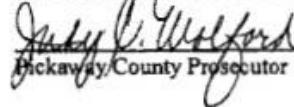
By: 
[Signature]

Title: County Commissioner

By: 
[Signature]

Title: County Commissioner

APPROVED AS TO FORM:

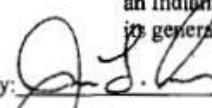

[Signature]
Pickaway County Prosecutor

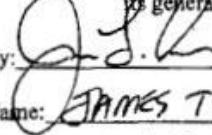
SUCCESSOR

DRCS, LLC,
a Delaware limited liability company

By: Duke Construction Limited Partnership,
an Indiana limited partnership,
Managing Member

By: Duke Business Centers Corporation,
an Indiana corporation,
its general partner

By: 
[Signature]

Name: 
[Signature]

Title: SR. VP

5

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Lease Date.

**COLUMBUS REGIONAL AIRPORT
AUTHORITY**

By: 
[Signature]

Name: Rod Borden

Title: COO

PICKAWAY COUNTY, OHIO

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Pickaway County Prosecutor

SUCCESSOR

DRCS, LLC,
a Delaware limited liability company

By: Duke Construction Limited Partnership,
an Indiana limited partnership,
Managing Member

By: Duke Business Centers Corporation,
an Indiana corporation,
its general partner

By: _____

Name: _____

Title: _____

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of CRA Agreement]

(attached hereto)

**PICKAWAY COUNTY NORTHERN INDUSTRIAL COMMUNITY
REINVESTMENT AREA AGREEMENT**

This agreement (the "Agreement") is made and entered into by and between the County of Pickaway, Ohio (the "County"), a county and political subdivision in and of the State of Ohio ("State") and duly organized and validly existing under the Constitution and laws of the State, with its main offices located at 139 West Franklin Street, Circleville, Ohio 43113, and the Columbus Regional Airport Authority, a port authority and political subdivision of the State, with offices located at 4600 International Gateway, Columbus, Ohio 43219 (the "Authority"). The Authority, together with each successor and assign of the Authority under this Agreement is hereinafter referred to as an "Owner".

WITNESSETH:

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on Exhibit A attached hereto comprised of the approximately 7250 acres of land it has designated as the "Pickaway County Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") by a Resolution adopted July 10, 2006 pursuant to Section 3735.66 of the Revised Code; and

WHEREAS, the Authority owns approximately 610 acres of that land (the "CRAA Land") within the Northern Industrial CRA shown as the "Intermodal" and "Air Cargo" areas on Exhibit A attached hereto, and intends to cause to be constructed on that CRAA Land a series of industrial facilities and related site improvements (collectively, the "Project"; each individual building within the Project, with its related site improvements, is hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Authority intends to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more Owners, which Owners (or their lessees) shall be the parties whom equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, subject to the Director of Development of the State of Ohio determining that the Northern Industrial CRA as designated contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirming that area as a "Community Reinvestment Area" pursuant to Ohio Revised Code Section 3735.66, the County, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Northern Industrial CRA; and]

WHEREAS, the Authority has submitted to the County a proposed agreement application (the "Agreement Application"); and

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Authority has remitted with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Ohio Revised Code Section 3735.65 has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Northern Industrial CRA and improve the economic climate of the County; and

WHEREAS, the Project site as proposed by the Authority is located in the Teays Valley Local School District and the Eastland-Fairfield Career & Technical Schools Joint Vocational School District, and the Board of Education of each such school district has been notified in accordance with Section 5709.83 and been provided a certified copy of this Agreement, or has approved this Agreement; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

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

1. The estimated total cost of the construction of the Project is expected to exceed \$100,000,000 for construction of the Buildings, exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory. The commencement of construction of the Project is scheduled to begin in 2007 and Project completion is expected by 2027. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. No machinery, equipment, furniture, fixtures or inventory of the Authority exists at the Project prior to execution of this Agreement or is held at another location in the State and is to be relocated to the Project.

2. The Authority currently estimates there will be created at the Project by the year 2025 approximately 250 full-time equivalent employees ("FTE") upon full build-out of the Project. No employee positions currently exist at the Project and therefore no employee positions will be retained by the Authority due to construction of the Project. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by the Owners or their lessees.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

3. Each Owner shall provide or cause to be provided to the applicable Tax Incentive Review Council any information reasonably required by that Council to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

4. Pursuant to Section 3735.67 of the Ohio Revised Code, the County hereby grants to the Owner of each Building constructed on the CRAA Land within the Northern Industrial CRA a tax exemption for such Building in the following amount: 100% tax exemption for 15 years. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 20[20] nor extend beyond December 31, 2042. Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

5. The Owners shall pay to the County an initial fee of Two Thousand Five Hundred Dollars (\$2,500.00) and the annual fee required to be paid under Ohio Revised Code Section 3735.671(D).

6. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner of a Building fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this Agreement with respect to such Building are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days of written notice thereof to the Owner of the Building.

7. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the County revokes its designation of the Northern Industrial CRA area containing the CRAA Land, or the Director of the Ohio Department of Development revokes certification of the Northern Industrial CRA area containing the CRAA Land, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner of a Building materially fails to fulfill its obligations under this Agreement and the County terminates or modifies exemptions from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the CRA designation as to the CRAA Land in the Northern Industrial CRA, or modify the incentives available under that designation for the CRAA Land, prior to 2027 without the prior written consent of the Authority.

9. If the Owner of a Building materially fails to fulfill its obligations under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

granted under this Agreement with respect to such Owner's Building; provided, however, that the County may not terminate or modify the exemptions granted or available under this Agreement without the prior written consent of the Authority. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project.

10. The Authority hereby certifies that at the time this Agreement is executed, the Authority does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Authority is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Authority currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Authority. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. The Authority affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

12. The Authority and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

13. The County has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, the Owner is committing to following non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of such Building, any successor to such Owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project.

15. The Authority affirmatively covenants that it has made no false statements to the State or the County or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of the Authority has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Authority shall be required to

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

immediately return all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This Agreement is not transferable or assignable without the express written approval of the County; provided, however that the County agrees not to withhold its approval of such transfer or assignment so long as such transferee or assignee files with the County an assumption agreement wherein such transferee or assignee (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings, and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. Upon the receipt by the County of such assumption agreement, the transferee or assignee shall have all entitlements and rights as to that Building as if it had been the signatory to this Agreement.

17. Annually during the term of any tax exemption for a Building under Section 4 of this Agreement, the Authority will cause there to be collected and paid to the Teays Valley Local School District (the "School District") the Millage Differential Amount as defined herein. That Millage Differential Amount shall be equal to the product of (a) the taxable value of the land (not including the taxable value of any Building) for tax parcel upon which the Building is located (the "Building Parcel") multiplied by (ii) a millage rate that is the difference between the effective real property tax rate for that Building Parcel for that year and the effective real property tax rate for that year for land located in the Canal Vause CRA created by Franklin County Commissioners' Resolution No. 891-2006 adopted November 28, 2006, which has not been annexed into the City of Columbus. Unless otherwise agreed in writing by the County, the Authority and the School District, the Millage Differential shall be collected and distributed in the manner similar to the collection and distribution of real property taxes and may be collected with the tax increment financing referred to in Section 18 below.

18. The County and the Authority also agree that the County will approve and create a 100% 30-year tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the CRAA Land in the Northern Industrial CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building for any period the assessed value of that Building is subject to a tax exemption under Section 4 of this Agreement. All service payments received from the assessed value of any parcel of land for a Building subject to a tax exemption under Section 4 of this Agreement under the TIF will be paid over to the School District. During any period service payments are made with respect to both the assessed value of a Building and the underlying parcel of land, the School District will receive sixty percent (60%) of those service payments with the remaining forty percent (40%) of those service payments made to the County for the purpose of compensation to the other taxing entities within the Northern Industrial CRA pursuant to ORC section 5709.82 and/or for public infrastructure improvements as provided in the resolution of the Board of County Commissioners establishing that TIF.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

19. The Owner shall pay to the Pickaway Progress Partnership, or its successor economic development agency as designated by the Pickaway County Board of Commissioners, an annual fee equal to the fee required to be paid to the County under Ohio Revised Code Section 3735.671(D).

IN WITNESS WHEREOF, the County of Pickaway, Ohio, pursuant to its Resolution adopted August 6, 2007, has caused this instrument to be executed as of this 6th day of August, 2007, and the Columbus Regional Airport Authority, by Elaine Roberts, its President & CEO, and pursuant to Resolution No. 54-07 adopted May 22, 2007, has caused this instrument to be executed as of this 19th day of August, 2007.

Dept.
COUNTY OF PICKAWAY, OHIO

By: Judie C. Wolford

Glenn D. Reeser
Pickaway County Commissioner, President

By: Ula Jean Metzler

Ula Jean Metzler
Pickaway County Commissioner

By: Jay Wappel

Jay Wappel
Pickaway County Commissioner

COLUMBUS REGIONAL AIRPORT AUTHORITY

By: Elaine Roberts



Title: President & CEO

Approved as to form:

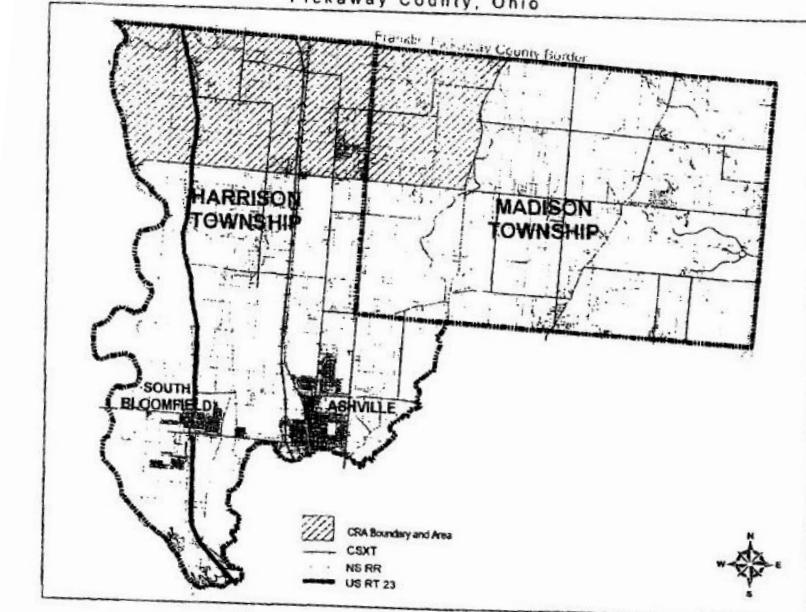
Judy C. Wolford
Judy C. Wolford
Pickaway County Prosecutor

Page 6 of 7

Exhibit A

Depiction of Northern Industrial CRA and CRAA Land

Harrison-Madison CRA
Pickaway County, Ohio



TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The Land

(attached hereto)

Parcel Description - 26.801 Acres
North Side of Rickenbacker Parkway East

Situated in the State of Ohio, County of Pickaway, Townships of Harrison and Madison, Section 13, Township 3, Range 22 and Section 18, Township 10, Range 21 and being part of the residuum of Tract 1 as shown in the deed to Columbus Municipal Airport Authority of record in Official Record 514, Page 2561 (PID: D1200030026301 and PID: F1800010000101), and described as follows:

Beginning at the east terminus of the north right-of-way line for Rickenbacker Parkway East as recorded in Plat Cabinet 2, Page 127, in the division line between said Harrison Township and Madison Township;

Thence N 86° 35' 50" W, along said north right-of-way line, 580.77 feet to the east right-of-way line for Intermodal Court North as recorded in Cabinet 2, Page 183;

Thence along said east right-of-way line, the following courses;

With a curve to the right (delta=90° 00' 00", radius=20.00 feet, arc length=31.42 feet) a chord bearing and chord distance of N 41° 35' 50" W, 28.28 feet;

N 03° 24' 10" E, 587.20 feet;

With a curve to the right (delta=59° 59' 34", radius=20.00, arc length=20.94 feet) a chord bearing and chord distance of N 33° 24' 23" E, 20.00 feet;

With a curve to the left (delta=105° 33' 26", radius=50.00, arc length=147.39 feet) a chord bearing and chord distance of N 10° 37' 27" E, 127.41 feet;

Thence across said Tract 1, the following courses;

N 47° 50' 54" E, 31.68 feet;

S 86° 23' 55" E, 951.16 feet;

S 63° 46' 51" E, 821.52 feet;

With a curve to the right (delta=42° 39' 11", radius=1806.87 feet, arc length=1196.07 feet) a chord bearing and chord distance of S 72° 04' 34" W, 1168.64 feet;

N 86° 35' 50" W, 20.39 feet to the Point of Beginning.

Containing 26.801 acres, more or less, as calculated by the above courses. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Advanced Civil Design, Inc. on April 17, 2014.

All references used in this description can be found at the Recorder's Office, Pickaway County, Ohio. Bearings are based on the Ohio State Plane Coordinate System NAD83, CORS96.

Advanced Civil Design, Inc.

Z114-0065-08Survey126.801.doc

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The Land

(attached hereto)

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The Land

Situated in the State of Ohio, County of Pickaway, Townships of Harrison and Madison, Sections 13 and 18, Townships 3 and 10, Range 22 and Range 21 and being part of the residuum of Track 1 as shown in the deed to Columbus Municipal Airport Authority of record in Official Record 514, Page 2561, and being Lot 2 of the Rickenbacker Intermodal North Final Plat of record in Plat Volume 2, Page 341. Containing 26.801 acres, more or less. Subject, however, to all legal highways, easements, and restrictions.

All references used in this description can be found at the Recorder's Office, Pickaway County, Ohio. Bearings are based on the Ohio State Plane Coordinate System NAD83, CORS96.

EXHIBIT D
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The Intermediate Assignment

(attached hereto)

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

CRA ASSIGNMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and among DRCS, LLC, a Delaware limited liability company ("DRCS"), PICKAWAY COUNTY, OHIO (the "County"), a political subdivision of the State of Ohio, through its Board of County Commissioners (the "Board"); and Griffin (Columbus) Essential Asset REIT II, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the COLUMBUS REGIONAL AIRPORT AUTHORITY, a port authority and political subdivision of the State of Ohio (the "Authority"), and the County, dated effective September 19, 2007 (the "CRA Agreement," a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County has, by its Resolution adopted by the Board on July 10, 2006, designated the area specified in the Resolution as the Pickaway County Northern Industrial Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on September 19, 2007, the Authority and the County entered into the CRA Agreement concerning the development of a series of industrial facilities and related site improvements on the CRAA Land as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, the Authority partially assigned to DRCS, and DRCS assumed from the Authority, the interest of the Authority in the CRA Agreement with respect to the American Showa Building (as hereinafter defined) pursuant to that certain Assignment and Assumption Agreement by and among the Authority, the County, the Board, and DRCS (the "Initial Assignment"), a copy of which is attached hereto as Exhibit B;

WHEREAS, DRCS has constructed on a portion of the CRAA Land (such property may be referred to hereinafter as the "Land"), which is more particularly described on Exhibit C attached hereto, a Building (as defined in the CRA Agreement) that is currently occupied by American Showa Inc., and Successor would be the Owner (as defined in the CRA Agreement) of the Building (the "American Showa Building"); and

WHEREAS, by virtue of that certain deed dated as of _____, 2015 from the Authority, as grantor, to the Successor, as grantee (the "Deed"), the Successor has acquired as of _____, 2015 (the "Closing Date") the Land and the American Showa Building; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the American Showa Building, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, the parties understand that the Successor or another entity may in the future convey the Land or the American Showa Building, or both, to another entity; and

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Successor wishes to ensure that the benefits of the CRA Agreement with respect to the American Showa Building are received by any successor Owner (as defined in the CRA Agreement) of the American Showa Building (a "Subsequent Successor"), and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Subsequent Successor on the terms set forth in the CRA Agreement:

WHEREAS, pursuant to Section 16 of the CRA Agreement, the County has agreed to approve the assignment of all or a portion of the CRA Agreement so long as the transferee or assignee executes with the County an assignment or assumption agreement wherein the transferee or assignee (i) assumes all obligations of an Owner under the CRA Agreement with respect to one or more Buildings, and (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to such transferee or assignee; and

WHEREAS, this Agreement is being executed pursuant to Section 16 of the CRA Agreement:

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. From and after the Closing Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the American Showa Building, including the payment of the Millage Differential Amount in accordance with Section 17 of the CRA Agreement; and (ii) certifies to the validity, as to the Successor as of the date it is executing this Agreement and as of the Closing Date, of the representations, warranties and covenants made by or on behalf of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of initial fee and annual fee), Section 6 (payment of non-exempt taxes), Sections 10 and 11 (certification as to no delinquent taxes), Section 13 (non-discriminatory hiring) and Section 15 (R.C. Section 9.66 covenants). More specifically, based on a per acreage basis, the following specific obligations are partially assigned to Successor upon the same terms and conditions as set forth in respective sections of the CRA Agreement: (a) Section 1 - estimated cost of construction of the Project is expected to exceed \$4,393,000; and (b) Section 2 - Successor estimates that there will be 11 FTE positions created at the Project. Furthermore, DRCS assigns to the Successor (i) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the American Showa Building, and (ii) all of the benefits of the CRA Agreement with respect to the American Showa Building.

2. The Successor further certifies as of the date it is executing this Agreement and as of the Closing Date that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

3. As of the date it is executing this Agreement and as of the Closing Date, DRCS hereby warrants and represents that any and all of its obligations, agreements, covenants and restrictions as the Owner with respect to the American Showa Building set forth in the CRA Agreement have been

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

performed and observed by DRCS, including the payment of the Millage Differential Amount in accordance with Section 17 of the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of initial fee and annual fee), Section 6 (payment of non-exempt taxes), Sections 10 and 11 (certification as to no delinquent taxes), Section 13 (non-discriminatory hiring) and Section 15 (R.C. Section 9.66 covenants).

4. The County agrees that as to the American Showa Building the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the American Showa Building without the consent of the Successor. The County further agrees that as of the date of executing this Agreement and as of the Closing Date, DRCS and the County have performed satisfactorily any and all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement for which they are obligated. The County further represents and warrants to Successor that the County will not assert any claim whatsoever against the Successor based upon any act or failure to act of any party that occurred prior to the Closing Date with regard to any obligations, agreements, covenants and restrictions set forth in the CRA Agreement. The County hereby warrants and represents that as of the date of executing this Agreement and as of the Closing Date, the CRA Agreement is fully in force and that there are no defaults whatsoever by either the Authority or the DRCS pursuant to the CRA Agreement.

5. Successor acknowledges that the County, by Resolution passed on December 31, 2007 (the "TIF Resolution"), has approved a 100%, 30 year tax increment financing ("TIF") that includes the Land and the American Showa Building and that requires the Successor to make service payments in lieu of taxes (the "Service Payments"), pursuant to R.C. Sections 5709.77 et seq. (the "TIF Statutes"), provided that (i) Successor will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any Improvement (as defined in the TIF Resolution and the TIF Statutes), and (ii) no Service Payments shall be required as to any portion of the Improvement for any period it is subject to a real property tax exemption under the CRA Agreement. Successor agrees to cooperate in the execution of any agreements or documents for the purpose of implementing and securing the TIF and the Millage Differential Payment provided for in Section 17 of the CRA Agreement.

6. Notwithstanding anything to the contrary contained in the CRA Agreement, (i) the County hereby releases DRCS from any and all liability under the CRA Agreement with respect to the American Showa Building arising on or after the effective date of this Agreement, and (ii) the County agrees to look solely to the Successor for the fulfillment of any and all obligations as Owner under the CRA Agreement with respect to the American Showa Building arising on or after the effective date of this Agreement.

7. Notwithstanding anything to the contrary contained in the CRA Agreement, the County will not terminate, revoke, suspend or modify the CRA designation of the American Showa Building or the fifteen (15) year, 100% real property tax exemption for the assessed value of the American Showa Building at any time during the fifteen (15) year tax exemption period set forth in Section 4 of the CRA Agreement, absent a material default by the Successor arising on or after the Closing Date under the CRA Agreement that remains uncured for one year after the provision of written notice of such material default from the County to the Successor, in which case the County may pursue any remedies available under the CRA Agreement and the Ohio Revised Code.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

8. The County shall approve any subsequent assignment of the benefits of the CRA Agreement with respect to the American Showa Building to a Subsequent Successor, provided the Subsequent Successor submits to the County for approval and execution an assumption agreement, wherein the Subsequent Successor (i) assumes all obligations of an Owner under the CRA Agreement with respect to the American Showa Building, (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to the Subsequent Successor, and (iii) certifies as to the compliance of the Subsequent Successor with R.C. Section 3735.671(E) as described in Section 2 hereof. The County agrees that as to the American Showa Building, the Subsequent Successor shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Subsequent Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the American Showa Building without the consent of the Subsequent Successor.

9. Notices to the Successor with respect to the CRA Agreement shall be addressed as follows:

Griffin (Columbus) Essential Asset REIT II, LLC
c/o Griffin Capital Corporation
Griffin Capital Plaza
1520 E. Grand Avenue
El Segundo, California 90245
Phone: 310-469-6100

with a copy to:

Griffin Capital Corporation
790 Estate Drive, Suite 180
Deerfield, Illinois 60015
Attention: Mary Higgins, Esq.
Phone: 310-469-6100

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Closing Date.

DRCS, LLC,
a Delaware limited liability company

By: Duke Construction Limited Partnership,
an Indiana limited partnership,
Managing Member

By: Duke Business Centers
Corporation,
an Indiana corporation,
its general partner

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Judy C. Welford
Pickaway County Prosecutor

SUCCESSOR

Griffin (Columbus) Essential Asset REIT II, LLC, a
Delaware limited liability company

By: Griffin Capital Essential Asset Operating
Partnership II, L.P., a Delaware limited partnership,
its sole member

By: Griffin Capital Essential Asset REIT II,
Inc., a Maryland corporation, its general partner

PICKAWAY COUNTY, OHIO

By: *J. Eller*

Title: *President, Board of County Commissioners*

By: *John Eller*

Title: *Signer*

By: *John Eller*

Title: *Signer*

By: _____

Name: _____

Its: _____

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Closing Date.

DRCS, LLC,
a Delaware limited liability company

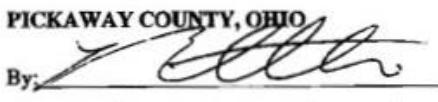
By: Duke Construction Limited Partnership,
an Indiana limited partnership,
Managing Member

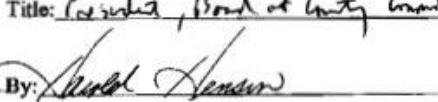
By: Duke Business Centers
Corporation,
an Indiana corporation,
its general partner

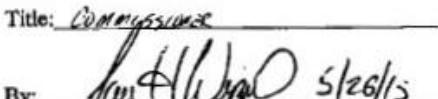
By: _____

Name: _____

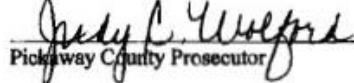
Title: _____

PICKAWAY COUNTY, OHIO
By: 
Title: *Judy C. Welford, Board of County Commissioners*

By: 
Title: *Charles E. Podell, Board of County Commissioners*

By: 
Title: *Ray H. Hupp 5/26/15*
Title: *Commissioner*

APPROVED AS TO FORM:

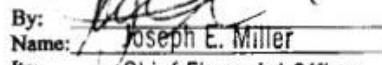

PICKAWAY County Prosecutor

SUCCESSOR

Griffin (Columbus) Essential Asset REIT II, LLC, a
Delaware limited liability company

By: Griffin Capital Essential Asset Operating
Partnership II, L.P., a Delaware limited partnership,
its sole member

By: Griffin Capital Essential Asset REIT II,
Inc., a Maryland corporation, its general partner

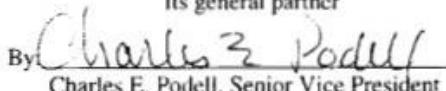
By: 
Name: *Joseph E. Miller*
Its: *Chief Financial Officer*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Closing Date.

DRCS, LLC,
a Delaware limited liability company

By: Duke Construction Limited Partnership,
an Indiana limited partnership,
Managing Member

By: Duke Business Centers
Corporation,
an Indiana corporation,
its general partner

By: 
Charles E. Podell, Senior Vice President

PICKAWAY COUNTY, OHIO

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

PICKAWAY County Prosecutor

SUCCESSOR

Griffin (Columbus) Essential Asset REIT II, LLC, a
Delaware limited liability company

By: Griffin Capital Essential Asset Operating
Partnership II, L.P., a Delaware limited partnership,
its sole member

By: Griffin Capital Essential Asset REIT II,
Inc., a Maryland corporation, its general partner

By: _____
Name: _____
Its: _____

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The CRA Agreement

(attached hereto)

**PICKAWAY COUNTY NORTHERN INDUSTRIAL COMMUNITY
REINVESTMENT AREA AGREEMENT**

This agreement (the "Agreement") is made and entered into by and between the County of Pickaway, Ohio (the "County"), a county and political subdivision in and of the State of Ohio ("State") and duly organized and validly existing under the Constitution and laws of the State, with its main offices located at 139 West Franklin Street, Circleville, Ohio 43113, and the Columbus Regional Airport Authority, a port authority and political subdivision of the State, with offices located at 4600 International Gateway, Columbus, Ohio 43219 (the "Authority"). The Authority, together with each successor and assign of the Authority under this Agreement is hereinafter referred to as an "Owner".

WITNESSETH:

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on Exhibit A attached hereto comprised of the approximately 7250 acres of land it has designated as the "Pickaway County Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") by a Resolution adopted July 10, 2006 pursuant to Section 3735.66 of the Revised Code; and

WHEREAS, the Authority owns approximately 610 acres of that land (the "CRAA Land") within the Northern Industrial CRA shown as the "Intermodal" and "Air Cargo" areas on Exhibit A attached hereto, and intends to cause to be constructed on that CRAA Land a series of industrial facilities and related site improvements (collectively, the "Project"; each individual building within the Project, with its related site improvements, is hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Authority intends to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more Owners, which Owners (or their lessees) shall be the parties whom equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, subject to the Director of Development of the State of Ohio determining that the Northern Industrial CRA as designated contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirming that area as a "Community Reinvestment Area" pursuant to Ohio Revised Code Section 3735.66, the County, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Northern Industrial CRA; and]

WHEREAS, the Authority has submitted to the County a proposed agreement application (the "Agreement Application"); and

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Authority has remitted with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Ohio Revised Code Section 3735.65 has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Northern Industrial CRA and improve the economic climate of the County; and

WHEREAS, the Project site as proposed by the Authority is located in the Teays Valley Local School District and the Eastland-Fairfield Career & Technical Schools Joint Vocational School District, and the Board of Education of each such school district has been notified in accordance with Section 5709.83 and been provided a certified copy of this Agreement, or has approved this Agreement; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

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

1. The estimated total cost of the construction of the Project is expected to exceed \$100,000,000 for construction of the Buildings, exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory. The commencement of construction of the Project is scheduled to begin in 2007 and Project completion is expected by 2027. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. No machinery, equipment, furniture, fixtures or inventory of the Authority exists at the Project prior to execution of this Agreement or is held at another location in the State and is to be relocated to the Project.

2. The Authority currently estimates there will be created at the Project by the year 2025 approximately 250 full-time equivalent employees ("FTE") upon full build-out of the Project. No employee positions currently exist at the Project and therefore no employee positions will be retained by the Authority due to construction of the Project. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by the Owners or their lessees.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

3. Each Owner shall provide or cause to be provided to the applicable Tax Incentive Review Council any information reasonably required by that Council to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

4. Pursuant to Section 3735.67 of the Ohio Revised Code, the County hereby grants to the Owner of each Building constructed on the CRAA Land within the Northern Industrial CRA a tax exemption for such Building in the following amount: 100% tax exemption for 15 years. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 20[20] nor extend beyond December 31, 2042. Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

5. The Owners shall pay to the County an initial fee of Two Thousand Five Hundred Dollars (\$2,500.00) and the annual fee required to be paid under Ohio Revised Code Section 3735.671(D).

6. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner of a Building fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this Agreement with respect to such Building are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days of written notice thereof to the Owner of the Building.

7. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the County revokes its designation of the Northern Industrial CRA area containing the CRAA Land, or the Director of the Ohio Department of Development revokes certification of the Northern Industrial CRA area containing the CRAA Land, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner of a Building materially fails to fulfill its obligations under this Agreement and the County terminates or modifies exemptions from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the CRA designation as to the CRAA Land in the Northern Industrial CRA, or modify the incentives available under that designation for the CRAA Land, prior to 2027 without the prior written consent of the Authority.

9. If the Owner of a Building materially fails to fulfill its obligations under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

granted under this Agreement with respect to such Owner's Building; provided, however, that the County may not terminate or modify the exemptions granted or available under this Agreement without the prior written consent of the Authority. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project.

10. The Authority hereby certifies that at the time this Agreement is executed, the Authority does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Authority is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Authority currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Authority. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. The Authority affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

12. The Authority and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

13. The County has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, the Owner is committing to following non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of such Building, any successor to such Owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project.

15. The Authority affirmatively covenants that it has made no false statements to the State or the County or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of the Authority has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Authority shall be required to

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

immediately return all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This Agreement is not transferable or assignable without the express written approval of the County; provided, however that the County agrees not to withhold its approval of such transfer or assignment so long as such transferee or assignee files with the County an assumption agreement wherein such transferee or assignee (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings, and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. Upon the receipt by the County of such assumption agreement, the transferee or assignee shall have all entitlements and rights as to that Building as if it had been the signatory to this Agreement.

17. Annually during the term of any tax exemption for a Building under Section 4 of this Agreement, the Authority will cause there to be collected and paid to the Teays Valley Local School District (the "School District") the Millage Differential Amount as defined herein. That Millage Differential Amount shall be equal to the product of (a) the taxable value of the land (not including the taxable value of any Building) for tax parcel upon which the Building is located (the "Building Parcel") multiplied by (ii) a millage rate that is the difference between the effective real property tax rate for that Building Parcel for that year and the effective real property tax rate for that year for land located in the Canal Vause CRA created by Franklin County Commissioners' Resolution No. 891-2006 adopted November 28, 2006, which has not been annexed into the City of Columbus. Unless otherwise agreed in writing by the County, the Authority and the School District, the Millage Differential shall be collected and distributed in the manner similar to the collection and distribution of real property taxes and may be collected with the tax increment financing referred to in Section 18 below.

18. The County and the Authority also agree that the County will approve and create a 100% 30-year tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the CRAA Land in the Northern Industrial CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building for any period the assessed value of that Building is subject to a tax exemption under Section 4 of this Agreement. All service payments received from the assessed value of any parcel of land for a Building subject to a tax exemption under Section 4 of this Agreement under the TIF will be paid over to the School District. During any period service payments are made with respect to both the assessed value of a Building and the underlying parcel of land, the School District will receive sixty percent (60%) of those service payments with the remaining forty percent (40%) of those service payments made to the County for the purpose of compensation to the other taxing entities within the Northern Industrial CRA pursuant to ORC section 5709.82 and/or for public infrastructure improvements as provided in the resolution of the Board of County Commissioners establishing that TIF.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

19. The Owner shall pay to the Pickaway Progress Partnership, or its successor economic development agency as designated by the Pickaway County Board of Commissioners, an annual fee equal to the fee required to be paid to the County under Ohio Revised Code Section 3735.671(D).

IN WITNESS WHEREOF, the County of Pickaway, Ohio, pursuant to its Resolution adopted August 6, 2007, has caused this instrument to be executed as of this 6th day of August, 2007, and the Columbus Regional Airport Authority, by Elaine Roberts, its President & CEO, and pursuant to Resolution No. 54-07 adopted May 22, 2007, has caused this instrument to be executed as of this 19th day of August, 2007.

Sept. COUNTY OF PICKAWAY, OHIO

By: Glenn D. Reeser

Glenn D. Reeser
Pickaway County Commissioner, President

By: Ula Jean Metzler

Ula Jean Metzler
Pickaway County Commissioner

By: Jay D. Wappel

Jay Wappel
Pickaway County Commissioner

COLUMBUS REGIONAL AIRPORT AUTHORITY

By: Elaine Roberts



Title: President & CEO

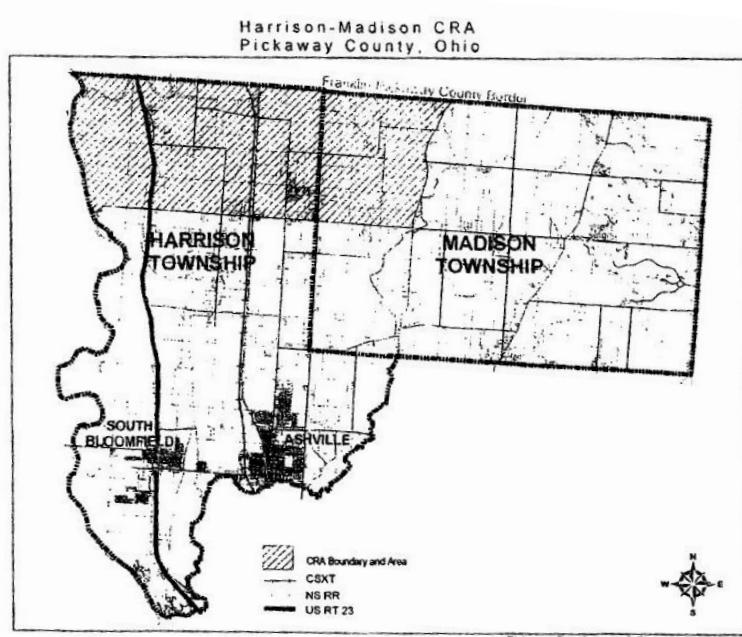
Approved as to form:

Judy C. Wolford
Judy C. Wolford
Pickaway County Prosecutor

Page 6 of 7

Exhibit A

Depiction of Northern Industrial CRA and CRAA Land



TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The Initial Assignment

(attached hereto)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and among the COLUMBUS REGIONAL AIRPORT AUTHORITY, a port authority and political subdivision of the State of Ohio (the "Authority"), PICKAWAY COUNTY, OHIO (the "County"), a political subdivision of the State of Ohio, through its Board of County Commissioners (the "Board"); and DRCS, LLC, a Delaware limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Authority and the County, dated effective September 19, 2007 (the "CRA Agreement," a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County has, by its Resolution adopted by the Board on July 10, 2006, designated the area specified in the Resolution as the Pickaway County Northern Industrial Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on September 19, 2007, the Authority and the County entered into the CRA Agreement concerning the development of a series of industrial facilities and related site improvements on the CRAA Land as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Ground Lease dated as of April 29, 2014 (the "Ground Lease"), the Successor has leased as of April 29, 2014 (the "Lease Date") a portion of the CRAA Land (such leased property may be referred to hereinafter as the "Leased Land" irrespective of whether (i) the Successor continues to lease such property, (ii) the Successor subsequently owns such property, or (iii) such property is subsequently owned or leased by another entity); and

WHEREAS, the Successor intends to construct on the Leased Land one or more Buildings, and Successor would be the Owner (as defined in the CRA Agreement) of the Building or Buildings (the Building or Buildings constructed by Successor on the Leased Land are collectively referred to as the "DRCS Property"); and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the DRCS Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, the parties understand that the Successor or another entity may in the future acquire the Leased Land, and the Successor may convey the DRCS Property to another entity; and

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Successor wishes to ensure that the benefits of the CRA Agreement with respect to the DRCS Property are received by any successor Owner (as defined in the CRA Agreement) of the DRCS Property (a "Subsequent Successor"), and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Subsequent Successor on the terms set forth in the CRA Agreement;

WHEREAS, pursuant to Section 16 of the CRA Agreement, the County has agreed to approve the assignment of all or a portion of the CRA Agreement so long as the transferee or assignee executes with the County an assignment or assumption agreement wherein the transferee or assignee (i) assumes all obligations of an Owner under the CRA Agreement with respect to one or more Buildings, and (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to such transferee or assignee; and

WHEREAS, this Agreement is being executed pursuant to Section 16 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the parties from the execution hereof, the parties hereto agree as follows:

1. From and after the Lease Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the DRCS Property, including the payment of the Millage Differential Amount in accordance with Section 17 of the CRA Agreement; and (ii) certifies to the validity, as to the Successor as of the date it is executing this Agreement and as of the Lease Date, of the representations, warranties and covenants made by or on behalf of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (construction of the project), Section 2 (employment positions), Section 3 (provision of information), Section 5 (payment of initial fee and annual fee), Section 6 (payment of non-exempt taxes), Sections 10 and 11 (certification as to no delinquent taxes), Section 13 (non-discriminatory hiring) and Section 15 (R.C. Section 9.66 covenants). Furthermore, to the extent necessary, the Authority assigns to the Successor (i) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the DRCS Property, and (ii) all of the benefits of the CRA Agreement with respect to the DRCS Property.

2. The Successor further certifies as of the date it is executing this Agreement and as of the Lease Date that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

3. The County agrees that as to the DRCS Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the DRCS Property without the consent of the Successor.

4. Successor acknowledges that the County, by Resolution passed on December 31, 2007 (the "TIF Resolution"), has approved a 100%, 30 year tax increment financing ("TIF") that includes the Leased Land and will include the DRCS Property and that requires the Successor to make service payments in lieu of taxes (the "Service Payments"), pursuant to R.C. Sections 5709.77 et seq. (the "TIF Statutes"), provided that (i) Successor will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any Improvement (as defined in the TIF Resolution and the TIF Statutes), and (ii) no Service Payments shall be required as to any portion of the Improvement for any period it is subject to a real property tax exemption under the CRA Agreement. Successor agrees to cooperate in the execution of any agreements or documents for the purpose of implementing and securing the TIF and the Millage Differential Payment provided for in Section 17 of the CRA Agreement.

5. Notwithstanding anything to the contrary contained in the CRA Agreement, the County will not terminate, revoke, suspend or modify the CRA designation of the DRCS Property or the fifteen (15) year, 100% real property tax exemption for the assessed value of the DRCS Property at any time during the fifteen (15) year tax exemption period set forth in Section 4 of the CRA Agreement, absent a material default by the Successor under the CRA Agreement that remains uncured for one year after the provision of written notice of such material default from the County to the Successor, in which case the County may pursue any remedies available under the CRA Agreement and the Ohio Revised Code.

6. The County approves any subsequent assignment of the benefits of the CRA Agreement with respect to the DRCS Property to a Subsequent Successor, provided the Subsequent Successor files with the County an assumption agreement, which need not be executed by the County, wherein the Subsequent Successor (i) assumes all obligations of an Owner under the CRA Agreement with respect to the DRCS Property, (ii) certifies as to the validity of the representations, warranties and covenants contained in the CRA Agreement as to the Subsequent Successor, and (iii) certifies as to the compliance of the Subsequent Successor with R.C. Section 3735.671(E) as described in Section 2 hereof. The County agrees that as to the DRCS Property, the Subsequent Successor shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Subsequent Successor had been an original signatory (i.e., the Authority) to the CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the CRA Agreement with respect to the DRCS Property without the consent of the Subsequent Successor.

7. Notices to the Successor with respect to the CRA Agreement shall be addressed as follows:

DRCS, LLC
Attn: James T. Clark, Senior Vice President, Columbus Operations
4675 Lakehurst Court, Suite 200
Dublin, OH 43016
Phone: (614) 932-6016
Fax: (614) 932-6290

With a copy to:

Scott J. Ziance, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215
Phone: (614) 464-8287
Fax: (614) 719-5053

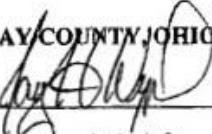
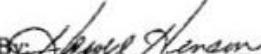
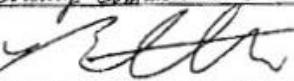
TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Lease Date.

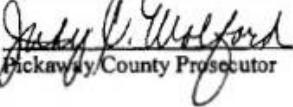
**COLUMBUS REGIONAL AIRPORT
AUTHORITY**

By: _____
Name: _____
Title: _____

PICKAWAY COUNTY, OHIO

By: 
Title: Administrator
By: 
Title: County Commissioner
By: 
Title: County Commissioner

APPROVED AS TO FORM:

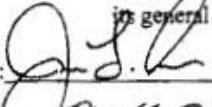

Pickaway County Prosecutor

SUCCESSOR

DRCS, LLC,
a Delaware limited liability company

By: Duke Construction Limited Partnership,
an Indiana limited partnership,
Managing Member

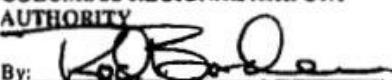
By: Duke Business Centers Corporation,
an Indiana corporation,
its general partner

By: 
Name: JAMES T. CLARK
Title: SR. V.P.

5

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the earliest date allowable under Ohio law, provided that the effective date shall be no earlier than the Lease Date.

**COLUMBUS REGIONAL AIRPORT
AUTHORITY**

By: 
Name: Rod Borden
Title: COO

APPROVED AS TO FORM:

Pickaway County Prosecutor

SUCCESSOR

DRCS, LLC,
a Delaware limited liability company

By: Duke Construction Limited Partnership,
an Indiana limited partnership,
Managing Member

By: Duke Business Centers Corporation,
an Indiana corporation,
its general partner

By: _____
Name: _____
Title: _____

PICKAWAY COUNTY, OHIO

By: _____
Title: _____
By: _____
Title: _____
By: _____
Title: _____
By: _____
Title: _____

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

[Copy of CRA Agreement]

(attached hereto)

**PICKAWAY COUNTY NORTHERN INDUSTRIAL COMMUNITY
REINVESTMENT AREA AGREEMENT**

This agreement (the "Agreement") is made and entered into by and between the County of Pickaway, Ohio (the "County"), a county and political subdivision in and of the State of Ohio ("State") and duly organized and validly existing under the Constitution and laws of the State, with its main offices located at 139 West Franklin Street, Circleville, Ohio 43113, and the Columbus Regional Airport Authority, a port authority and political subdivision of the State, with offices located at 4600 International Gateway, Columbus, Ohio 43219 (the "Authority"). The Authority, together with each successor and assign of the Authority under this Agreement is hereinafter referred to as an "Owner".

WITNESSETH:

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on Exhibit A attached hereto comprised of the approximately 7250 acres of land it has designated as the "Pickaway County Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") by a Resolution adopted July 10, 2006 pursuant to Section 3735.66 of the Revised Code; and

WHEREAS, the Authority owns approximately 610 acres of that land (the "CRAA Land") within the Northern Industrial CRA shown as the "Intermodal" and "Air Cargo" areas on Exhibit A attached hereto, and intends to cause to be constructed on that CRAA Land a series of industrial facilities and related site improvements (collectively, the "Project"; each individual building within the Project, with its related site improvements, is hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Authority intends to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more Owners, which Owners (or their lessees) shall be the parties whom equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, subject to the Director of Development of the State of Ohio determining that the Northern Industrial CRA as designated contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirming that area as a "Community Reinvestment Area" pursuant to Ohio Revised Code Section 3735.66, the County, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Northern Industrial CRA; and]

WHEREAS, the Authority has submitted to the County a proposed agreement application (the "Agreement Application"); and

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, the Authority has remitted with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Department of Development to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Ohio Revised Code Section 3735.65 has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that the Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Northern Industrial CRA and improve the economic climate of the County; and

WHEREAS, the Project site as proposed by the Authority is located in the Teays Valley Local School District and the Eastland-Fairfield Career & Technical Schools Joint Vocational School District, and the Board of Education of each such school district has been notified in accordance with Section 5709.83 and been provided a certified copy of this Agreement, or has approved this Agreement; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

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

1. The estimated total cost of the construction of the Project is expected to exceed \$100,000,000 for construction of the Buildings, exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory. The commencement of construction of the Project is scheduled to begin in 2007 and Project completion is expected by 2027. The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties to this Agreement recognize that the costs associated with the Project may increase or decrease significantly and do not necessarily equal otherwise taxable value. No machinery, equipment, furniture, fixtures or inventory of the Authority exists at the Project prior to execution of this Agreement or is held at another location in the State and is to be relocated to the Project.

2. The Authority currently estimates there will be created at the Project by the year 2025 approximately 250 full-time equivalent employees ("FTE") upon full build-out of the Project. No employee positions currently exist at the Project and therefore no employee positions will be retained by the Authority due to construction of the Project. The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by the Owners or their lessees.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

3. Each Owner shall provide or cause to be provided to the applicable Tax Incentive Review Council any information reasonably required by that Council to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

4. Pursuant to Section 3735.67 of the Ohio Revised Code, the County hereby grants to the Owner of each Building constructed on the CRAA Land within the Northern Industrial CRA a tax exemption for such Building in the following amount: 100% tax exemption for 15 years. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 20[20] nor extend beyond December 31, 2042. Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

5. The Owners shall pay to the County an initial fee of Two Thousand Five Hundred Dollars (\$2,500.00) and the annual fee required to be paid under Ohio Revised Code Section 3735.671(D).

6. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner of a Building fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this Agreement with respect to such Building are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days of written notice thereof to the Owner of the Building.

7. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the County revokes its designation of the Northern Industrial CRA area containing the CRAA Land, or the Director of the Ohio Department of Development revokes certification of the Northern Industrial CRA area containing the CRAA Land, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner of a Building materially fails to fulfill its obligations under this Agreement and the County terminates or modifies exemptions from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the CRA designation as to the CRAA Land in the Northern Industrial CRA, or modify the incentives available under that designation for the CRAA Land, prior to 2027 without the prior written consent of the Authority.

9. If the Owner of a Building materially fails to fulfill its obligations under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

granted under this Agreement with respect to such Owner's Building; provided, however, that the County may not terminate or modify the exemptions granted or available under this Agreement without the prior written consent of the Authority. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project.

10. The Authority hereby certifies that at the time this Agreement is executed, the Authority does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Authority is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Authority currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Authority. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. The Authority affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

12. The Authority and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

13. The County has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, the Owner is committing to following non-discriminating hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of such Building, any successor to such Owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section shall have no effect on the tax exemption granted in this Agreement for any other Building in the Project.

15. The Authority affirmatively covenants that it has made no false statements to the State or the County or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project. If any representative of the Authority has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Authority shall be required to

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

immediately return all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This Agreement is not transferable or assignable without the express written approval of the County; provided, however that the County agrees not to withhold its approval of such transfer or assignment so long as such transferee or assignee files with the County an assumption agreement wherein such transferee or assignee (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings, and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. Upon the receipt by the County of such assumption agreement, the transferee or assignee shall have all entitlements and rights as to that Building as if it had been the signatory to this Agreement.

17. Annually during the term of any tax exemption for a Building under Section 4 of this Agreement, the Authority will cause there to be collected and paid to the Teays Valley Local School District (the "School District") the Millage Differential Amount as defined herein. That Millage Differential Amount shall be equal to the product of (a) the taxable value of the land (not including the taxable value of any Building) for tax parcel upon which the Building is located (the "Building Parcel") multiplied by (ii) a millage rate that is the difference between the effective real property tax rate for that Building Parcel for that year and the effective real property tax rate for that year for land located in the Canal Vause CRA created by Franklin County Commissioners' Resolution No. 891-2006 adopted November 28, 2006, which has not been annexed into the City of Columbus. Unless otherwise agreed in writing by the County, the Authority and the School District, the Millage Differential shall be collected and distributed in the manner similar to the collection and distribution of real property taxes and may be collected with the tax increment financing referred to in Section 18 below.

18. The County and the Authority also agree that the County will approve and create a 100% 30-year tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the CRAA Land in the Northern Industrial CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building for any period the assessed value of that Building is subject to a tax exemption under Section 4 of this Agreement. All service payments received from the assessed value of any parcel of land for a Building subject to a tax exemption under Section 4 of this Agreement under the TIF will be paid over to the School District. During any period service payments are made with respect to both the assessed value of a Building and the underlying parcel of land, the School District will receive sixty percent (60%) of those service payments with the remaining forty percent (40%) of those service payments made to the County for the purpose of compensation to the other taxing entities within the Northern Industrial CRA pursuant to ORC section 5709.82 and/or for public infrastructure improvements as provided in the resolution of the Board of County Commissioners establishing that TIF.

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

19. The Owner shall pay to the Pickaway Progress Partnership, or its successor economic development agency as designated by the Pickaway County Board of Commissioners, an annual fee equal to the fee required to be paid to the County under Ohio Revised Code Section 3735.671(D).

IN WITNESS WHEREOF, the County of Pickaway, Ohio, pursuant to its Resolution adopted August 6, 2007, has caused this instrument to be executed as of this 6th day of August, 2007, and the Columbus Regional Airport Authority, by Elaine Roberts, its President & CEO, and pursuant to Resolution No. 5407 adopted May 22, 2007, has caused this instrument to be executed as of this 19th day of August, 2007.

Sept.
COUNTY OF PICKAWAY, OHIO

By: Glenn D. Reeser

Pickaway County Commissioner, President

By: Ula Jean Metzler

Pickaway County Commissioner

By: Jay Wappel

Pickaway County Commissioner

COLUMBUS REGIONAL AIRPORT AUTHORITY

By: Elaine Roberts



Title: President & CEO

Approved as to form:

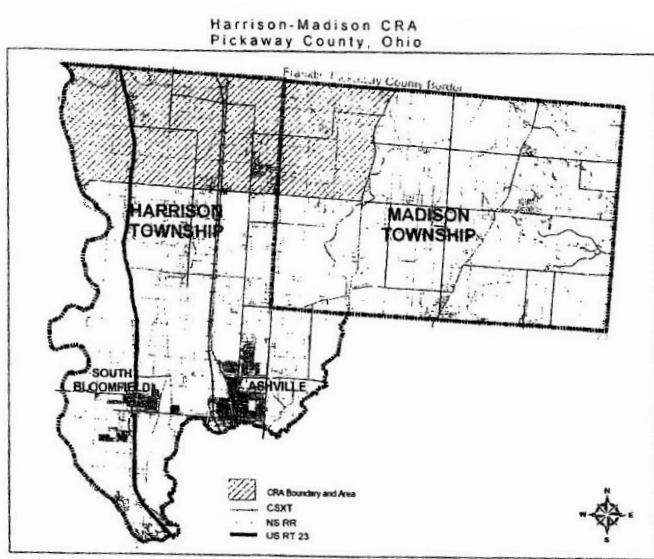
Judy C. Wolford

Judy C. Wolford
Pickaway County Prosecutor

Page 6 of 7

Exhibit A

Depiction of Northern Industrial CRA and CRAA Land



TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

The Land

(attached hereto)

Parcel Description ~ 26.801 Acres
North Side of Rickenbacker Parkway East

Situated in the State of Ohio, County of Pickaway, Townships of Harrison and Madison, Section 13, Township 3, Range 22 and Section 18, Township 10, Range 21 and being part of the residuum of Tract 1 as shown in the deed to Columbus Municipal Airport Authority of record in Official Record 514, Page 2581 (PID: D1200030025301 and PID: F1800010000101), and described as follows:

Beginning at the east terminus of the north right-of-way line for Rickenbacker Parkway East as recorded in Plat Cabinet 2, Page 127, in the division line between said Harrison Township and Madison Township;

Thence N 86° 35' 50" W, along said north right-of-way line, 580.77 feet to the east right-of-way line for Intermodal Court North as recorded in Cabinet 2, Page 183;

Thence along said east right-of-way line, the following courses;

With a curve to the right (delta=90° 00' 00", radius=20.00 feet, arc length=31.42 feet) a chord bearing and chord distance of N 41° 35' 50" W, 28.28 feet;

N 03° 24' 10" E, 687.20 feet;

With a curve to the right (delta=59° 59' 34", radius=20.00, arc length=20.94 feet) a chord bearing and chord distance of N 33° 24' 23" E, 20.00 feet;

With a curve to the left (delta=105° 33' 26", radius=80.00, arc length=147.39 feet) a chord bearing and chord distance of N 10° 37' 27" E, 127.41 feet;

Thence across said Tract 1, the following courses;

N 47° 50' 54" E, 31.88 feet;

S 88° 23' 55" E, 951.16 feet;

S 53° 46' 51" E, 821.52 feet;

With a curve to the right (delta=42° 39' 11", radius=1806.67 feet, arc length=1198.07 feet) a chord bearing and chord distance of S 72° 04' 34" W, 1188.64 feet;

N 86° 35' 50" W, 20.39 feet to the Point of Beginning.

Containing 26.801 acres, more or less, as calculated by the above courses. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Advanced Civil Design, Inc. on April 17, 2014.

All references used in this description can be found at the Recorder's Office, Pickaway County, Ohio. Bearings are based on the Ohio State Plane Coordinate System NAD83, CORS96.

Advanced Civil Design, Inc.

2014-0065-08SurveyQ8 801.doc

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Accurate Mechanical Quote
For Ciller Repairs at Service Center:

Mr. Rogols, Deputy County Administrator, presented a quote from Accurate for Carrier chiller unit repairs at the Service Center. Following a brief discussion, Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the quote to replace the main base control board on the Carrier chiller unit located at the Services Center. Quote in the amount of \$3,315.00

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

**In the Matter of
Bo Lacey Construction Quote
For Service Center Roof Repairs:**

Mr. Rogols, Deputy County Administrator, presented a quote from Bo Lacey Construction for roof repairs at the Service Center. Following a brief discussion, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the quote from Bo Lacey Construction for roof repairs located at the Services Center. Quote in the amount of \$11,900.00

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
Authorization to Allow County Engineer to Enter Into
Contract with Gannett Fleming TranSystems
For FY25 County Engineer Association of Ohio
Bridge Load Rating Program, PID: 122371:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize the County Engineer to into contract with Gannett Fleming TranSystem for the FY25 County Engineer Association of Ohio Bridge Load Rating Program, PID: 122371. The Ohio Department of Transportation awarded the Pickaway County Engineer's Office a grant up to \$14,600 (at 80% for a federal total of \$11,680). The contract with Gannett Fleming TranSysyem is \$25,000.00.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

**In the Matter of
Resolution Approving
Waiving Notice and Waiving Right to
Objection for the Establishment of
Residential Tax Increment Financing
Districts by the City of Circleville:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-040825-25

**WAIVING NOTICE AND WAIVING RIGHT TO OBJECTION FOR
THE ESTABLISHMENT OF RESIDENTIAL TAX INCREMENT FINANCING DISTRICTS
BY THE CITY OF CIRCLEVILLE.**

WHEREAS, pursuant to Ohio Revised Code (“ORC”) Sections 5709.40; 5709.42, and 5709.43 (collectively, the “TIF Act”), the City of Circleville, Ohio (the “City”) wishes to establish three (3) residential tax increment financing districts (the “TIF Districts”) and declare improvements to the parcels of real property within each of the TIF Districts to be a public purpose and exempt from real property taxation (the “TIF Exemptions”) in order to encourage the development of new housing stock within the City; and

WHEREAS, the City has provided a copy of the proposed ordinance establishing the TIF Districts and granting the TIF Exemptions (the “Proposed Ordinance”) to this Board and has requested that this Board waive any other notice of, or objections to, the Proposed Ordinance under ORC 5709.40(E).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pickaway County, State of Ohio, that:

TUESDAY, APRIL 8, 2025
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Section 1. The Board acknowledges receipt of a copy of the Proposed Ordinance and hereby waives any required notice periods for, or objections to, the Proposed Ordinance under ORC 5709.40(E). For the avoidance of doubt, this Board has determined to not object to the Proposed Ordinance under ORC 5709.40(E)(3).

Section 2. The Clerk is hereby directed to certify a copy of this Resolution to the Circleville City Council.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending April 5, 2025.

A total of \$405 was reported collected as follows: \$135 in dog license; \$75 in dog license late penalty; \$20 in adoptions; \$100 in redemptions; \$20 in boarding revenue; \$5 in private donations and \$50 in micro chip fees.

Eleven (11) stray dogs were processed in; two (2) dogs were adopted.

With there being no further business brought before the Board, Commissioner Wippel offered the motion, seconded by Commissioner Scherer, to adjourn.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Jay H. Wippel, President

Harold R. Henson, Vice President

Gary K. Scherer, Commissioner
BOARD OF COUNTY COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Angela Karr, Clerk