TUESDAY, AUGUST 25, 2026
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, August 25, 2026, with the following members present: Mr. Harold R. Henson, and Mr. Gary K. Scherer. Marc Rogols, County Administrator, was also in attendance. Mr. Jay H. Wippel was absent.

In the Matter of
Minutes Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from August 18, 2026, with corrections.

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

Attest: ______________________________
Brandy Stewart, 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 August 25, 2026, 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 **$485,110.93** the County Treasurer to satisfy the same.

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

Attest: ______________________________
Brandy Stewart, 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 August 25, 2026, 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 **$199,964.33** on the County Treasurer to satisfy the same.

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

Attest: ______________________________

Brandy Stewart, Clerk

In the Matter of
Supplemental Appropriation Approved:

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

$10,000.00 – 2032.170.30.510200 – Treas DRETAC Salary – Treasurer

$5,000.00 – 2032.170.30.520100 – Treas DRETAC OPERS – Treasurer

$500.00 – 2032.170.30.520200 – Treas DRETAC Medicare – Treasurer

$10,000.00 – 2001.240.33.530101 – ENG Labors Garage Supply – Engineer

$650.00 – 5001.240.52.520105 – PCSD Elect OPERS – Engineer

$2,000.00 – 5001.240.52.530100 – PCSD Supplies – Engineer

$7,500.00 – 5003.240.52.510200 – Darby Salary – Engineer

$1,000.00 – 5003.240.52.520100 – Darby OPERS – Engineer

$250.00 – 5003.240.52.520200 – Darby Medicare – Engineer

$5.00 – 5003.240.52.520310 – Darby Life Insurance – Engineer

$ 6,000.00 – 5005.240.52.510200 – Derby Salary – Engineer

$100.00 – 5005.240.52.520200 – Derby Medicare – Engineer

$5.00 – 5005.240.52.520310 – Derby Life Insurance – Engineer

$150.00 – 5006.240.52.520200 – Orient Sewer Medicare – Engineer

$5.00 – 5006.240.52.520310 – Orient Sewer Life Insurance – Engineer

$5.00 – 5007.240.52.520310 – Orient Water Life Insurance – Engineer

$10,000.00 – 5006.240.52.510200 – Orient Sewer Salary – Engineer

$9,500.00 – 5007.240.52.510200 – Orient Water Salary – Engineer

$200.00 – 5007.240.52.520200 – Orient Water Medicare – Engineer

$10,000.00 – 2959.190.32.590100 - BOE Cybersecurity Other Exp – Board of Elections

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Amended Certificate Approved:

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

$10,000.00 – 2959.190.18.492000 – COE Cybersecurity Grant – Board of Elections

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

Attest: ______________________________
Brandy Stewart, Clerk

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: September 8th Agenda
  - County Land Use Planning Discussion

  Outstanding Plats:
  - Duvall Road Right-of-Way Dedication West
  - Duvall Road Right-of-Way Dedication East
- Lot Splits:
  - 6 Approved lot splits in the last week, 7 open applications.
- CDBG
  - $3,886.20 2020 CDBG Advance (Permanent)
  - Williamsport NRG Change Order #2
    - Increase Contract Time by 61 days
    - Increase by $7,560
  - Risk Assessment – Federal Funds
    - Required by ODOD for guidelines on managing federal funds
- County Land Use Plan Contract – Advancing funds?
- Tax Incentive
- Committee/Board Positions

In the Matter of
Report Provided by Robert Adkins:

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

- Common Pleas Court Jury Application Go-Live 9/2
- Common Pleas Court AVL Enhancements – CTI working on Scope of Work
- Probation Kiosk – Need joined to Domain with restrictions
- Firewall Update – Testing this week – Global Protect and acl's
- 4th District Update – Meeting soon
- BOE – Core replacement planned
- Mark to take 9300 to prepare for replacement
- Comms Coach Kickoff meeting today at 3:00
- Met with CivicPlus concerning ADA Compliance
- Induce Dylan Hall

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
  - ARES Meeting – 8/24
  - Regional COTS Meeting – 8/26
  - Crisis Intervention Advisory Committee – 8/26
  - IPAWS Workshop – 8/27
  - County HR Training – 8/27
  - FirstNet Meeting with IT – 8/28
- Next Week
  - FEMA Evacuation & Sheltering Webinar – 9/2
  - ID Networks CAD Training – 9/2 (Tentative)
  - TVTP Program Meeting with ADAMH – 9/4
- Programs
  - EMA Operations
    - Flooding Update
    - Public Assistance Data and Report
    - Intern Program
    - Chamber of Commerce Board
    - AFFF Disposal (Aqueous Film Forming Foam) Collection Round 2
  - 911 Coordinator
    - No new updates
  - LEPC
    - PUCO Grant Award for hazmat training
  - Radio Programming
    - Communications Technician – Position Posted

In the Matter of
Report Provided by Jeremy Grant:

The following is a summary of the report provided by Jeremy Grant, Dog Warden.

Mr. Grant reported that they are currently housing 19 dogs. There were 4 visitors to the shelter last week and 5 volunteers. Mr. Grant reported about the 2 dogs seized Nuisance Designation on Logan Street in Circleville on Facebook. He is discussing issues with City Assistant Law Director. Mr. Grant stated that the new hire Nicole Lucician is currently in the 4-week training program. Effective September 1st hours will be changing, Monday through Friday 8:00 a.m. to 4:00 p.m. and Saturdays 10:00 a.m. to 4:00 p.m.

In the Matter of
Report Provided by Angela Karr:

The following is a summary of the report provided by Angela Karr, Deputy County Administrator:

- There were no (0) BWC claims (2026 = 11) and No (0) unemployment claims filed for the week (2026 = 2).
- Gov Deals –
  - PCSO provided information to post the two old Harley Davidson Motorcycles for sale. No Update Waiting for information on old covert cars being sold. Donation to Airport to replace van.
- Personnel –
  - Five (5) new hire packet had been handed out this week (IT, Dog Shelter, Prosecutor & Engineer), and a total of 56 in 2026.
- Job openings –
  - P/T Custodian & F/T Custodian – Posted – Two applicants
  - Maintenance Worker – Posted – Three applicants received
  - Highway Maintenance Worker II (Engineer) - Posted
  - Assistant Prosecutor - Juvenile Division (Prosecutor) – Re-posted
  - JFS – Posted Referral Specialist 2(JFS)
- Building Department –
  - Back-up Inspector- Independent Contractor Bill Felger
- Health Insurance –
  - Group Retro Quarterly Update Webinar 8/26 at 10:00 am

  - ➢ CORSA HR Training (Elected Officials/Department Heads) 10:00-12:00 at JFS
- Miscellaneous –
  - ➢ Dog Shelter – Logan Street Dog Incident
  - ➢ Atlanta Transmission Line Project Service Letter (Brad Washburn)
  - ➢ Department of Agriculture Farmland Preservation Program (Presented at SWCD Annual Dinner)

In the Matter of
Executive Session:

At 9:48 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, 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 Marc Rogols, County Administrator, Angela Karr, Deputy County Administrator, and Brandy Stewart, Clerk in attendance.

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

Attest: ____________________________
Brandy Stewart, Clerk

At 10:18 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, absent; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: ____________________________
Brandy Stewart, Clerk

No Action taken.

In the Matter of
Executive Session:

At 10:20 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, 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 Sheriff Hafey, Marc Rogols, County Administrator, Angela Karr, Deputy County Administrator, and Brandy Stewart, Clerk in attendance.

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

Attest: ____________________________
Brandy Stewart, Clerk

At 10:28 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, absent; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: ____________________________
Brandy Stewart, Clerk

No Action taken.

TUESDAY, AUGUST 25, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Report Provided by Sheriff Hafey:

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

- Hunter Lane retired on Friday with 2o years plus.
- John Strawser promoted to Major. Been doing a great job as Commander.

In the Matter of
Pickaway Progress Partners:

Brian Hill and Tiffany Anderson of Pickaway Progress Partners, along with Nate Green of Montrose Group, LLC and Robbie Nguyen of Northpoint Development, provided the Commissioners with an update on the proposed development at Lockbourne Eastern and Duvall Road. Northpoint Development plan to start construction of the building on the site, which has been zoned since 2023 and is located within the JEDD.
Mr. Green reported that tax abatement approvals have been received from Teays Valley Local Schools and Eastland-Fairfield Career & Technical Schools and requested approval from the Commissioners of the CRA Resolution and Agreement, TIF Resolution and Agreement, and school compensation agreements.
Mr. Nguyen explained that the project will be completed in phases due to utility needs. South Central Power has completed grid upgrades and will work with the developer on a substation, while Columbia Gas and Earnhart Hill Water are also involved in needed service improvements. The project includes widening Duvall Road and reserving property for a possible future roundabout. The first phase will include construction of the smaller building and perimeter landscaping. Northpoint closed on land last week, and they are ready to move.

In the Matter of
A Resolution Approving the Execution Of
A Community Reinvestment Area Agreement
Between The County and NP Rickenbacker BP,
LLC; And Authorizing Related Actions:

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

Resolution No: PC-082526-57

A RESOLUTION APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE COUNTY AND NP RICKENBACKER BP, LLC; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the County of Pickaway, Ohio (the "County") has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the County; and

WHEREAS, to encourage that development, the Board of Pickaway County Commissioners (the "Board of Commissioners") by its resolution adopted July 10, 2006, designated the area specified in such resolution as the Pickaway County Northern Industrial Community Reinvestment Area (the "Northern Industrial CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a 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, effective August 28, 2006, the Director of Development of the State of Ohio determined that the Northern Industrial CRA contains the characteristics set forth in R.C. Section 3735.66 and certified said area as a "Community Reinvestment Area" under R.C. Section 3735.66; and

WHEREAS, the County, by Resolution No. PC-070523-73, adopted on July 5, 2023, and as updated by Resolution No. PC-052626-26, adopted May 26, 2026, has adopted a tax incentive policy for the Northern Industrial CRA (the "NICRA Policy") outlining the incentives available to projects undertaken within the Northern Industrial CRA, as further described in Exhibit B attached hereto, incorporated by reference; and

WHEREAS, NP Rickenbacker BP, LLC (the "Developer") submitted to the County a CRA agreement application (the "Agreement Application") and has represented to the County that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and is therefore eligible for certain exemptions under the CRA Act and the NICRA Policy; and

WHEREAS, pursuant to this Resolution and the CRA Act, the County and the Developer desire to execute a Community Reinvestment Area Agreement (the "CRA Agreement") substantially in the form attached hereto as Exhibit A, incorporated herein by reference, in connection with the development of a +/- 125 acre site and the Developer intends to construct, or have constructed, a series of commercial and industrial facilities and related site improvements (the "Project," as further described in the CRA Agreement) on certain land that will be owned by the Developer as of the effective date of the CRA Agreement in the County (the "Project Site"), which Project Site is described in the CRA Agreement; and

WHEREAS, the CRA Agreement will provide up to a fifteen (15) year real property tax exemption for one hundred percent (100%) of the assessed value of new structures constructed at the Project Site; and

WHEREAS, the Project Site is located in the Teays Valley Local School District (the "School District") and the County has delivered notice of the proposed approval of this Agreement to the Board of Education of the School District under Ohio Revised Code Sections 3735.671 and 5709.83, and has been given a copy of the Application and the CRA Agreement; and

WHEREAS, the Project Site is also located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and the County has delivered notice of the proposed approval of this Agreement to the Board of Education of the JVSD under Ohio Revised Code Sections 3735.671 and 5709.83, and has been given a copy of the Application and the CRA Agreement; and

WHEREAS, the County, the Developer and the School District intend to enter into a certain compensation agreement (the "School District Compensation Agreement") to provide for payments in lieu of taxes to the School District in order to compensate the School District for a portion of the taxes the School District otherwise would have received but for this Board's authorization of this Resolution and the execution of the CRA Agreement in substantially the form attached to this Resolution as Exhibit C, incorporated herein by reference; and

WHEREAS, the County, the Developer and the JVSD intend to enter into a certain compensation agreement (the "JVSD Compensation Agreement") to provide for payments in lieu of taxes to the JVSD in order to compensate the JVSD for a portion of the taxes the JVSD otherwise would have received but for this Board's authorization of this Resolution and the execution of the CRA Agreement, in substantially the form attached to this Resolution as Exhibit D, incorporated herein by reference; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District, by its Resolution adopted on July 27, 2026, has (i) approved the terms of the CRA Agreement, including the up to one hundred percent (100%) real property tax exemption for up to fifteen (15) years for new construction, (ii) approved the terms of, and authorized the execution of, the School District Compensation Agreement, and (iii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Board of Education of the JVSD, by its Resolution No. 073C-26 adopted on August 19, 2026, has (i) approved the terms of, and authorized execution of, the JVSD Compensation Agreement, and (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Developer and the County desire to execute the CRA Agreement to provide for the successful development of the Project Site, which development will create and preserve employment opportunities in the County and will benefit the citizens of the County.

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

Section 1. This Board hereby:

- Approves the CRA Agreement between the County and the Developer, substantially in the form attached to this Resolution as Exhibit A.
- Approves the School District Compensation Agreement between the County, the Developer, and the School District, substantially in the form attached to this Resolution as Exhibit C.

- Approves the JVSD Compensation Agreement between the County, the Developer and the JVSD, substantially in the form attached to this Resolution as Exhibit D.
- Authorizes the Board of Commissioners to execute the CRA Agreement, the School District Compensation Agreement, and the JVSD Compensation Agreement with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County as determined by the Commissioners executing such agreements on behalf of the County, all of which shall be evidenced conclusively by the execution of such agreements by the Board of Commissioners.

Section 2. The Clerk of this Board of Commissioners is hereby directed to deliver a copy of the CRA Agreement to the Director of the Ohio Department of Development by March 31, 2027 in accordance with R.C. Section 3735.672.

Section 3. 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 4. This Resolution shall be effective from and after the earliest period provided by law.

EXHIBIT A TO COUNTY RESOLUTION

FORM OF CRA AGREEMENT

[See Attached]

EXHIBIT B TO COUNTY RESOLUTION

NICRA TAX INCENTIVE POLICY

[See Attached]

EXHIBIT C TO COUNTY RESOLUTION

FORM OF SCHOOL DISTRICT COMPENSATION AGREEMENT

[See Attached]

EXHIBIT D TO COUNTY RESOLUTION

FORM OF JVSD COMPENSATION AGREEMENT

[See Attached]

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

Attest: ______________________________

Brandy Stewart, Clerk

TUESDAY, AUGUST 25, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Pickaway County Northern Industrial Area
Community Reinvestment Area Agreement:

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

Resolution No:PC-082526-58

PICKAWAY COUNTY
NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of this ___ day of__________, 2026 (the "Execution Date") by and between the COUNTY OF PICKAWAY, OHIO (the "County"), a county and political subdivision in and of the State of Ohio (the "State") and duly organized and validly existing under the constitution and laws of the State, on the one hand, and NP RICKENBACKER BP, LLC, a Delaware limited liability company, or its assigns ("Developer"), on the other hand.

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-II" attached hereto, comprised of the approximately 7,250 acres of land it 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 Ohio Revised Code; and

WHEREAS, the County by Resolution No. PC-070523-73, adopted on July 5, 2023, and as updated by Resolution No. PC-052626-26, adopted May 26, 2026 has adopted a tax incentive policy for the Northern Industrial CRA (the "NICRA Policy") outlining the available incentives available to projects undertaken within the Northern Industrial CRA, as further described in "Exhibit B" attached hereto, incorporated by reference; and

WHEREAS, as of the Effective Date (defined herein) Developer is the owner of the parcels of land within the Northern Industrial CRA, all of which consists of the approximately 125 +/- acres of land located within the Northern Industrial CRA and depicted on "Exhibit A-I" attached hereto (the "Project Site"); and

WHEREAS, Developer will construct, or have constructed, on the Project Site a series of commercial and industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Developer may convey or lease parcels of land constituting portions of the Project Site (each a "Parcel") to one or more future owners or lessees (each an "Owner") for the construction, ownership and leasing of the Buildings to be constructed thereon; and

WHEREAS, the Director of Development of the State of Ohio has determined that the Northern Industrial CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a "Community Reinvestment Area" pursuant to Section 3735.66 of the Ohio Revised Code, and 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, Developer has submitted to the County a proposed agreement application (the "Agreement Application"); and

WHEREAS, the Housing Officer under Section 3735.67 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that Developer 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 has been petitioned by the Developer to be included in the Madison Township Joint Economic Development District (the "JEDD"), and Developer and the JEDD have entered into or intend to enter into a reimbursement agreement (the "Reimbursement Agreement"); and

WHEREAS, the Project Site is also located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and the County has delivered notice of the proposed approval of this Agreement to the Board of Education of the JVSD under Ohio Revised Code Sections 3735.671 and 5709.83, and has been given a copy of the Application and the CRA Agreement; and

WHEREAS, the County, the Developer and the School District intend to enter into a certain compensation agreement (the "School District Compensation Agreement") to provide for payments in lieu of taxes to the School District in order to compensate the School District for a portion of the taxes the School District otherwise would have received but for the County's approval and execution of this Agreement; and

WHEREAS, the County, the Developer and the JVSD intend to enter into a certain compensation agreement (the "JVSD Compensation Agreement") to provide for payments in lieu of taxes to the JVSD in order to compensate the JVSD for a portion of the taxes the JVSD otherwise would have received but for the County's approval and execution of this Agreement; and

WHEREAS, the JVSD, pursuant to Resolution No. 073C-26, adopted on August 19, 2026, has (i) approved the terms of, and authorized execution of, the JVSD Compensation Agreement, and (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. PC-082526-[__], adopted August 25, 2026, has approved the terms of this Agreement and authorized its execution on behalf of the County.

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 hereto agree to the foregoing and as follows:

Section 1. Good Faith Estimates of Project Costs. The Developer is planning to construct two industrial buildings providing for as follows:

1. Building 1 ("Building 1"), will consist of an industrial building of approximately 1,076,000 square feet and a total investment of $62,286,192.

2. Building 2 ("Building 2") will consist of an industrial building of approximately 474,000 square feet and a total investment of $32,925,949.

The commencement of construction of the Project is scheduled to begin in 2026, but in any event Project completion is expected to occur by December 31, 2040. The assumptions and estimates provided in this Section 1 are good faith estimates provided by Developer pursuant to Section 3735.671(B) of the Ohio Revised Code. 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. The parties contemplate that more defined construction costs will be set forth in each Partial Assignment and Assumption with respect to each Building as specific Owners are identified and development occurs. As of the Effective Date, Developer does not have machinery, equipment, furniture, fixtures or inventory at the Project. No machinery, equipment, furniture, fixtures or inventory of Developer is held at another location in the State to be relocated to the Project.

Section 2. Good Faith Estimates of Project Job Creation. The developer estimates that jobs will be created as outlined below:

1. For Building 1 only, the Developer currently estimates in calendar year 2029 and thereafter, 269 full-time equivalent employees, with at least $13,450,000 in annual payroll located at Building 1.

2. For Building 2 only, the Developer currently estimates in calendar year 2030, and thereafter, 119 full-time equivalent employees, with at least $5,925,000 in annual payroll located at Building 2.

As of the Effective Date (defined herein), Developer has zero (0) full-time equivalent permanent employees at the Project. Therefore, the Developer is not expected to retain any employee positions due to the construction of the Project. The estimates provided in this Section 2 are good faith estimates pursuant to

Section 3735.671(B) of the Ohio Revised Code, except as defined in Section 8 herein. In the event that Developer conveys or leases a Parcel to an Owner which will be used for a purpose that is not eligible for a CRA Exemption, or with respect to which such Owner will not seek a CRA Exemption under this Agreement, the total estimated job creation for the Project and the total estimated new payroll for the Project in this Section 2 shall be proportionately reduced based on the number of acres in the Parcel that will not be subject to a CRA Exemption bears to the total acreage comprised of such Parcel and the remaining acreage at the Project Site that is subject to a CRA Exemption or remains eligible for a CRA Exemption under this Agreement. For example, if Developer conveys or leases a Parcel of 50 acres to an Owner which will be used for a purpose that is not eligible for a CRA Exemption, or with respect to which such Owner will not seek a CRA Exemption under this Agreement, and 75 acres of the Project Site remain subject to a CRA Exemption or eligible for a CRA Exemption under this Agreement, the total estimated job creation for the Project and the total estimated new payroll for the Project will be reduced by forty (40) percent, but the minimum per square foot job creation requirement and minimum annual salary per job requirement for a Building subject to a CRA Exemption set forth below will remain the same.

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 Owners or their respective lessees or operators, in any case not by Developer (unless Developer becomes an Owner of a Building). The parties contemplate that more defined employment and payroll estimates will be set forth in the Assumption Agreement (as such term is defined below) with respect to a Building as a specific Owner is identified and development of that Building occurs. A Building's proportional contribution to the jobs and payroll for the Project as estimated in the preceding paragraph (and subject to adjustment in accordance with the terms thereof) shall be outlined in the Assumption Agreement, executed between an Owner, Developer, and the County. Each Owner that executes an Assumption Agreement with respect to a Building will share proportionally in the total job creation estimates established in the preceding paragraph and, notwithstanding anything herein to the contrary, that Owner will be responsible for the creation of at least 1 job per 5,000 square feet of space at an annual salary per job of at least $50,000 within three years of receiving the certificate of occupancy for that Building. For example, if the Owner or Developer constructs a 100,000 square foot Building, the Owner would be responsible for the creation of at least 20 jobs with $1,000,000 in payroll within three years of receiving the certificate of occupancy for the Building.

Section 3. Obligations for Tax Incentive Council. Each Owner shall provide or cause to be provided to the applicable tax incentive review council ("TIRC") any information reasonably necessary for the applicable TIRC to make the determinations required under Section 5709.85 of the Ohio Revised Code and to evaluate such Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02, 5711.13 and 5727.08 of the Ohio Revised Code if requested by the applicable TIRC. Upon the request of the applicable TIRC each Owner shall provide the applicable TIRC any information reasonably necessary to perform its review with the nondiscriminatory hiring policies developed by the County under Section 5709.832 of the Revised Code.

Per Section 5709.85 of the Ohio Revised Code, annually the TIRC shall review the terms of this Agreement and any Assumption Agreements granting CRA Exemptions under Section 3735.671 of the Revised Code, and shall review any performance or audit reports required to be submitted pursuant to this Agreement or any Assumption Agreement. On the basis of such review, the TIRC shall submit to the County a written recommendation for continuation, modification, or cancellation of such Agreement or Assumption Agreement and, if applicable, the repayment of any already-received CRA Exemption benefits. In making its written recommendation, the TIRC may take into consideration (a) whether an Event of Default (as such term is defined below) has occurred and not been cured, (b) if a CRA Exemption is otherwise subject to modification or cancellation pursuant to Section 8 herein, (c) any fluctuations in the business cycle unique to the Owner's business, (d) the effect of local and regional market conditions on the Owner, and (e) whether the Owner or parties that have assumed the obligations of the Owner have, collectively, satisfied the job creation and other obligations contained in this Agreement. The County shall hold a meeting within sixty days of receipt of the annual written recommendations to vote to accept, reject, or modify all or any portion of the recommendations. In voting on whether to accept, reject, or modify all or any portion of the TIRC's recommendations, the County may take into consideration those factors outlined in (a) through (e) of this paragraph. Notwithstanding any of the foregoing, the County agrees that the remedies outlined in the last paragraph of Section 8(C) and in Section 8(D) of this Agreement shall not be available unless the County receives a written recommendation from the TIRC for modification or cancellation of this Agreement or any Assumption Agreement for two (2) consecutive years as to a particular Building.

Section 4. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, and the NICRA Policy, the County hereby grants to the Owner of each Building constructed on the Project Site within the Northern Industrial CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years for Manufacturing uses (as such term is defined below) (each exemption for each Building a " Maximum CRA Exemption").

For purposes of this Agreement, "Manufacturing" is defined as: any process in which materials are changed, converted, or transformed into a different state or form from which they previously existed and includes refining materials, assembling parts, and preparing raw materials and parts by mixing, measuring, blending, or otherwise committing such materials or parts to the manufacturing process.

Notwithstanding anything in the foregoing to the contrary, unless otherwise approved by the County, no Owner of a Parcel of the Project Site shall be entitled to a Maximum CRA Exemption hereunder for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated substantially as a product storage and shipping facility for the storage or distribution of goods (a "Distribution Center"). A Building is "operated substantially" as a Distribution Center, if 25% or more of the final square footage, as certified in the Owner's Certificate of Occupancy, of any Building is dedicated to use as a Distribution Center. Developer or any other Owner of a Parcel of the Project Site may construct a Distribution Center on any Parcel of the Project Site, and such Distribution Center shall be entitled to a CRA Exemption of one hundred percent (100%) for years one through ten (1-10) and fifty percent (50%) for years eleven through fifteen (11-15), without further approval of the County (the "Reduced CRA Exemption" and together with the Maximum CRA Exemption as to such applicable Buildings as the case may be, the "CRA Exemption"), notwithstanding that, Developer has been unable to attract a manufacturing end user to any other Parcel of the Project Site.

The exemptions authorized by this Agreement commence on the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after tax year 2040 (tax payment year 2041) nor extend beyond tax year 2054 (i.e., tax payment year 2055). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for CRA Exemption hereunder.

As a condition to the grant of the CRA Exemption, each Building for which an Owner wishes to file a real property tax exemption application shall use its best efforts to utilize the Pickaway County Port Authority for the exemption of sales tax on construction materials for each Building constructed. The Pickaway County Port Authority may charge a fee for each development that uses the exemption program not to exceed 25% of the sales tax avoided due to the exemption. If the Owner does not wish to use the Pickaway County Port Authority for the exemption of sales tax on construction materials, it shall make a one-time payment ("Port Authority Payment") to the Pickaway County Port Authority in an amount equal to 25% of the sales tax that would have been avoided due to the exemption. Any Port Authority Payment payable to the Pickaway County Port Authority will be due thirty (30) days after the receipt of the Owner's Certificate of Occupancy for the Building.

Section 5. Obligation of Owner. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempt 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, the exemption from taxation granted under this Agreement with respect to such Building is 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 (30) days after written notice thereof is received by the Owner of the Building.

Section 6. Obligations of County. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption 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 that exemption.

Section 7. Continuation of CRA. If for any reason the County revokes its designation of the Northern Industrial CRA containing the Project Site, or the Director of the Ohio Department of Development revokes certification of the Northern Industrial CRA containing the Project Site, 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 the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of CRA Exemption under this Section 7 shall have no effect on the CRA Exemption granted under this Agreement for any other Building in the Project. The County agrees that it will not amend or revoke the Northern Industrial CRA designation for this Project or modify the incentives available under that designation for this Project prior to January 1, 2040 without the prior written consent of Developer except as set forth in Section 8.

Section 8. Events of Default and Remedies.

A. Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) Developer, any Owner or the County fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, Developer, any Owner or the County may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

(ii) Developer, any Owner or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

(iii) Developer or any Owner files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

(iv) Developer or any Owner makes a general assignment for the benefit of creditors;

(v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with Developer or any Owner as debtor; or;

(vi) Developer or any Owner files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors;

(vii) Developer or any Owner fails to perform or observe any material obligation under the Compensation Agreement.

As used in this Section, "Force Majeure" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by a Developer, any Owner, the County or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations.

B. General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event, the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

C. Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, and (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. Notwithstanding the above, the parties hereto acknowledge Developer, or its affiliate, is under contract to purchase the Project Site. Developer's failure to conclude the purchase of the Project Site for any reason shall not be considered a default. And, in such case, this Agreement shall be null and void and neither party shall have any further obligation to the other.

If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, other than with respect to the total investment associated with the Project, and the TIRC has made a recommendation to the County to modify or cancel any of the CRA Exemptions granted by this Agreement under the authority of Section 5709.85 of the Ohio Revised Code or pursuant to Section 3 hereof, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may modify or cancel the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such default or has made such fraudulent certification, from the date of the Event of Default or fraudulent certification.

D. Additional Remedies for Cessation of Operation or Failure to Achieve Job Creation and Payroll Estimates. Subject to the terms of Section 3 of this Agreement, in addition to any other remedy, if any Owner or operator of a Building ceases operations at a Building with a CRA Exemption for a period of two or more consecutive years, and does not otherwise assign such Owner or operator's obligations pursuant an Assumption Agreement (defined in Section 15 herein) (a "Cessation"), the County may thereafter cancel the Exemption as to such Building and require the repayment of the amount of taxes that would have been payable with respect to such Building on the Project Site had such Building not been exempt from taxation under this Agreement, from the date of the Cessation; provided, however, that the County shall not cancel or require repayment with respect to any temporary cessation of operations at any Building within the Project Site during a period, not to exceed two consecutive years from the date of Cessation, while an Owner or operator of a Building is proceeding with due diligence (i) in the retooling of a substantial portion of the Building to accommodate manufacturing uses, or (ii) securing subsequent Owners, operators, or tenants to continue operations at the Building pursuant to an Assumption Agreement. The Owner or Operator shall provide the County with written updates on its efforts to continue or restart operations no less than quarterly until the temporary cessation of operations has ended.

Developer and any Owner agree that the job creation and payroll estimates outlined in Section 2 herein are estimates in good faith, the substantial completion of which is a material obligation of each Owner of a Building within the Project Site. Developer and any Owner agree that the Project Site shall be capable of producing no less than 259 jobs and total payroll of $12,916,667 (i.e., two-thirds of Developer's good faith estimate for jobs and payroll). Developer agrees on behalf of any Owner, that if, by December 31, 2040, (i) the total number of jobs at the Project Site is less than 259, (ii) the total payroll is less than $12,916,667, or (iii) the remaining acreage of the Project Site, when aggregated with the development of Buildings already developed or in the process of development, would not be reasonably likely to achieve at least 259 jobs and $12,916,667 in payroll based on the 1 job per 5,000 square feet and $50,000 per job annual payroll metrics outlined in Section 2, as reasonably determined by the County, the County shall reduce the CRA Exemption percentage available to any Building constructed after December 31, 2040 on any Parcel or portions of any Parcel within the remaining Project Site not then subject to an executed Assumption Agreement with an Owner unrelated or unaffiliated with Developer. The County shall reduce the CRA Exemptions available for such future Buildings as it may determine in its sole discretion. In the event that Developer conveys or leases a Parcel to an Owner which will be used for a purpose that is not eligible for a CRA Exemption, or with respect to which such Owner will not seek a CRA Exemption under this Agreement, the 259-job and $12,916,667 payroll targets in this Section 8(D) shall be proportionately reduced based on the number of acres in the Parcel that will not be subject to a CRA Exemption bears to the total acreage comprised of such Parcel and the remaining acreage at the Project Site that is subject to a CRA Exemption or remains eligible for a CRA Exemption under this Agreement.

As provided in Section 2 hereof, each Building's proportional contribution to the total amount of jobs and payroll for the Project Site shall be evidenced in the Assumption Agreement attributable to that Building. Subject to the terms of Section 3 of this Agreement, if, after three years following receipt of the (i) certificate of occupancy for that Building, and (ii) the execution of an Assumption Agreement, the total number of jobs and payroll created by that Building are less than two-thirds of the Owner's good faith estimates in effect at such time, the County shall request that the TIRC recommend that the County modify the active CRA Exemption applicable to that Building to proportionally reduce the CRA Exemption as to such Building and may require repayment of the proportionate amount of taxes that would have been payable with respect to that Building on the Project Site as if such Building had not been exempt from taxation under this Agreement.

If the TIRC recommends, and the County votes to require, the repayment of any already-received CRA Exemption benefits, Developer, or pursuant to an Assumption Agreement, such Owner, shall be required to repay the amount of such already-received CRA Exemption benefits that are to be repaid in ten (10) equal annual installments each of which shall be paid on or before June 30 of each year, commencing as of June 30 of the year following the determination by the County to require repayment of such benefits. The amount of any already-received CRA Exemption benefits to be repaid shall be reduced by the amounts paid to the School District and the JVSD pursuant to the Compensation Agreement, as evidenced by the reports of Developer, or such Owner, as applicable, the School District, and the JVSD to the TIRC. The County may secure repayment of the amount of such already-received CRA Exemption benefits that are to be repaid by a lien on the Parcel and Building in the amount required to be repaid. Such lien may attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. In the event that (A) a mortgage lien is unable to be perfected or enforced against the applicable real property, or (B) Developer or such Owner, as applicable fails to pay any such installment within thirty (30) days after the due date thereof, the County may either enforce its mortgage lien or, in lieu thereof, may (i) accelerate payment of all of the unpaid installments by giving notice thereof to Developer, or such Owner, as applicable, and, if not already done in accordance with the terms of this Agreement, direct the County Auditor to strike the Parcel from the exempt list in accordance with Section 5713.08 of the Ohio Revised Code, and (ii) direct the County Auditor to certify, as an additional charge on the property, the amount of the unpaid installments to the County Treasurer as delinquent taxes and the County Treasurer shall collect such amount in the manner prescribed by law for the collection of delinquent taxes.

E. Any termination or modification of a CRA Exemption as provided in this Section 8 shall have no effect on CRA Exemptions granted under this Agreement with respect to the Parcels of the Owners that are not the defaulting Owner or Developer.

Section 9. Tax Certification. Developer hereby certifies for itself that at the time this Agreement is executed, that it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Developer is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. 101, et seq., or such a petition has been filed against Developer. 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 Ohio Revised Code governing payment of those taxes.

Section 10. Delinquent Tax, Fees and Environmental Certification. Developer affirmatively covenants that it does not owe: (1) any delinquent taxes to the State 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 or not the amounts owed are being contested in a court of law.

Section 11. Legislative Approval Required; Effective Date. Developer 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 be executed as of the Execution Date. Additionally, this Agreement shall not take effect until the date that Developer provides the County with written notice that Developer owns each Parcel within the Project Site (the "Effective Date") along with the associated land records identifying Developer's ownership. The County was provided written notice by Developer on __________, 20__that Developer owns the entirety of the Parcels within the Project Site and ____________, 20__ is the Effective Date of this Agreement.

Section 12. Non-Discrimination. The County has developed a policy to ensure recipients of Northern Industrial CRA tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, Developer is committing Developer and each Owner to following non-discriminating hiring practices with respect to its ownership and operation of its Buildings and acknowledges that no individual may be denied employment solely on the basis of age, color, disability, genetic information, military status, veterans' status, national origin/ancestry, race, religion, sex or sexual orientation.

Section 13. Agreement Revocation. The exemption 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 (C) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (C) 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 CRA Exemption under Section 8 or this Section 13 shall have no effect on the CRA Exemption granted under this Agreement for any other Building in the Project.

Section 14. Affirmative Covenants. Developer 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 Northern Industrial CRA incentives for the Project. If any representative of Developer has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, Developer shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. 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 Section 2921.13(D) of the Ohio Revised Code, which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Section 15. Assignment. This Agreement and the benefits and obligations hereof are not assignable without the approval of the legislative authority of the County; provided, however, that the County agrees not to withhold its approval of any other assignment of the benefits and obligations by Developer or any Owner to another Owner so long as such assignee files with the County an assumption agreement substantially in the form attached hereto as "Exhibit C" (each an "Assumption Agreement"), wherein such assignee (the "Assignee"), inter alia, (a) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (b) certifies to the validity of the representations, warranties and covenants contained herein as to the Assignee. Within fifteen (15) days following receipt by the County of such Assumption Agreement, the County shall acknowledge and consent to the execution of the Assumption Agreement and return the executed Assumption Agreement to or at the direction of the Assignee. For each Assumption Agreement filed with the County, a $1,000 assignment fee shall be due to the County within 30 days after the complete execution of that Assumption Agreement.

Section 16. Tax Increment Financing Agreement. The County and Developer also agree that the County will approve and create a 100% 30-year non-school tax increment financing (TIF) pursuant to Sections 5709.77 et seq. of the Revised Code on the Project Site in the Northern Industrial CRA. The parties acknowledge that there will be no TIF service payments as to the assessed value of any Building during the term of the exemptions authorized under this Agreement, as the assessed value of each Building is subject to a CRA Exemption under Section 4 of this Agreement for the entire 15-year period. All service payments received from the increase in the assessed value of each Parcel of the Project Site under the TIF will be paid by the County to Developer or an Owner to pay or reimburse costs of public infrastructure improvements for the Project as provided in the resolution of the Board of County Commissioners establishing that TIF and/or pursuant to the parties' Tax Increment Financing Agreement.

Section 17. Local Fees and Dues.

A. Developer shall pay to the County's economic development agent Pickaway Progress Partnership ("P3") a fee equal to $2,500 per acre of the total acreage of the Project that is converted from current agricultural use necessary to develop the Project Site (the "Conversion Fee") as allocated according to the expected per Building footprint proportionally to the expected Building square footage configuration for all expected Buildings within the Project Site. The Conversion Fee shall be deposited by P3 into P3's Agriculture Fund at the Pickaway County Community Foundation and used to benefit the agricultural industry within the County. The allocated Conversion fee shall be due for a Building when the Building receives an occupancy certificate. For example, if "Building 1" contains 20% of the total square footage for all expected Buildings within the Project Site, the Developer shall pay 20% of the Conversion Fee, which shall be due upon receipt of the occupancy certificate for Building 1. The Developer and County will work in good faith to calculate the total Conversion Fee due, and the County shall invoice the Conversion Fee prior to the issuance of a certificate of occupancy for such Building. In the event that the Developer provides written notice to the County that the expected Building configuration or footprint is reduced, the total amount of Conversion Fee shall not be proportionally reduced, and the County may require an acceleration of any remaining outstanding amounts of the Conversion Fee from the Developer within 30 days of the County's receipt of such notice. Payment of the entire Conversion Fee by the Developer is a material obligation of this Agreement.

B. For each tax year for which an exemption is provided to any Building pursuant to this Agreement, each Owner shall pay to the County an annual fee equal to $2,500 payable by March 1 of the tax payment year that is attributable to the tax year of the exemption for such Building (e.g., if an exemption is provided for tax year 2026, the payment will be due by March 1, 2027).

C. Additionally, for each tax year for which an exemption is provided to any Building pursuant to this Agreement, each Owner shall pay to P3, or another economic development agency as designated in writing by the Pickaway County Board of Commissioners, an annual fee equal to $5,000 payable by March 1 of the tax payment year that is attributable to the tax year of the exemption for such Building (e.g., if an exemption is provided for tax year 2026, the payment will be due by March 1, 2027).

Section 18. Legal Fees. Developer shall pay to the County's legal counsel, Bricker Graydon Wyatt LLP, its fees and expenses for costs of preparing all documentation associated with this Agreement, up to $15,000, and the TIF Agreement. The payment shall be due within five (5) business days after complete execution and delivery of this Agreement. Each Owner shall pay to the County's legal counsel, Bricker Graydon Wyatt LLP, its fees and expenses for costs of preparing all documentation associated with any Assumption Agreement. The payment shall be due within five (5) business days after complete execution and delivery of such Assumption Agreement.

Section 19. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

If to Developer:	NP RICKENBACKER BP, LLC 3315 N Oak Trafficway Kansas City, MO 64116 Attn: Brent Miles
With a Copy To:	Montrose Law Firm, LLC 100 E Broad St., Suite 2320 Columbus, OH 43215 Attn: David J. Robinson
To the County:	Pickaway County Planning & Development 139 W. Franklin St. Circleville, OH 43113 Attn: Tim McGinnis, Director
With a Copy To:	J. Caleb Bell, Esq. Bricker Graydon LLP 100 S. Third St. Columbus, OH 43215
And, With a Copy To:	Pickaway Progress Partnership 1360 Lancaster Pike Suite 111 Circleville, Ohio 43113 Attn: Brian Hill, Economic Development Director

Section 20. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such

determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

Section 21. Estoppel Certificate. Within thirty (30) days after a request from Developer or any Owner, the County will execute and deliver to Developer or the applicable Owner or any proposed purchaser, mortgagee or lessee of that Parcel or Building, a certificate stating that, with respect to that Parcel or Building, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Developer or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if that Developer or Owner is in default, specifying same; and (iii) such other matters as that Developer or Owner reasonably requests.

Section 22. Assignment of Compensation Agreement. The Compensation Agreements, related to the CRA Exemptions granted by this Agreement, between Developer and Teays Valley Local School District, and Developer and Eastland-Fairfield Career and Technical Schools shall not be amended or assigned except as provided therein.

Section 23. Applicable Law. This Agreement and all related documents are governed by, and to be construed in accordance with, the laws of the State of Ohio, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. To the extent permitted by the laws of the State of Ohio, this Agreement and all related documents shall be construed in accordance with law and any applicable regulations in effect as of the Effective Date.

Section 24. Mandatory Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Southern District of Ohio or, if such court does not have subject matter jurisdiction, the courts of the State of Ohio sitting in Pickaway County and any appellate court from any of them. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Southern District of Ohio or, if such court does not have subject matter jurisdiction, any court of the State of Ohio with competent jurisdiction sitting in or with jurisdiction over Pickaway County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 25. Cross Default. This Agreement is being considered alongside several other agreements between the County and the Developer, as well as between the Developer and the School District and the County and the JEDD, including the School District Compensation Agreement, the JVSD Compensation Agreement, the Reimbursement Agreement, and the TIF Agreement (the "NPD Agreements"). Additionally, a material breach of any of the NPD Agreements shall be considered a default under this Agreement.

EXHIBIT A-I

The Project Site is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010001300, F1600010001301, F1600010001201, F1600010001205
F1600010001204 as the same may be split, combined, recombined, or renumbered, from time-to-time. A depiction of the Project Site plan is attached below.

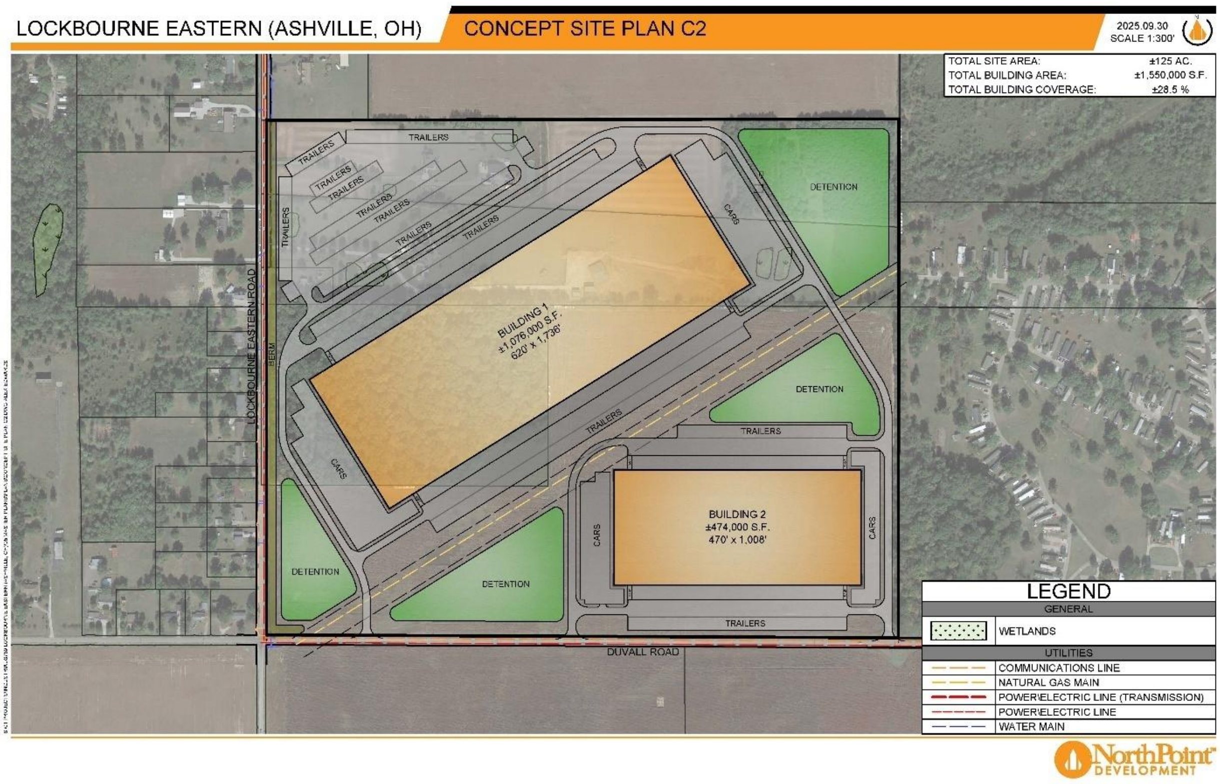


EXHIBIT A-II TO CRA AGREEMENT DEPICTION OF NORTHERN INDUSTRIAL CRA

EXHIBIT A

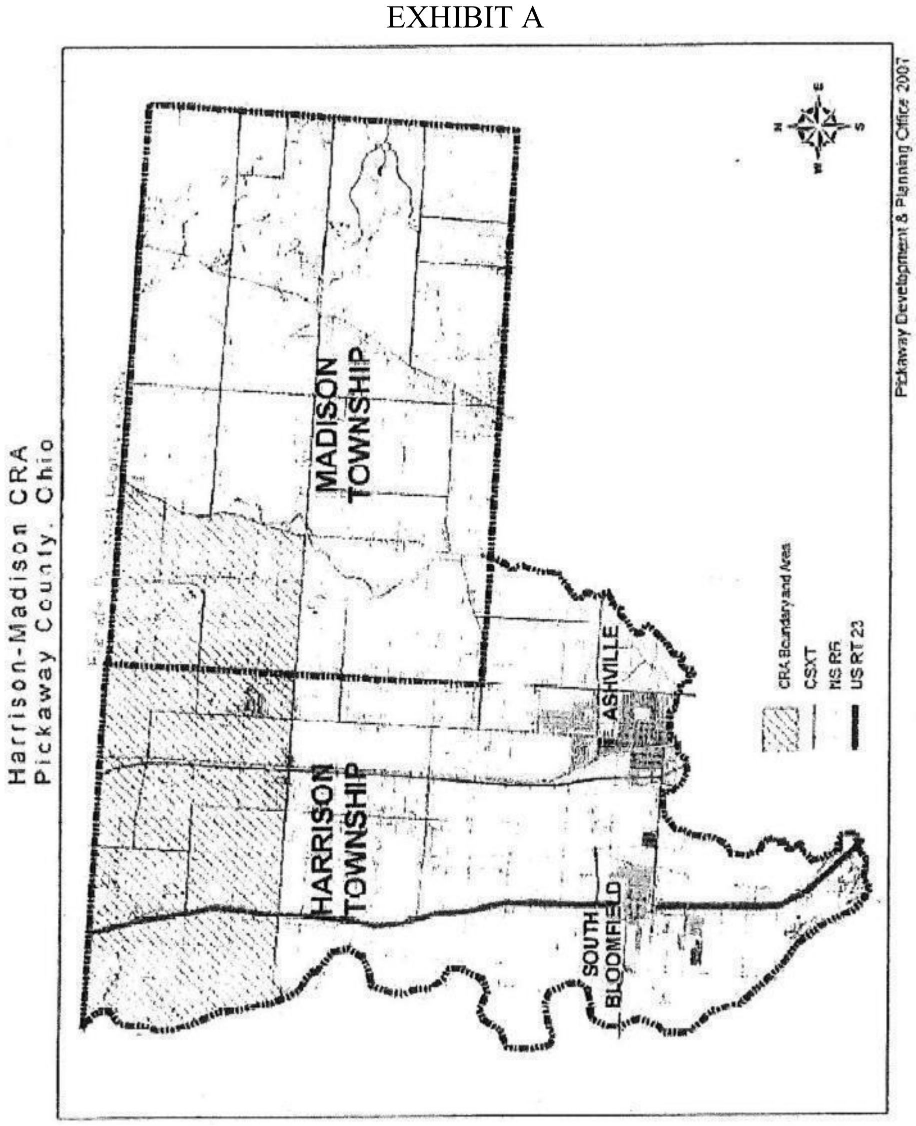


EXHIBIT B

NICRA INCENTIVE POLICY

[See Attached]

EXHIBIT C
FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between ________________________, a ___________ [limited liability company][corporation] ("Assignee"), _____________________, a _______ [limited liability company][corporation] ("Assignor"), and Pickaway County, Ohio (the "County"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Act Agreement (as hereinafter defined).

WITNESSETH THAT:

WHEREAS, [Assignor or, if different, Developer] and the County have entered into that certain Northern Industrial Area Community Reinvestment Act Agreement dated _______, 2026 (as amended from time to time, the "Community Reinvestment Act Agreement") relating to CRA Exemptions that may be granted by the County with respect to Buildings to be constructed on approximately 125 +/- acres of land located within Madison Township, Ohio (the "Project Site"); and

WHEREAS, Assignor has entered a purchase agreement with Assignee whereby Assignee will acquire from Assignor a Parcel of the Exempted Property (that Parcel being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto) on which [a Building subject to a CRA Exemption is currently located][Assignee will construct a Building that is eligible for CRA Exemption]; and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County has, by Resolution No. _______ passed _______, approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement and the execution and delivery of this Agreement; and

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

1. From and after the date of execution of this Agreement, Assignee 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 Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties, and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Transferred Property, other than as set forth below. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the Community Reinvestment Act Agreement as they relate to the Transferred Property.

2. Assignee currently estimates there will be created at the Transferred Property by the year [20__] approximately _______ full-time equivalent permanent employees, with a total new payroll of approximately $__________ upon full build-out of the Building on the Transferred Property. Such estimates evidence the Building's proportional contribution to the estimated jobs and payroll for the Project as set forth in Section 2 of the Community Reinvestment Act Agreement, provided that such number of jobs and payroll may be proportionally reduced as provided in Section 2 thereof. Notwithstanding the foregoing, Assignee will be responsible for the creation of at least 1 job per 5,000 square feet of space at an annual salary per job of at least $50,000 within three years of receiving the certificate of occupancy for the Building. As of the date of this Agreement, Assignee has no full-time equivalent permanent employees at the Project. Therefore, no employee positions are expected to be retained by Developer due to construction of the Building or Buildings

on the Transferred Property. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671 (B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the CRA Exemption provided in the Community Reinvestment Act Agreement with respect to the Transferred Property, except as outlined in Section 8 of the Community Reinvestment Act Agreement.

3. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure has discontinued operations prior to the expiration of the term of that prior agreement and within the three (3) years immediately prior to the date of this Agreement, (ii) nor is Assignee 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 Revised Code Section 3735.671(C).

4. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (1)(1) and (3) and (J)(l) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that the Community Reinvestment Act Agreement provides for specific investments by Assignee in compensation for the award of economic development incentives for the Building on the Transferred Property. Assignee agrees to cooperate in the execution of any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

5. The County agrees that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to CRA Exemptions, and obligations, as both (a) an "Owner" under the Community Reinvestment Act Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the Community Reinvestment Act Agreement.

6. Notices to Assignee with respect to the Community Reinvestment Act Agreement shall be addressed as follows:

If to Assignee: [To be provided]

7. Upon execution of this Agreement, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

EXIBIT A

TRANSFERRED PROPERTY

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

Attest: ______________________________

Brandy Stewart, Clerk

In the Matter of
A Resolution Declaring the Improvement of Certain Parcels
The Unincorporated Township of Madison, County of Pickaway To
Be A Public Purpose and Exempt From Real Property Taxation For A
Specified Period; Designating Public Infrastructure Improvements That
Will Directly Benefit Such Parcels; Requiring The Owners of Such Parcels
To Make Annual Service Payments in The Owners of Such Parcels to Make
Annual Service Payments in Lieu of Taxes; Establishing The Northpoint
Redevelopment Tax Equivalent Fund; Authorizing The Execution of a Tax
Increment Financing Agreement; Authorizing The Execution of School

Compensation Agreements; And Authorizing Related Actions Pursuant To Ohio Revised Code Sections 5709.44 Through 5709.80:

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

Resolution No:PC-082526-59

A RESOLUTION DECLARING THE IMPROVEMENT OF CERTAIN PARCELS IN THE UNINCORPORATED TOWNSHIP OF MADISON, COUNTY OF PICKAWAY TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION FOR A SPECIFIED PERIOD; DESIGNATING PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT WILL DIRECTLY BENEFIT SUCH PARCELS; REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING THE NORTHPOINT REDEVELOPMENT TAX EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AUTHORIZING THE EXECUTION OF SCHOOL COMPENSATION AGREEMENTS; AND AUTHORIZING RELATED ACTIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.77 THROUGH 5709.80

WHEREAS, Ohio Revised Code ("R.C.") Sections 5709.77 through 5709.80 (the "TIF Statutes") provide that this Board may, under certain circumstances, declare "improvement" (as defined in the TIF Statutes) to parcels of real property located in the unincorporated Township of Madison, County of Pickaway (the "County") to be a public purpose and exempt from real property taxation, specify public infrastructure improvements that will directly benefit those parcels, provide for payments in lieu of taxes by the owners of those parcels, and establish a redevelopment tax equivalent fund; and

WHEREAS, the parcels of real property identified in Exhibit A, attached hereto and incorporated by reference herein (collectively, the "Property"), are located in the unincorporated territory of the County, with each parcel of real property within the Property referred to herein as a "Parcel" and collectively as the "Parcels" (whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, there are plans in place for NP Rickenbacker BP, LLC (the "Developer") to develop a portion of the Property by constructing, causing to be constructed, or have constructed, a series of commercial and industrial facilities and related site improvements (collectively, the "Project"); and

WHEREAS, pursuant to this Resolution, the Board desires for the Property to be subject to a thirty (30) year, one hundred percent (100%), exemption (the "TIF Exemption"), with the TIF Exemption for each Parcel commencing the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition or development of a Parcel) of at least $175,000 (i.e., an increase in true value of $500,000), or (ii) tax year 2041, and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes; and

WHEREAS, to assist the Developer with the completion of the Project, this Board desires to make or cause to be made the public infrastructure improvements in the County described in Exhibit B attached hereto and incorporated by reference herein (the "Public Infrastructure Improvements"), that once made would directly benefit the Property; and

WHEREAS, this Board has determined to provide for the execution and delivery of a tax increment financing agreement, substantially in the form attached to this Resolution as Exhibit C (the "TIF Agreement") between the County and the Developer for the reimbursement of the costs of certain Public Infrastructure Improvements expended by the Developer; and

WHEREAS, this Board has determined that it is necessary and appropriate and in the best interests of the County to provide for service payments in lieu of real property taxes ("Service Payments," as further defined below) with respect to the Parcels, pursuant to R.C. Section 5709.79; and

WHEREAS, under R.C. Section 5709.80, this Board has determined to establish a redevelopment tax equivalent fund for the deposit of such annual service payments in lieu of taxes, to be held in the custody of the County Auditor of Pickaway County, Ohio (the "County Auditor"), as fiscal officer of the County and this Board; and

WHEREAS, pursuant to the authority granted under R.C. Sections 5709.80 and 5709.82(B), this Board intends to cause the County Treasurer of Pickaway County, Ohio (the "County Treasurer") to pay a portion of the service payments in lieu of taxes to each of the Board of Education of the Teays Valley Local School District (the "School District") and the board of education of the Eastland-Fairfield Career & Technical Center (the "JVSD" and, together with the School District, the "School Districts") in an amount equal to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted; and

WHEREAS, to memorialize the terms of such compensation to the School District, the County has further determined to provide for the execution and delivery of a School District Compensation Agreement by and among the County, the Developer, and the School District, substantially in the form attached hereto as Exhibit D (the "School Compensation Agreement"); and

WHEREAS, to memorialize the terms of such compensation to the JVSD, the County has further determined to provide for the execution and delivery of a JVSD Compensation Agreement by and among the County, the Developer, and the JVSD, substantially in the form attached hereto as Exhibit E (the "JVSD Compensation Agreement"); and

WHEREAS, notice of this proposed Resolution has been delivered to the School District and the JVSD in accordance with R.C. Sections 5709.78 and 5709.83; and

WHEREAS, the School District adopted a Resolution (1) approving the CRA Agreement (defined below), (2) approving the School Compensation Agreement, and, pursuant to the terms of the School Compensation Agreement, approved the terms of this Resolution, and (3) waiving all notices otherwise required by the Ohio Revised Code in connection with the passage and implementation of this Resolution at its July 27, 2026 board meeting pursuant to R.C. Sections 5709.80 and 5709.82(B); and

WHEREAS, the JVSD adopted Resolution No. 073C-26 approving the JVSD Compensation Agreement and waiving all notices otherwise required by the Ohio Revised Code in connection with the passage and implementation of this Resolution at its August 19, 2026 board meeting pursuant to R.C. Sections 5709.80 and 5709.82(B); and

WHEREAS, this Board previously created a tax incentive review council ("TIRC"), and therefore the requirements of R.C. Section 5709.85(A), which requires the legislative authority of any county granting an exemption from taxation under R.C. Section 5709.78 to create a tax incentive review council, has been fully satisfied; and

WHEREAS, in connection with the Project, the County and the Developer have entered into a Community Reinvestment Area Agreement (the "CRA Agreement"), which provides for up to a one hundred percent (100%) real property tax abatement for each building or structure comprising part of the Project for which new construction, or subsequent remodeling of new construction is commenced for a period of fifteen (15) consecutive taxable years (the "CRA Exemption"); and

WHEREAS, the County and the Developer intend for the CRA Exemption(s) to take priority over the TIF Exemption(s).

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

Section 1. The Public Infrastructure Improvements described in Exhibit B hereto intended to be made or caused to be made by the County are hereby designated as public infrastructure improvements that, once made, will directly benefit the Property. The County shall construct, or cause to be constructed, the Public Infrastructure Improvements.

Section 2. Pursuant to and in accordance with the provisions of R.C. Section 5709.78, and, in particular, R.C. Section 5709.78(A), this Board hereby finds and determines that one hundred percent (100%) of the increase in the assessed value (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in R.C. Section 5709.77) of each Parcel (as it may be subdivided or combined in connection with the acquisition or development of a Parcel) after the effective date of this Resolution is hereby declared to be a public purpose and shall be exempt from taxation for a thirty (30) year period commencing with the earlier of the first day of (i) the tax year for which there is an Improvement with respect to a Parcel of at least $175,000 (i.e., an increase in true value of $500,000), or (ii) tax year 2041 (each a "Commencement Date"), and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. Under R.C. Section 5709.78(F), the exemption shall apply to the Improvement to each Parcel on a parcel-by-parcel basis. In no case shall any Improvement on any Parcel be exempted from taxation for longer than thirty (30) years. The exemption for each Improvement shall be subordinate to any exemption provided under the CRA Agreement, irrespective of who files the exemption application under R.C. 5709.911.

Section 3. As provided in R.C. Section 5709.79, the current and future owners (each an "Owner," and collectively, the "Owners") of each Parcel of the Property are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments shall be deposited in the NorthPoint Redevelopment Tax Equivalent Fund (the "TIF Fund") established in Section 4 hereof. This Board hereby authorizes the Board President and other appropriate officers of the County to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary and incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments. The Service Payments shall be allocated and deposited in accordance with Sections 5 and 6 of this Resolution.

No Owner shall, under any circumstances, be required for any tax year to both pay Service Payments with respect to an Improvement and reimburse local taxing authorities for the amount of real property taxes that would have been payable to local taxing authorities had the Improvement not been exempted from taxation pursuant to this Resolution.

Section 4. This Board hereby establishes, pursuant to, and in accordance with, the provisions of R.C. Section 5709.80, the TIF Fund, into which shall be deposited all of the Service Payments distributed to the County by or on behalf of the County Treasurer with respect to the Improvement of each Parcel of the Property, as provided in R.C. Section 5709.79. The TIF Fund shall be maintained in the custody of the County and the Service Payments deposited in the TIF Fund shall be used solely for the purposes authorized in the TIF Statutes and this Resolution.

The TIF Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which said TIF Fund shall be dissolved in accordance with R.C. Section 5709.80. Upon dissolution, any incidental surplus money remaining in the TIF Fund shall be transferred to the general fund of the County, as provided in R.C. Section 5709.80(D).

Section 5. At the same time and in the same manner as real property tax distributions, the County Treasurer shall distribute the Service Payments as follows:

FIRST, to each of the School Districts, the amount of Service Payments equal in amount to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted; and

SECOND, to the County Auditor for deposit in the TIF Fund.

The County shall cause the County Auditor to distribute Service Payments on deposit in the TIF Fund (i) first, to the County to pay or reimburse the costs of Public Infrastructure Improvements in accordance with this Resolution, the TIF Agreement and the TIF Statutes, and (ii) second, to the County for any lawful purpose.

Section 6. This Board hereby approves the TIF Agreement with the Developer and authorizes this Board to execute, deliver, and perform the TIF Agreement, substantially in the form now on file with this Board, and attached to this Resolution as Exhibit C, with such modifications to the form of the TIF Agreement as shall be approved by the Board, shall not be materially adverse to the County, and shall be consistent with this Resolution, all of which shall be conclusively evidenced by the signatures of a majority of the members of this Board on the TIF Agreement. This Board is further hereby authorized to execute and deliver any additional agreements or instruments as the Board shall deem necessary to carry out the purposes of this Resolution and the TIF Agreement, and the County is hereby authorized to perform its obligations under any of those agreements or instruments.

Section 7. To memorialize the payment of compensation to the School Districts described in Section 5 of this Resolution, this Board hereby approves the Compensation Agreements and authorizes the County to execute, deliver, and perform the Compensation Agreements. This Board is hereby authorized and directed, for and on behalf of the County, to execute and deliver the Compensation Agreements, substantially in the forms attached hereto as Exhibit D and Exhibit E, together with such modifications to the forms of the Compensation Agreements as shall be approved by legal counsel to the Board, shall not be materially adverse to the County, and shall be consistent with this Resolution, all of which shall be conclusively evidenced by the Board's signatures on the Compensation Agreements. This Board is further hereby authorized to execute and deliver any additional agreements or instruments as the Board shall deem necessary to carry out the purposes of this Resolution and the Compensation Agreements, and the County is hereby authorized to perform its obligations under any of those agreements or instruments.

Section 8. This Board further authorizes and directs the Board President, or any other appropriate County official as directed by the Board President, to: (i) make arrangements necessary and proper for the collection of Service Payments from Owners; (ii) make payment of the Service Payments to the County to be deposited into the TIF Fund; (iii) prepare and sign all agreements and instruments as may be necessary to implement this Resolution, including any applications for real property tax exemption and remission as provided in R.C. Section 5709.911; and (iv) take all other actions as may be appropriate to implement this Resolution.

Section 9. In accordance with R.C. 5709.832, this Board hereby determines that no employer located on the Parcels is to deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

Section 10. In accordance with R.C. Section 5709.85, the Pickaway County Tax Incentive Review Council (the "Council") shall review annually all exemptions from taxation resulting from this Resolution and any other matters as may properly come before the Council, all under R.C. Section 5709.85.

Section 11. Pursuant to R.C. Section 5709.78(H), the Clerk is hereby directed to deliver a copy of this Resolution to the Director of the Department of Development of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the TIF Exemption set forth herein remains in effect, the Director of Economic Development, or other authorized official of this County, shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under R.C. Section 5709.78(H).

Section 12. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board 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 13. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

EXHIBIT A TO TIF RESOLUTION

IDENTIFICATION OF THE PROPERTY

The Project Site is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010001300, F1600010001301, F1600010001201, F1600010001205, and F1600010001204, as the same may be split, combined, recombined, or renumbered, from time to time. A depiction of the Project Site plan is attached below.

EXHIBIT B TO TIF RESOLUTION

DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any "public infrastructure improvement" permitted under the TIF Statutes and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all the related costs of those permanent improvements, and including those specific Public Infrastructure Improvements identified in the TIF Agreement:

- **Roadways.** Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, and construction of publicly accessible roadways (whether publicly or privately owned) within or adjacent to the Parcels. Including the continued maintenance of those public roadways and highways.

- **Parking.** Construction, reconstruction, improving, and equipping of surface or structured public parking facilities, including surface and on-street parking facilities along the Roadways described above.

- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), waste treatment, water retention, water and fire protection systems, water distribution lines, and all appurtenances thereto. Including the continued maintenance of those water distribution lines, storm sewers, and sanitary sewers.

- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.

- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above and facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes. For purposes of this agreement, utilities include all infrastructure necessary to deliver gas to the Site as well as power substations, including those servicing only the Site.

- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater, wetland and flood remediation projects and facilities (including without limitation erosion control, storm drainage and earthwork), both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.

- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.

- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Parcels by one or more public or private entities necessary for redevelopment of the Parcels.

- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

The Public Infrastructure Improvements above specifically include the costs of financing the Public Infrastructure Improvements, including the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described above are hereby determined to be "public infrastructure improvements" as defined in Ohio Revised Code Section 5709.40(A)(8) and are intended to benefit the real property described in Exhibit A.

EXHIBIT C TO TIF RESOLUTION
TIF AGREEMENT
[See Attached]

EXHIBIT D TO TIF RESOLUTION
SCHOOL COMPENSATION AGREEMENT
[See Attached]

EXHIBIT E TO TIF RESOLUTION
JVSD COMPENSATION AGREEMENT
[See Attached]

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Tax Increment Financing Agreement:

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

Resolution No: PC-082526-60

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this "Agreement") is made and entered into as of _________, 2026 by and between the COUNTY OF PICKAWAY, OHIO (the "County"), a county duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "State"), on the one hand, and NP RICKENBACKER BP, LLC, a Delaware limited liability company, or its assigns ("Developer"), on the other hand:

WITNESSETH:

WHEREAS, Developer owns certain real property situated in Madison Township, Ohio, a depiction of which is attached hereto as Exhibit A (the "Project Area") and incorporated herein by reference, with each parcel of real property within the Project Area referred to herein as a "Parcel" (whether as presently appearing on the county tax duplicate or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, in order to successfully develop the Parcels, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto (the "Public Infrastructure Improvements"), which the County and Developer agree will directly benefit the Parcels; and

WHEREAS, in connection with the development of the Parcels, the County may grant exemptions from real property taxes for new structures constructed on the Parcels pursuant to the community reinvestment area agreement by and between the County and Developer (the "CRA Agreement"); and

WHEREAS, the County, by its Resolution passed _________, 2026 (the "TIF Resolution"), has declared that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Resolution (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.77 of the Ohio Revised Code and the TIF Resolution) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition or development of a Parcel) of at least $175,000 (i.e., an increase in true value of $500,000), or (ii) tax year 2041, and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.77, 5709.78, 5709.79, and 5709.80 of the Ohio Revised Code and the TIF Resolution (the "TIF Exemption"); and

WHEREAS, the County and Developer intend for the CRA Agreement exemptions to take priority over the TIF Resolution exemptions; and

WHEREAS, the County has determined that it is necessary and appropriate and in the best interest of the County to provide for the owner of each Parcel (together with Developer as the initial owner of the Parcels within the Project Area, but only during such ownership by Developer, each an "Owner" and collectively the "Owners") to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the "Service Payments") to the Pickaway County Treasurer (the "County Treasurer"), which Service Payments will be (i) distributed, in part, to the Teays Valley Local School District (the "Local School District") and the Eastland-Fairfield Career & Technical Center (the "Joint Vocational School District," together with the Local School District, the "School Districts") in amounts equal to the real property taxes that the School Districts would have received if the Improvements had not been exempted from real property taxation pursuant to the TIF Resolution, (ii) used to fully reimburse Developer for costs of the Public Infrastructure Improvements, and (iii) used for such other purposes as may be authorized by law, all pursuant to and in accordance with Sections 5709.77, 5709.78, 5709.79 and 5709.80 of the Ohio Revised Code (collectively, the "TIF Statutes") and the TIF Resolution and this Agreement; and

WHEREAS, the County Commissioners in the TIF Resolution approved the terms of this Agreement and authorized its execution on behalf of the County; and

WHEREAS, the parties desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the construction of the Public Infrastructure Improvements, which will directly benefit the Project Area;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce Developer to proceed with the construction of the Public Infrastructure Improvements, the County agrees, and Developer, as the initial Owner, agrees for itself and each successive Owner, as follows:

Section 1. TIF Exemption and Agreements Related Thereto.

A In connection with the construction of the Public Infrastructure Improvements, the County, through the TIF Resolution, has granted, among other things, with respect to the Improvements, a one hundred percent (100%) exemption from real property taxation, commencing for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by Developer or otherwise) of at least $175,000 (i.e., an increase in the true value of $500,000), or (ii) tax year 2041, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes and the TIF Resolution.

B The County shall perform such acts as are reasonably necessary or appropriate to (i) preserve and maintain the exemptions under the CRA Agreement as exemptions having priority over exemptions established pursuant to the TIF Resolution, and (ii) effect, claim, reserve, and maintain the exemptions from real property taxation granted under the TIF Resolution and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 2. Obligation to Make Service Payments.

A Service Payments. Developer, as the initial Owner, agrees for itself and each successive Owner to make the Service Payments due during its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, the provisions of Ohio law relating to real property tax collections, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until the expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Owners will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.79 of the Ohio Revised Code or this Agreement and (ii) to make Service Payments as to any portion of an Improvement for any period the Improvement or any portion thereof is subject to a CRA Exemption. The County agrees, and Developer, as the initial Owner, agrees for itself and each successive Owner, that the NORTHPOINT DEVELOPMENT Redevelopment Tax Equivalent Fund referred to in Section 3 of the TIF Resolution (the "TIF Fund") will receive all Service Payments made with respect to the Improvement to each Parcel that are payable to the County. Notwithstanding any other provision of this Agreement or the TIF Resolution, the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable to the Improvements under Sections 3735.65 through 3735.70 of the Ohio Revised Code.

B Priority of Lien. Developer, as the initial Owner acknowledges, for itself and any and all future Owners, that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels and any Improvements thereon.

C Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the County of any and all reasonably and actually incurred costs, expenses, and amounts (including reasonable attorneys' fees) required by the County to enforce the provisions of this Agreement against that Owner.

Section 3. Establishment of a TIF Fund by the County; Distribution of Funds. The County agrees that it shall establish the TIF Fund as a depository fund to be held in the custody of the County for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to the County. Upon distribution of the Service Payments to the County (after compensation amounts have been paid to the School Districts as set forth in Section 5 of this Agreement or otherwise required by law), those Service Payments shall be deposited to the TIF Fund. Amounts on deposit in the TIF Fund shall be used by the County in the following priority: (a) first, to the County to reimburse the County for any administrative expenses related to the establishing, maintaining, reporting or supporting the TIF or the TIF Fund, as applicable (which reimbursable expenses shall not exceed two percent (2%) of the Service Payments); (b) to reimburse Developer for costs of the Public Infrastructure Improvements, up to the Developer Maximum (defined below) and interest accrued thereon in the manner and amounts described and permitted herein; and (c) thereafter to the County for such other purposes as may be authorized by law, all pursuant to and in accordance with the TIF Statutes, the TIF Resolution and this Agreement.

Section 4. Exemption Applications, Maintenance, and Notice. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, Developer or any Owner of a Parcel or the County, at Developer's or such Owner's request, shall file or cause to be filed an application prepared by Developer for an exemption from real property taxation (DTE Form 24 or its successor form) with the Pickaway County Auditor (the "County Auditor") for the Improvements. Developer or any Owner of a Parcel and the County agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Resolution and this Agreement. Any cost of the County to prepare or file, or to assist Developer or Owner in preparing or filing, any exemption applications or filings required by Ohio Revised Code Section 5709.911 shall be paid by Developer or Owner.

Section 5. Payments to School Districts. As provided in the TIF Resolution or as otherwise required by law, the School Districts shall receive from the Service Payments, and prior to the deposit of any of those Service Payments into the TIF Fund, an amount equal to the amount that the School Districts would otherwise have received as real property tax payments derived from the Improvements to the Parcels if the Improvements had not been exempt from taxation.

Section 6. Reimbursements to Developer from TIF Fund. The County shall use the Service Payments in the TIF Fund to reimburse Developer for the cost to Developer of constructing the Public Infrastructure Improvements (with the costs collectively referred to herein as the "Costs"). The Costs include but are not necessarily limited to: (i) Costs paid for construction of the Public Infrastructure Improvements; (ii) interest on Costs paid by Developer of a Parcel at the Interest Rate as defined and set forth below; (iii) review and inspection fees incurred in connection with the construction of the Public Infrastructure Improvements; (iv) professional fees; (v) any and all fees and direct or indirect costs incurred in connection with Developer obtaining and maintaining a letter of credit or depositing funds into escrow related to the construction of the Public Infrastructure Improvements, whether incurred by Developer or by one or more other parties on behalf of Developer, including, but not limited to, any and all costs, fees or other charges attributable to Developer's reimbursement of the letter of credit provider for any draws against the letter of credit or escrow account and any and all costs, fees or other charges relating thereto; and (vi) construction management and supervisory costs and fees. For purposes of this Agreement, "costs" of the Public Infrastructure Improvements includable in the Costs include costs of any "public infrastructure improvements" as defined in Sections 5709.40 and 5709.77, and Section 133.15(B) of the Ohio Revised Code that directly benefit any Parcel of the Property, and as described in Exhibits B hereto that are reasonably expected to be incurred by Developer up to a maximum principal amount. Costs for roadway conditions, right-of-way, including, specifically right-of-way dedicated to the County for the purposes of improving Duvall Road and Ashville Pike, and roadway construction in a principal amount not to exceed $3,500,000, public utilities construction, including waterline, storm sewer, gas, and fiber improvements, and other related improvements, in a principal amount not to exceed $2,600,000, erosion control in a principal amount not to exceed $50,000, and engineering, surveying, legal, inspection, and other soft costs in a principal amount not to exceed $50,000 are described in Exhibit B. Notwithstanding anything to the contrary in this Agreement, the County and Developer agree that the non-interest portion of the Costs of the Public Infrastructure Improvements which Developer is authorized to incur and for which Developer may be reimbursed out of the TIF Fund pursuant to this Agreement shall not exceed a total aggregate amount $[________] (the "Developer Maximum"). The County shall have no obligation to pay or reimburse Developer out of the TIF Fund or otherwise for any amounts in excess of the Developer Maximum plus interest in accordance with this Agreement, or as otherwise stated herein.

From time to time after commencement of construction of the Public Infrastructure Improvements, Developer shall provide a certified statement to the County setting forth and providing reasonable evidence concerning the Costs of the Public Infrastructure Improvements (each a "Certified Statement", and collectively, the "Certified Statements"). Upon receipt of each Certified Statement, the County shall review the costs evidenced in the Certified Statement to determine whether each of the costs constitutes Costs of Public Infrastructure Improvements eligible to be reimbursed out of the TIF Fund in accordance with this Agreement; provided, however, that any costs certified to the County for reimbursement shall not be eligible for reimbursement out of the TIF Fund until Developer has completed all construction or other work associated with such costs. Within fifteen (15) business days of the County's receipt of each Certified Statement, the County shall certify to Developer the portion of the Costs evidenced in the Certified Statement which has been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement. The County and Developer agree that if Developer seeks reimbursement of costs, the County shall reimburse such costs in the order that the requests were received based on the date the County receives the Certified Statement from Developer.

The County shall use funds on deposit in the TIF Fund in accordance with Section 3 hereof, to pay the approved Costs of the Public Infrastructure Improvements as shown in the Certified Statements, or as directed by Developer, on the date which is thirty (30) business days after each semi-annual date on which the County Auditor settles real property taxes with the County (each a "Payment Date") until the Costs have been paid in full, and then (ii) for any lawful purpose identified by the County, in the sole discretion of the County. In addition to submission of a Certified Statement for the Costs, Developer shall deliver to the County, no later than fifteen (15) days prior to each Payment Date, a statement showing the total amount of interest then due to Developer under this Agreement, along with a brief description of the basis and calculations for the same; provided, however, that the failure of Developer to deliver this statement shall not excuse the County from its payment obligation, but shall delay the payment to the same extent delivery of the statement was delayed. Any monies paid on any Payment Date will be applied first to the payment of accrued interest on outstanding Costs at the Interest Rates set forth below, and second to the payment of outstanding non-interest Costs so that all interest due shall be paid before the payment of any non-interest Costs. The County shall submit an accounting or record of all amounts paid to Developer out of the TIF Fund along with each payment.

Interest on the unpaid portion of the principal amount of the Costs up to the Developer Maximum will accrue at the Interest Rate from the date on which the County certifies to Developer the portion of the Costs evidenced in the Certified Statement which has been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement; provided, that if the County shall fail to certify such approved portion of the Costs within fifteen (15) days of its receipt of a Certified Statement (as required under this Agreement) interest shall accrue from the date which is fifteen (15) days following the County's receipt of a Certified Statement. As used in this Agreement, "Interest Rate" means the following: (i) for the period beginning on the date of this Agreement and continuing until the date which is the fifteenth (15^{th}) anniversary of the first day of the first tax year in which the County receives Service Payments, zero and zero hundredths percent (0.00%) per annum; and (ii) for the period commencing on the date which is the fifteenth (15^{th}) anniversary of the first day of the first tax year in which the County receives Service Payments and continuing until all Costs (including interest) have been repaid in full, three and zero hundredths percent (3.00%) per annum. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

All payments to Developer hereunder on each Payment Date must be made pursuant to written instructions provided by Developer.

Notwithstanding any other provision of this Agreement, the County's payment obligations hereunder are limited to the monies in the TIF Fund, less amounts owed to the School Districts per Section 5 above, and do not constitute an indebtedness of the County, the State of Ohio, or any other political subdivision thereof, within the provisions and limitations of the laws and the Constitution of the State of Ohio. Developer shall not have the right to have taxes or excises levied by the County, the State of Ohio, or any other political subdivision thereof for the payment of the Costs and accrued interest.

Section 7. Representations of the Parties. Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The County hereby represents that the TIF Resolution was passed by the Commissioners on _________, 2026 and remains in full force and effect, that this Agreement is authorized by the TIF Resolution, and that the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The County further represents and warrants that it shall not take action which would result in a reduction in the period of the TIF Exemption, the percentage of the TIF Exemption, or the amount of Service Payments to be received and made available to pay the Costs of the Public Infrastructure Improvements unless such action shall be permitted by law and not inconsistent with the County's obligations under this Agreement.

Section 8. Provision of Information. Developer, as the initial Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the County to enable the County to submit the status report required by Section 5709.78(H) of the Ohio Revised Code to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 9. Nondiscriminatory Hiring Policy. Developer, as the initial Owner, agrees for itself and each successive Owner to comply with the County's nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The County will provide a copy of that policy and any updates to that policy to Developer and each Owner. In furtherance of that policy, Developer agrees for itself and each successive Owner that they will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 10. Prevailing Wage. Developer and the County acknowledge that the construction of Public Infrastructure Improvements owned or to be owned by the County or another "public authority" (as defined in Section 4115.03(A) of the Ohio Revised Code) are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115, and all wages paid to laborers and mechanics employed to construct the Public Infrastructure Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages must be determined in accordance with the requirements of that Chapter 4115. The County and Developer have or will comply, and have or will require compliance by all contractors working on, any Public Infrastructure Improvements owned or to be owned by the County or another public authority, with all applicable requirements of that Chapter 4115, including, without limitation, (i) obtaining the determination required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining the designation of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115.

Section 11. Estoppel Certificate. Within thirty (30) days after a request from Developer or any Owner of a Parcel, the County will execute and deliver to Developer or that Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Developer or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if Developer or that Owner is in default, specifying same; and (iii) such other matters as Developer or that Owner reasonably requests.

Section 12. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

As to the Developer:	NP RICKENBACKER BP, LLC 3315 N Oak Trafficway Kansas City, MO 64116 Attn: Brent Miles
With a Copy To:	Montrose Law Firm, LLC 100 E Broad St., Suite 2320 Columbus, OH 43215 Attn: David J. Robinson
To the County:	Pickaway County Planning & Development 139 W. Franklin St. Circleville, OH 43113 Attn: Tim McGinnis, Director
With a Copy To County's Legal Counsel:	J. Caleb Bell, Esq. Bricker Graydon LLP 100 S. Third St. Columbus, OH 43215

And, With a Copy To: Pickaway Progress Partnership
1360 Lancaster Pike
Suite 111
Circleville, Ohio 43113
Attn: Brian Hill, Economic Development Director

Section 13. Successors; Assignment; Amendments; County Consents. Each Owner's obligations under this Agreement, including, without limitation, its obligation to make Service Payments with respect to each Parcel it owns, are absolute and unconditional covenants running with the land and are enforceable by the County, regardless of whether the benefits and obligations of this Agreement are assigned to such Owner pursuant to the next succeeding paragraph. Each Owner further agrees that all covenants herein, including, without limitation, its obligation to make Service Payments, whether or not these covenants are included by any Owner of any Parcel in any deed or instrument of conveyance to that Owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the County. Any future Owner of any Parcel, or any successors or assigns of such Owner, will be treated as an Owner for all purposes of this Agreement. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Parcels to another person or entity.

This Agreement and the benefits and obligations thereof are not assignable by Developer or any Owner without the express written approval of the County, in its sole discretion. Developer's rights to reimbursement for Costs of Public Infrastructure Improvements pursuant to Section 6 shall only accrue to NP RICKENBACKER BP, LLC, as Developer, for so long as NP RICKENBACKER BP, LLC remains the Developer. Notwithstanding any provision to the contrary, NP RICKENBACKER BP, LLC may, without the consent of the County, (i) assign its rights under this Agreement to an entity controlled by or under common control with the Developer, (ii) assign its rights under this Agreement for the purpose of obtaining financing (including any refinancing) for the Costs of the Public Infrastructure Improvements, (iii) designate an authorized designee to receive all or any portion of the Service Payments payable to the Developer pursuant to this Agreement, upon which designation such designee shall receive the portion of Service Payments specified by the Developer as if it was the Developer under this Agreement, and (iv) assign its right, title, and interest in and to this Agreement as security for the payment of all or any portion of the Service Payments payable to the Developer pursuant to this Agreement to a designee. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in one or more Parcels to another person or entity.

Section 14. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations, and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation, or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and neither the members of the County Council nor any County official executing this Agreement, or any individual person executing this Agreement on behalf of Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the County or Developer contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of Developer shall be binding and enforceable by the County against Developer with respect to (and only to) Developer's interest in its portion of the Parcels and the Improvements, or any parts thereof or any interest therein.

Section 15. Events of Default and Remedies.

A Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) Developer, any Owner or the County fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, Developer, any Owner or County may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

(ii) Developer, any Owner or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

(iii) Developer or any Owner is in default of any material obligation under the CRA

Agreement beyond all applicable grace, notice and cure periods;

(iv) Developer or any Owner is in default of any material obligation under any compensation agreements related to the CRA Agreement with the Local School District or the Joint Vocational School District beyond all applicable grace, notice and cure periods;

(v) Developer or any Owner files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

(vi) Developer or any Owner makes a general assignment for the benefit of creditors;

(vii) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with Developer or any Owner as debtor; or

(viii) Developer or any Owner files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors;

As used in this Section, "Force Majeure" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by a Developer, any Owner, the County or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations).

B General Right to Cure. In the event of any Event of Default in or reach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event, the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period and proceed diligently thereafter to cure or remedy said breach.

C Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, and (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. Notwithstanding the above, the parties hereto acknowledge Developer, or its affiliate, is under contract to purchase the Real Property. Developer's failure to conclude the purchase of the Property for any reason shall not be considered a default. And, in such case, this Agreement shall be null and void and neither party shall have any further obligation to the other.

D If an Event of Default occurs with respect to Developer or any Owner, the remedies of the County pursuant to paragraph (C) shall be limited to Developer or such Owner with respect to which such Event of Default has occurred and such Event of Default shall have no effect on the rights and benefits of Developer (if it is not the defaulting party) or any other Owner under this Agreement.

Section 16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 17. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties

Section 19. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question among the County, its employees, contractors, subcontractors, and agents, Developer or any Owner of a Parcel, or their respective employees, contractors, subcontractors, and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Pickaway, State of Ohio.

Section 20. Additional Documents. The County, Developer, any Owner and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 21. Recordation. No later than fifteen (15) days following the execution of this Agreement by each of Developer and the County, Developer will cause this Agreement, or a memorandum thereof, to be recorded in the Pickaway County, Ohio real property records on each Parcel of the Property. During the term of this Agreement, each Owner will cause all instruments of conveyance of interests in all or any portion of any Parcel to subsequent mortgagees, successors, lessees, assigns, or other transferees to be made expressly subject to this Agreement; provided, however, that any failure by any Owner to make any such instrument of conveyance expressly subject to this Agreement shall not affect the unconditional and binding nature of this Agreement on each such subsequent mortgagee, successor, lessee, or assign.

Section 22. Legal Fees. Developer shall pay to the County's legal counsel, Bricker Graydon Wyatt LLP, its fees and expenses for costs of preparing all documentation associated with this Agreement, up to $15,000, and the CRA Agreement. The payment shall be due within five (5) business days after complete execution and delivery of this Agreement. Developer shall also pay the County's legal counsel, Bricker Graydon Wyatt LLP, its reasonable fees and expenses relating to any assignment of this Agreement pursuant to Section 13 hereof.

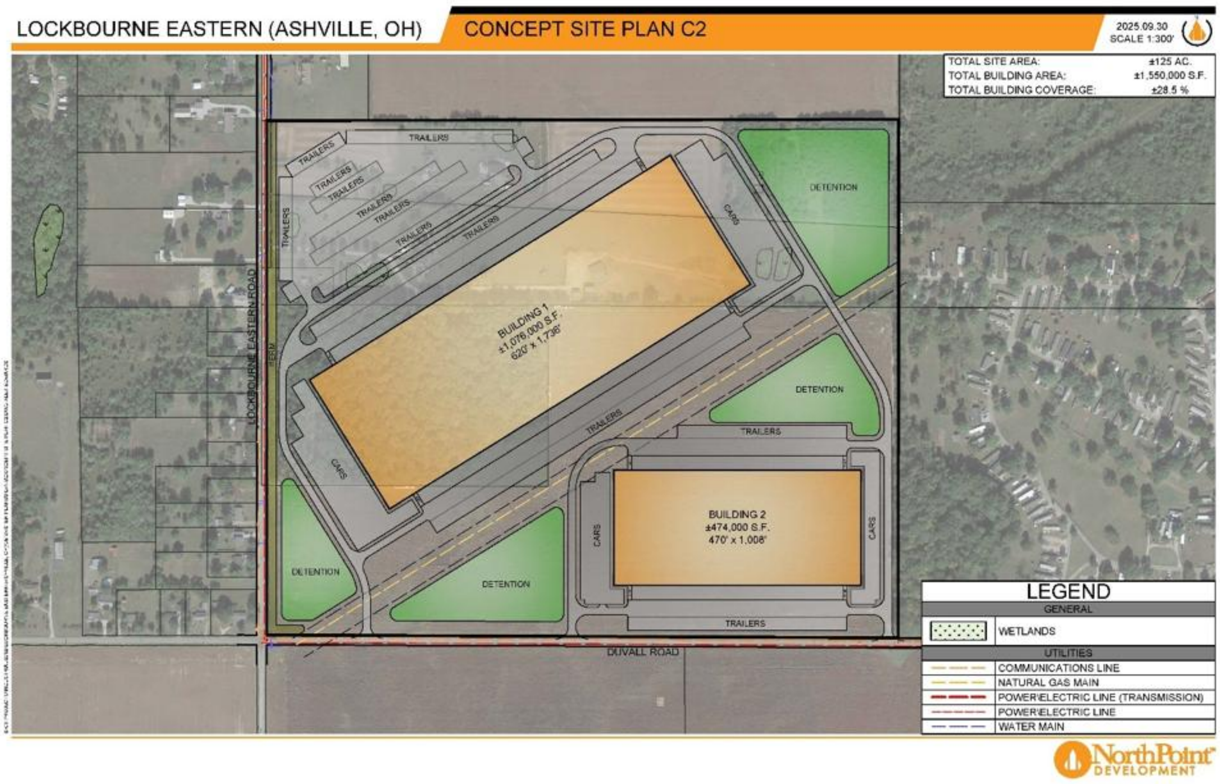
Section 23. County Obligations. Nothing contained in this Agreement shall require the County to pay any amounts other than the payments from Service Payments received, less amounts owed to the School Districts as set forth in Section 5.

NONE OF THE OBLIGATIONS OF THE COUNTY UNDER THIS AGREEMENT SHALL CONSTITUTE A GENERAL OBLIGATION, DEBT OR BONDED INDEBTEDNESS OF THE COUNTY AND NOTHING CONTAINED IN THIS AGREEMENT IS, OR SHALL BE INTERPRETED AS BEING, BACKED BY THE FULL FAITH AND CREDIT OF THE COUNTY.

EXHIBIT A

Site Plan and Description of Madison Township Land

The Project Site is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010001300, F1600010001301, F1600010001201, F1600010001205
F1600010001204 as the same may be split, combined, recombined, or renumbered, from time-to-time. A depiction of the Project Site plan is attached below.



,EXHIBIT B

REIMBURSABLE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

Approximately 1000 feet east of the Ashville Pike and Duvall Road intersection, approximately 1 mile of roadway will be milled, demoed and widened eastbound. In addition to the roadway widening, public utility infrastructure installed shall include storm, sanitary, gas, and water. Developer Maximum reimbursement amount not to exceed principal amount of

$[_______].

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

Attest: ______________________________

Brandy Stewart, Clerk

In the Matter of
Madison Township Project Compensation Agreement:

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

Resolution No: PC-082526-61

MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

THIS MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement"), made and entered into as of the ____ day of __________, 2026 (the "Effective Date"), is made by and among NP RICKENBACKER BP, LLC, a Delaware limited liability company, and its assigns ("Developer"); the County of Pickaway, Ohio, a county and political subdivision of the State of Ohio (the "County"); and the Board of Education of the Teays Valley Local School District, Pickaway County, Ohio, a school district and political subdivision of the State of Ohio ("Teays Valley").

WITNESSETH THAT:

WHEREAS, the Board of County Commissioners of the County (the "Commissioners"), by Resolution adopted on July 10, 2006, has previously established the Northern Industrial Community Reinvestment Area specified in that Resolution (the "CRA Area") as a "Community Reinvestment Area" ("CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 - 3735.70, inclusive (the "CRA Act"); and

WHEREAS, Developer will construct, or have constructed, on the Project Site a series of commercial and industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") at a site within the boundaries of Madison Township, Ohio (the "Exempted Property," which is described in Exhibit A attached hereto and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, the Exempted Property is located within the boundaries of the County, the CRA Area and Teays Valley; and

WHEREAS, Developer and the County intend to enter into a community reinvestment area agreement granting Developer certain incentives for the development of the Exempted Property (as amended from time to time, the "CRA Agreement"); and

WHEREAS, the incentives in the proposed CRA Agreement, the form of which has been reviewed and approved by Teays Valley and is attached hereto as Exhibit C, include a real property tax exemption for the assessed value of new structures constructed on the Exempted Property as more specifically described herein (the "CRA Exemption"); and

WHEREAS, Developer may convey or lease parcels of land constituting portions of the Exempted Property (each a "Parcel") to one or more future owners or lessees (each an "Owner") for the construction, ownership and leasing of the Buildings to be constructed thereon; and

WHEREAS, the County has notified Teays Valley that the Commissioners plan to adopt a resolution pursuant to R.C. Section 5709.78(A) of the Ohio Revised Code (the "TIF Resolution") for improvements (as defined in R.C. Section 5709.77, the "Improvements") to the Exempted Property declaring the Improvements to be a public purpose and exempting from real property taxation one hundred percent (100%) of those Improvements for a period of thirty (30) years (the "TIF Exemption"); and

WHEREAS, the TIF Resolution will require the Owners from time to time of the Exempted Property to make service payments in lieu of real estate taxes with respect to the Improvements during the TIF Exemption (collectively, the "Service Payments"), provided that the obligation of the Owners to make Service Payments will not apply to the extent that any portion of the assessed value of any Building is exempted under the CRA Agreement for the period and to the extent that the Building is exempt under the CRA Agreement; and

WHEREAS, the TIF Resolution and the Tax Increment Financing Agreement between the Developer and the County provide or will provide for semi-annual payments to Teays Valley to be made solely from the Service Payments in the amount of the real property taxes that would have been payable to Teays Valley as a result of the exemption provided in the TIF Resolution, which payments will be made directly to Teays Valley by the Pickaway County Treasurer or its designated agent; and

WHEREAS, the Developer, the County, and Teays Valley hope to attract a manufacturing end user to the Exempted Property; and

WHEREAS, pursuant to R.C. Sections 5709.78 and 5709.82(B), the Commissioners, Developer and Teays Valley desire to enter into this Agreement to provide compensation to Teays Valley for its loss of real property taxes during the CRA Exemption and the TIF Exemption; and

WHEREAS, Teays Valley has adopted a resolution (the "Teays Valley Resolution") approving the CRA Exemption and the TIF Exemption for the Exempted Property on the condition that the parties hereto enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter described, Teays Valley, Developer and the County covenant, agree and bind themselves as follows:

Section 1. Approval of the CRA Agreement and CRA Exemption; Compensation to Teays Valley; Approval of TIF Resolution.

A. As provided in the Teays Valley Resolution, and subject to payment of the PILOT Payments as described hereunder as and when due, Teays Valley hereby approves the CRA Exemption and the related CRA Agreement, as well as the TIF Resolution and the exemption provided therein. Teays Valley acknowledges that each separate Building constructed on the Exempted Property will receive a tax exemption according to the terms of Section 4 of the CRA Agreement, which will vary depending on the use of the building.

B. Developer, for itself as an Owner and for all future Owners, agrees that annually during the term of any CRA Exemption for each Building under the CRA Agreement in which the CRA Exemption is one hundred percent (100%), the Owner thereof shall pay to Teays Valley, semi-annually in accordance with Section 2B below, a payment in lieu of taxes ("PILOT Payment") equaling the greater of (i) 30% of the real property taxes Teays Valley would have received had the CRA Exemption not been in place for the applicable Building based on the value as determined by the County Auditor, as defined herein, or (ii) an amount equal to 30% of the amount of real property taxes Teays Valley would have received had the CRA Exemption not been in place for the applicable Building if the assessed value of such Building was based upon a market value of $60.00 per square foot for the Building (i.e., notwithstanding whether the actual value or the value determined by the Pickaway County Auditor (the "County Auditor") is lower than $60.00 per square foot, calculated in accordance with Section 2(A) below). If and when the applicable CRA Exemption adjusts to fifty percent (50%) for a use other than Manufacturing, the applicable Owner shall no longer be required to pay any PILOT Payments for such Building. For example, if a PILOT Payment were to be made in calendar year 2026 for a CRA Exemption attributable to tax year 2025 for a 1,000,000 square foot building, the PILOT Payment would equal the greater of (a) 30% of the portion of real property taxes Teays Valley would have received had the CRA Exemption not been in place for the Building based on the value as determined by the County Auditor or (b) $173,333,79 annually (1,000,000 X $60 X 35% X . 0275133 X 30%) (Square Feet X $60 X Assessed Value Percentage X Teays Valley Effective Commercial Millage Rate for tax year 2025 X 30%).

C. In addition to the PILOT Payments, Developer shall make to Teays Valley (1) a one-time, upfront payment of $275,000, to be paid within 30 days of the Developer filing for building permits for Building 1; (2) a one-time payment not to exceed $30,000 to apply to legal and other fees related to the negotiation of the Agreement, due on the Effective Date; and (3) a one-time upfront payment of $175,000 per Building constructed as part of the Project, which payment shall be due and payable no later than thirty (30) days after the award of a certificate of occupancy for such Building. This payment amount is based on Developer's projection that that the first Building will contain approximately 474,000 square feet and the second Building will contain approximately 1,076,000 square feet. In the event that the square footage of any Building is more than ten percent (10%) greater than the amounts estimated by Developer, the upfront payment per building shall be increased proportionately.

D. The Developer shall annually during the term of any CRA Exemption for any Building under the CRA Agreement make, or cause the Owners to make, an annual payment of $30,000 to the Teays Valley High School Athletic Department (the "Athletic Contribution"), with the first payment due 30 days after the date of this Agreement, and each subsequent payment due on August 1, beginning on August 1, 2027 and concluding on August 1, 2041 or on August 1 of such later year when the CRA Exemption is in effect.

E. For the avoidance of doubt, it is contemplated that the County and Developer will enter into a separate compensation agreement with the Board of Education of the Eastland-Fairfield Career & Technical Schools, a school district and political subdivision of the State of Ohio ("Eastland-Fairfield") pursuant to which Eastland-Fairfield will be paid comparable compensation to that received by Teays Valley based on Eastland-Fairfield's effective commercial millage compared to Teays Valley's effective commercial millage for the relevant tax year. For tax year 2025, for example, amounts received by Eastland-Fairfield would be 7.07% of what Teays Valley receives.

F. The parties agree that this Agreement is subject to the Exempted Property being used primarily for manufacturing, distribution, e-commerce fulfillment, warehousing, logistics, packaging, assembly, or office space and that the approvals and waivers provided by Teays Valley remain effective only if use of the Exempted Property is limited to the permitted uses according to the applicable zoning code for the Exempted Property in effect as of the date hereof with respect to the Exempted Property (as may be amended to permit warehousing, storage and distribution facilities, including truck and transfer terminals, light manufacturing, fabrication, processing, assembling, packaging, or treatment of goods, materials, and products, administrative offices ancillary to the above uses, and freestanding office uses), subject to variances granted in a manner consistent with applicable law. For the avoidance of doubt, in no event shall the Exempted Property be used for residential or multi-family purposes.

G. In return for the compensation to be provided herein, Teays Valley hereby waives all required notices in connection with approval of the CRA Agreement and the TIF Resolution, including but not limited to the forty-five day notices and the fourteen-day notices pursuant to R.C. Sections 3735.67, 3735.671, 5709.78, 5709.82 and 5709.83, respectively, and hereby waives any defects or irregularities related to the CRA Agreement and the TIF Resolution.

<u>Section 2.</u> **<u>Payment of Compensation Payments to Teays Valley.</u>**

A. Within thirty (30) days after each Building receives a certificate of occupancy, the Owner thereof shall notify Teays Valley of such certificate of occupancy and provide the approximate number of square feet that are located within the Building, as determined in accordance with BOMA *Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012),* the Exterior Wall Methodology (Method A), together with such supporting information as Teays Valley shall reasonably request.

B. Prior to June 1 and December 1 of each calendar year, following each tax year of the CRA Exemption for each Building, the Pickaway County Treasurer (the "County Treasurer") or a collection agent to be designated by Teays Valley (the "Collection Agent") shall calculate the amount of the PILOT Payment due in that semi-annual period to Teays Valley from each Owner based on the formula outlined in Section 1(B) and on the square footage provided pursuant to Section 2(A), and communicate such PILOT Payment amount in a written statement sent to each Owner and Teays Valley (each, a "PILOT Statement"). Each semi-annual PILOT Statement shall specify that the amount due is one-half of the PILOT Payment for that year. Each Owner and Teays Valley shall provide any objections to the calculation in writing to the County Treasurer or the Collection Agent, as applicable, no later than thirty (30) days after receipt of a PILOT Statement. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter. If no objections are provided, the PILOT Payment certified on the applicable PILOT Statement shall be due from each Owner to Teays Valley no later than sixty (60) days after receipt of the PILOT Statement. If objections are noted, the objecting Owner and Teays Valley shall work in good faith with the County Treasurer or Collection Agent, as applicable, to correct the calculation, with payment to Teays Valley due no later than thirty (30) days after resolution of any objections. Developer and each Owner shall reasonably cooperate with the County or Collection Agent, as applicable, in the preparation of the PILOT Statements and in the calculation of the PILOT Payments.

C. The method of payment for any PILOT Payment or any other payment due under this Agreement shall be by wire transfer unless another method is mutually agreed upon between the Parties.

D. The County shall cause to be paid Annual School District TIF Compensation to Teays Valley for each Exemption Year during the Term, solely from the Service Payments deposited into the TIF Fund. The Annual School District TIF Compensation shall be paid in two (2) semi-annual installments during the Payment Year applicable to each Exemption Year during the Term. Each such semi-annual installment shall be paid to Teays Valley no later than thirty (30) days after the semi-annual settlement by the County Treasurer pursuant to which Service Payments are deposited into the TIF Fund in each Payment Year during the Term. As used in this subsection (D), capitalized terms have the following meanings:

"Annual School District TIF Compensation" means, for each Exemption Year, an annual amount equal to 100% of the real property taxes that Teays Valley would have been paid attributable to the Improvement to each Parcel if that Improvement had not been exempt from taxation pursuant to the TIF Resolution.

"County Treasurer" means the Treasurer for Pickaway County, Ohio.

"Exemption Year" means each tax year for which a TIF Exemption is provided for any Parcel of the Property pursuant to the TIF Resolution.

"Payment Year" means the calendar year immediately following each Exemption Year and is the year in which Service Payments for such Exemption Year are distributed.

"Term" means the period of time that commences on January 1 of the first Exemption Year and ends on December 31 of the last Payment Year.

"TIF Fund" means, the public improvement tax equivalent fund established in the TIF Resolution.

Section 3. **Community Payments.** In furtherance of Developer's commitment to support the students, parents, and Teays Valley buildings in the vicinity of the Project, Developer shall make, or cause the Owners to make, an annual payment of $15,000 for a term of 15 years to the Ashville Food Pantry (the "Community Contribution"), with the first payment due 30 days after the date of this Agreement, and each subsequent payment due on August 1, beginning on August 1, 2027 and concluding on August 1, 2041. Payments on account of the Community Contribution shall not be received by Teays Valley, constitute funds of Teays Valley or cause any recipient organization to become a component fund of Teays Valley.

Section 4. **Non-Monetary Commitments.** After the Effective Date, Developer shall (i) work in good faith with Teays Valley to collaborate on one or more training or career development options for students in Teays Valley, (ii) use its best efforts to utilize the Pickaway County Port Authority financing structure (the "Port Financing") for the construction of each Building on the Exempted Property.

Section 5. **Reconciliation of Payments.** In the event Teays Valley wishes to reconcile the amount of any PILOT Payment, Teays Valley may request a meeting with Developer for that purpose. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter.

Section 6. **Amendment**. This Agreement may be amended or modified by the parties only in writing, signed by the parties to this Agreement.

Section 7. **Notices.** All notices, designations, certificates, requests or other communications under this Agreement shall be sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) e-mail, upon written acknowledgement of the same by the applicable recipient, or (iii) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, addressed to the following addresses:

If to Teays Valley:	Teays Valley Local School District 385 Circleville Avenue Ashville, OH 43103 Attn: Treasurer
If to Developer:	NP Rickenbacker BP, LLC 3315 N Oak Trafficway Kansas City, MO 64116 Attn: Brent Miles
With a copy to:	Montrose Law Firm, LLC 100 E Broad St., Suite 2320 Columbus, OH 43215 Attn: David J. Robinson
If to the County:	Pickaway County Department of Planning & Development 121 West Franklin Street Circleville, Ohio 43113 Attn: Tim McGinnis, Director

With a Copy To:	J. Caleb Bell, Esq. Bricker Graydon Wyatt LLP 100 S. Third St. Columbus, OH 43215
And, With a Copy To:	Pickaway Progress Partnership 1360 Lancaster Pike, Suite 111 Circleville, Ohio 43113 Attn: Brian Hill, Economic Development Director

Teays Valley, Developer, and the County may change their address for receiving notices and reports by giving written notice of such change to the other.

Section 8. **Severability.** Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal.

Section 9. **Filing of Agreement**. The Clerk of the Commissioners shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

Section 10. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 11. **Assignment.** This Agreement and the benefits and obligations hereof are not assignable by Developer or any Owner to another Owner without the approval of the County and Teays Valley; provided, however, that the County agrees not to withhold its approval of any assignment of the benefits and obligations by Developer or any Owner to another Owner so long as such assignee files with the County an assumption agreement substantially in the form attached hereto as Exhibit B (each, an "Assumption Agreement"), wherein such transferee or assignee (each, an "Assignee"), inter alia, (a) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (b) certifies to the validity of the representations, warranties and covenants contained herein as to the Assignee. Within fifteen (15) days following receipt by the County of such Assumption Agreement, Teays Valley and the County shall acknowledge and consent to the execution of the Assumption Agreement and return the executed Assumption Agreement to or at the direction of the Assignee. For each Assumption Agreement filed with the County, the $1,000 assignment fee required by Section 15 of the CRA Agreement shall be due to the County (without duplication) within thirty (30) days after the complete execution of that Assumption Agreement.

Section 12. **Term**. This Agreement shall remain in effect for each portion of the Exempted Property for such period as the CRA Exemption is in effect for that portion of the Exempted Property.

Section 13. **Notice of Default, Cure and Remedy**. A party shall be in default of this Agreement if the party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from the other party. In the event such default or breach is not a Compensation Default (as defined hereinafter) and of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party shall upon written notice from any non-defaulting party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. Any such default which continues uncured beyond the applicable cure period above shall constitute an "Event of Default".

The parties agree that a failure by Developer or an Owner to pay to, or otherwise satisfy in favor of, Teays Valley, any of the compensation required by this Agreement, if uncured within thirty (30) days after receipt of written notice thereof by the non-defaulting party, shall constitute a default under the CRA Agreement (each, a "Compensation Default").

In addition, the parties agree that notwithstanding anything in this Agreement to the contrary, neither an Owner's failure, or any of such Owner's respective successors, assigns, lessees, or sub-lessees, to make a PILOT Payment or any other payment when due hereunder with respect to the Owner's Building(s) and the corresponding CRA Exemption shall in any way impair or affect the CRA Exemptions as applicable to any other Building or portion of any Building not owned by such Owner.

An Event of Default will entitle the non-defaulting party to terminate this Agreement as to the portion of the Exempted Property owned by the defaulting party upon written notice to the defaulting party; and pursue any other remedy available at law or equity against such defaulting party.

Exhibit A

Project Description/Map

EXEMPTED PROPERTY SITE PLAN

The Project Site is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010001300, F1600010001301, F1600010001201, F1600010001205
F1600010001204 as the same may be split, combined, recombined, or renumbered, from time-to-time. A depiction of the Project Site plan is attached below.

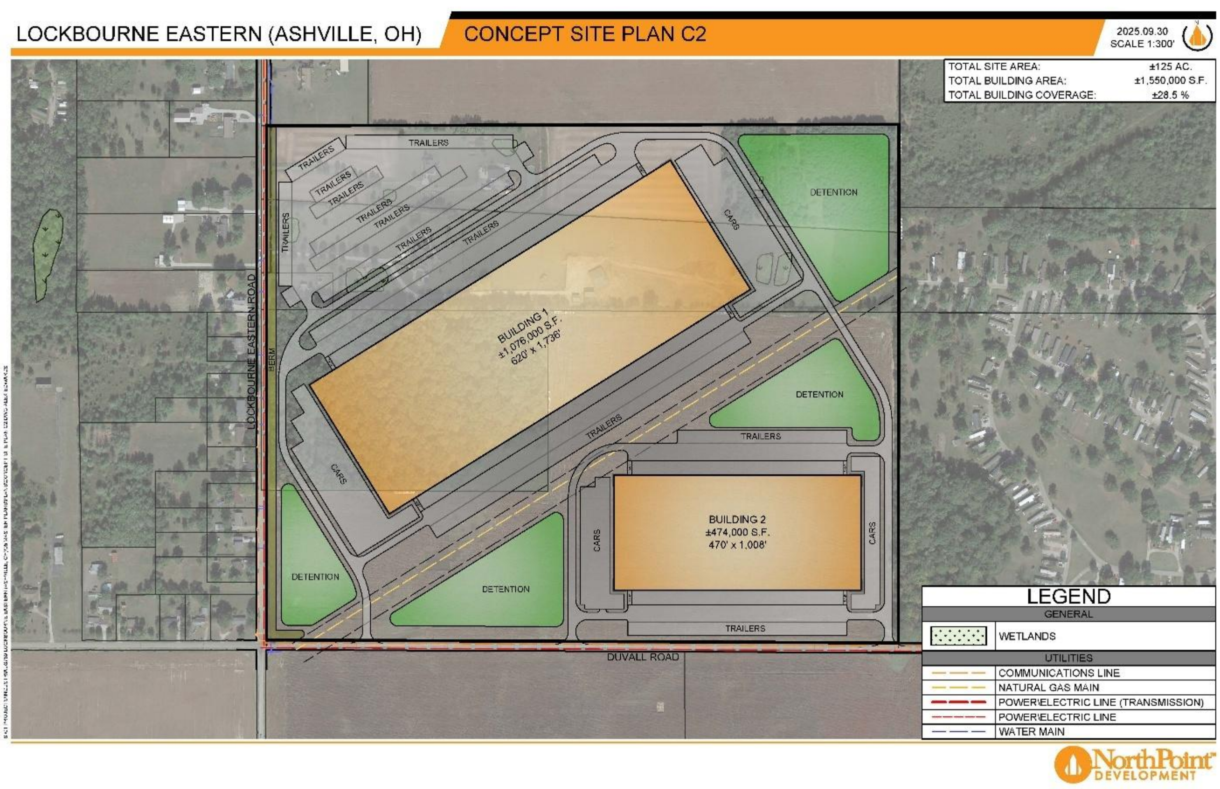


Exhibit B

Partial Assumption Agreement

PARTIAL ASSUMPTION AGREEMENT

This PARTIAL ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between _____________________, a _______ [limited liability company][corporation] ("Assignee"), and _____________________, a _______ [limited liability company][corporation] ("Assignor"), and acknowledged and consented to by the BOARD OF EDUCATION OF THE TEAYS VALLEY LOCAL SCHOOL DISTRICT, PICKAWAY COUNTY, OHIO, a school district and political subdivision of the State of Ohio ("Teays Valley"), and the COUNTY OF PICKAWAY, OHIO, a political subdivision duly organized and validly existing under the constitution and laws of the State (the "County"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Compensation Agreement (as hereinafter defined).

WITNESSETH THAT:

WHEREAS, [Assignor or, if different, Developer], Teays Valley and the County have entered into that certain Madison Township Project Compensation Agreement dated _______, 2026 (as amended from time to time, the "Compensation Agreement") relating to the availability of CRA Exemptions to be provided by the County to Developer with respect to Buildings to be constructed on approximately 125 +/- acres of land located within Madison Township, Ohio (the "Exempted Property");

WHEREAS, Assignor has entered into a purchase agreement with Assignee whereby Assignee will acquire from Assignor a Parcel of the Exempted Property (that Parcel being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto) on which [a Building subject to a CRA Exemption is currently located][Assignee will construct a Building that is eligible for CRA Exemption];

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement as it relates to the Transferred Property, and Teays Valley and the County have, pursuant to the Compensation Agreement, agreed to consent to and acknowledge this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Compensation Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, Assignor and Assignee hereby agree as follows:

1. From and after the date of execution of this Agreement, Assignee 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 Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property.

2. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure 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 Assignee 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 Revised Code Section 3735.671 (C).

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, as authorized by the Teays Valley Resolution, Teays Valley and Assignor entered into the Compensation Agreement, which Compensation Agreement provides for specific payments from the Assignee to Teays Valley in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution of any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Compensation Agreement.

4. Each of the County and Teays Valley agree that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Compensation Agreement, and (b) in the same manner with like effect as if Assignee had been an original signatory to the Compensation Agreement.

5. Notices to the Assignee under the Compensation Agreement shall be addressed as follows:

If to the Assignee: [To be provided]

6. Upon execution of this Agreement, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Madison Township Project Compensation Agreement:

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

Resolution No: PC-082526-62

MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

THIS MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement"), made and entered into as of the day of , 2026 (the "Effective Date"), is made by and among NP RICKENBACKER BP, LLC, a Delaware limited liability company, and its assigns ("Developer"); the County of Pickaway, Ohio, a county and political subdivision of the State of Ohio (the "County"); and the BOARD OF EDUCATION OF THE EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS, a school district and political subdivision of the State of Ohio ("Eastland-Fairfield").

WITNESSETH THAT:

WHEREAS, the Board of County Commissioners of the County (the "Commissioners"), by Resolution adopted on July 10, 2006, has previously established the Northern Industrial Community Reinvestment Area specified in that Resolution (the "CRA Area") as a "Community Reinvestment Area" ("CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 - 3735.70, inclusive (the "CRA Act"); and

WHEREAS, Developer will construct, or have constructed, on the Project Site a series of commercial and industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") at a site within the boundaries of Madison Township, Ohio (the "Exempted Property," which is described in Exhibit A attached hereto and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, the Exempted Property is located within the boundaries of the County, the CRA Area and Eastland-Fairfield; and

WHEREAS, Developer and the County intend to enter into a community reinvestment area agreement granting Developer certain incentives for the development of the Exempted Property (as amended from time to time, the "CRA Agreement"); and

WHEREAS, the incentives in the proposed CRA Agreement, the form of which has been reviewed and approved by Eastland-Fairfield and is attached hereto as Exhibit C, include a real property tax exemption for the assessed value of new structures constructed on the Exempted Property as more specifically described herein (the "CRA Exemption"); and

WHEREAS, Developer may convey or lease parcels of land constituting portions of the Exempted Property (each a "Parcel") to one or more future owners or lessees (each an "Owner") for the construction, ownership and leasing of the Buildings to be constructed thereon; and

WHEREAS, the County has notified Eastland-Fairfield that the Commissioners plan to adopt a resolution pursuant to R.C. Section 5709.78(A) of the Ohio Revised Code (the "TIF Resolution") for improvements (as defined in R.C. Section 5709.77, the "Improvements") to the Exempted Property declaring the Improvements to be a public purpose and exempting from real property taxation one hundred percent (100%) of those Improvements for a period of thirty (30) years (the "TIF Exemption"); and

WHEREAS, the TIF Resolution will require the Owners from time to time of the Exempted Property to make service payments in lieu of real estate taxes with respect to the Improvements during the TIF Exemption (collectively, the "Service Payments"), provided that the obligation of the Owners to make Service Payments will not apply to the extent that any portion of the assessed value of any Building is exempted under the CRA Agreement for the period and to the extent that the Building is exempt under the CRA Agreement; and

WHEREAS, the TIF Resolution and the Tax Increment Financing Agreement between the Developer and the County provide or will provide for semi-annual payments to Eastland-Fairfield to be made solely from the Service Payments in the amount of the real property taxes that would have been payable to Eastland-Fairfield as a result of the exemption provided in the TIF Resolution, which payments will be made directly to Eastland-Fairfield by the Pickaway County Treasurer or its designated agent; and

WHEREAS, the Developer, the County, and Teays Valley hope to attract a manufacturing end user to the Exempted Property; and

WHEREAS, pursuant to R.C. Sections 5709.78 and 5709.82(B), the Commissioners, Developer and Eastland-Fairfield desire to enter into this Agreement to provide compensation to Eastland-Fairfield for its loss of real property taxes during the CRA Exemption and the TIF Exemption; and

WHEREAS, Eastland-Fairfield has adopted a resolution (the "Eastland-Fairfield Resolution") approving the CRA Exemption and the TIF Exemption for the Exempted Property on the condition that the parties hereto enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter described, Eastland-Fairfield, Developer and the County covenant, agree and bind themselves as follows:

Section 1. Approval of the CRA Agreement and CRA Exemption; Compensation to Eastland-Fairfield While CRA Exemption in Effect; Approval of TIF Resolution.

A. As provided in the Eastland-Fairfield Resolution, and subject to payment of the PILOT Payments as described hereunder as and when due, Eastland-Fairfield hereby approves the CRA Exemption and the related CRA Agreement, as well as the TIF Resolution and the exemption provided therein. Eastland-Fairfield acknowledges that each separate Building constructed on the Exempted Property will receive a tax exemption according to the terms of Section 4 of the CRA Agreement, which will vary depending on the use of the building.

B. Developer, for itself as an Owner and for all future Owners, agrees that annually during the term of any CRA Exemption for each Building under the CRA Agreement in which the CRA Exemption is one hundred percent (100%), the Owner thereof shall pay to Eastland-Fairfield, semi-annually in accordance with Section 2B below, a payment in lieu of taxes ("PILOT Payment") equaling the greater of (i) 30% of the real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the applicable Building based on the value as determined by the County Auditor, as defined herein, or (ii) an amount equal to 30% of the amount of real property taxes Eastland- Fairfield would have received had the CRA Exemption not been in place for the applicable Building if the assessed value of such Building was based upon a market value of $60.00 per square foot for the Building (i.e., notwithstanding whether the actual value or the value determined by the Pickaway County Auditor (the "County Auditor") is lower than $60.00 per square foot, calculated in accordance with Section 2(A) below). If and when the applicable CRA Exemption adjusts to fifty percent (50%) for a use other than Manufacturing, the applicable Owner shall no longer be required to pay any PILOT Payments for such Building. For example, if a PILOT Payment were to be made in calendar year 2026 for a CRA Exemption attributable to tax year 2025 for a 1,000,000 square foot building, the PILOT Payment would equal the greater of (a) 30% of the portion of real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the Building based on the value as determined by the County Auditor or (b) $12,236 annually (1,000,000 X $60 X 35% X 0.0019423 X 30%) (Square Feet X $60 X Assessed Value Percentage X Eastland-Fairfield Effective Commercial Millage Rate for tax year 2025 X 30%).

C. In addition to the PILOT Payments, Developer shall make to pay Eastland-Fairfield (1) a one-time, up-front payment of $19,442 and to be paid within 30 days of the Developer filing for building permits for Building 1; (2) a one-time payment of $2,100 to apply to legal and other fees related to the negotiation of the Agreement the Effective Date; and

(3) a one-time upfront payment per building of $12,372 constructed as part of the Project, which payment shall be due and payable no later than thirty (30) days after the award of a certificate of occupancy for such Building.

D. For the avoidance of doubt, Eastland-Fairfield will receive compensation hereunder comparable to that received by Teays Valley Local School District, a school district and political subdivision of the State of Ohio ("Eastland-Fairfield"), under its separate compensation agreement with Developer based on Eastland-Fairfield's effective commercial millage compared to Teays Valley's effective commercial millage for the relevant tax year. For tax year 2025, for example, amounts received by Eastland-Fairfield would be 7.07% of what Teays Valley Local School District receives.

E. The parties agree that this Agreement is subject to the Exempted Property being used primarily for manufacturing, distribution, e-commerce fulfillment, warehousing, logistics, packaging, assembly, or office space and that the approvals and waivers provided by Eastland-Fairfield remain effective only if use of the Exempted Property is limited to the permitted uses according to the applicable zoning code for the Exempted Property in effect as of the date hereof with respect to the Exempted Property (as may be amended to permit warehousing, storage and distribution facilities, including truck and transfer terminals, light manufacturing, fabrication, processing, assembling, packaging, or treatment of goods, materials, and products, administrative offices ancillary to the above uses, and freestanding office uses), subject to variances granted in a manner consistent with applicable law. For the avoidance of doubt, in no event shall the Exempted Property be used for residential or multi-family purposes.

F. In return for the compensation to be provided herein, Eastland-Fairfield hereby waives all required notices in connection with approval of the CRA Agreement and the TIF Resolution, including but not limited to the forty-five day notices and the fourteen-day notices pursuant to R.C. Sections 3735.67, 3735.671, 5709.78, 5709.82 and 5709.83, respectively, and hereby waives any defects or irregularities related to the CRA Agreement and the TIF Resolution.

Section 2. Payment of Compensation Payments to Eastland-Fairfield.

A. Within thirty (30) days after each Building receives a certificate of occupancy, the Owner thereof shall notify Eastland-Fairfield of such certificate of occupancy and provide the approximate number of square feet that are located within the Building, as determined in accordance with BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012), the Exterior Wall Methodology (Method A), together with such supporting information as Eastland-Fairfield shall reasonably request.

B. Prior to June 1 and December 1 of each calendar year, following each tax year of the CRA Exemption for each Building, the Pickaway County Treasurer (the "County Treasurer") or a collection agent to be designated by Eastland-Fairfield (the "Collection Agent") shall calculate the amount of the PILOT Payment due in that semi-annual period to Eastland- Fairfield from each Owner based on the formula outlined in Section 1(B) and on the square footage provided pursuant to Section 2(A), and communicate such PILOT Payment amount in a written statement sent to each Owner (each, a "PILOT Statement"). Each semi-annual PILOT Statement shall specify that the amount due is one-half of the PILOT Payment for that year. Each Owner and Eastland-Fairfield shall provide any objections to the calculation in writing to the County Treasurer or the Collection Agent, as applicable, no later than thirty (30) days after receipt of a PILOT Statement. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter. If no objections are provided, the PILOT Payment certified on the applicable PILOT Statement shall be due from each Owner to Eastland-Fairfield no later than sixty (60) days after receipt of the PILOT Statement. If objections are noted, the objecting Owner and Eastland-Fairfield shall work in good faith with the County Treasurer or Collection Agent, as applicable, to correct the calculation, with payment to Eastland-Fairfield due no later than thirty (30) days after resolution of any objections. Developer and each Owner shall reasonably cooperate with the County or Collection Agent, as applicable, in the preparation of the PILOT Statements and in the calculation of the PILOT Payments.

C. The method of payment for any PILOT Payment or any other payment due under this Agreement shall be by wire transfer unless another method is mutually agreed upon between the Parties.

D. The County shall cause to be paid Annual School District TIF Compensation to Eastland-Fairfield for each Exemption Year during the Term, solely from the Service Payments deposited into the TIF Fund. The Annual School District TIF Compensation shall be paid in two (2) semi-annual installments during the Payment Year applicable to each Exemption Year during the Term. Each such semi-annual installment shall be paid to Eastland-Fairfield no later than thirty (30) days after the semi-annual settlement by the County Treasurer pursuant to which Service Payments are deposited into the TIF Fund in each Payment Year during the Term. As used in this subsection (D), capitalized terms have the following meanings:

"Annual School District TIF Compensation" means, for each Exemption Year, an annual amount equal to 100% of the real property taxes that Eastland-Fairfield would have been paid attributable to the Improvement to each Parcel if that Improvement had not been exempt from taxation pursuant to the TIF Resolution.

"County Treasurer" means the Treasurer for Pickaway County, Ohio.

"Exemption Year" means each tax year for which a TIF Exemption is provided for any Parcel of the Property pursuant to the TIF Resolution.

"Payment Year" means the calendar year immediately following each Exemption Year and is the year in which Service Payments for such Exemption Year are distributed.

"Term" means the period of time that commences on January 1 of the first Exemption Year and ends on December 31 of the last Payment Year.

"TIF Fund" means, the public improvement tax equivalent fund established in the TIF Resolution.

Section 3. **Reconciliation of Payments.** In the event Eastland-Fairfield wishes to reconcile the amount of any PILOT Payment, Eastland-Fairfield may request a meeting with Developer for that purpose. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter.

Section 4. **Amendment.** This Agreement may be amended or modified by the parties only in writing, signed by the parties to this Agreement.

Section 5. **Notices.** All notices, designations, certificates, requests or other communications under this Agreement shall be sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) e- mail, upon written acknowledgement of the same by the applicable recipient, or (iii) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business- day delivery, addressed to the following addresses:

If to Eastland-Fairfield:	Eastland-Fairfield Career & Technical Schools 4300 Amalgamated Place Groveport, OH 43125 Attn: Treasurer
If to Developer:	NP Rickenbacker BP, LLC 3315 N Oak Trafficway Kansas City, MO 64116 Attn: Brent Miles
With a copy to:	Montrose Law Firm, LLC 100 E Broad St., Suite 2320 Columbus, OH 43215 Attn: David J. Robinson
If to the County:	Pickaway County Department of Planning & Development 121 West Franklin Street Circleville, Ohio 43113 Attn: Tim McGinnis, Director

With a Copy To:	J. Caleb Bell, Esq. Bricker Graydon Wyatt LLP 100 S. Third St. Columbus, OH 43215
And, With a Copy To:	Pickaway Progress Partnership 1360 Lancaster Pike, Suite 111 Circleville, Ohio 43113 Attn: Brian Hill, Economic Development Director

Eastland-Fairfield, Developer, and the County may change their address for receiving notices and reports by giving written notice of such change to the other.

Section 6. **Severability.** Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal.

Section 7**. Filing of Agreement.** The Clerk of the Commissioners shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

Section 8. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 9. **Assignment.** This Agreement and the benefits and obligations hereof are not assignable by Developer or any Owner to another Owner without the approval of the County and Eastland-Fairfield; provided, however, that the County agrees not to withhold its approval of any assignment of the benefits and obligations by Developer or any Owner to another Owner so long as such assignee files with the County and Eastland-Fairfield an assumption agreement substantially in the form attached hereto as Exhibit B (each, an "Assumption Agreement"), wherein such transferee or assignee (each, an "Assignee"), inter alia, (a) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (b) certifies to the validity of the representations, warranties and covenants contained herein as to the Assignee. Within fifteen (15) days following receipt by the County of such Assumption Agreement, Eastland-Fairfield and the County shall acknowledge and consent to the execution of the Assumption Agreement and return the executed Assumption Agreement to or at the direction of the Assignee. For each Assumption Agreement filed with the County, the $1,000 assignment fee required by Section 15 of the CRA Agreement shall be due to the County (without duplication) within thirty (30) days after the complete execution of that Assumption Agreement.

Section 10. **Term.** This Agreement shall remain in effect for each portion of the Exempted Property for such period as the CRA Exemption is in effect for that portion of the Exempted Property.

Section 11. **Notice of Default, Cure and Remedy.** A party shall be in default of this Agreement if the party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from the other party. In the event such default or breach is not a Compensation Default (as defined hereinafter) and of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party shall upon written notice from any non- defaulting party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach. Any such default which continues uncured beyond the applicable cure period above shall constitute an "Event of Default".

The parties agree that a failure by Developer or an Owner to pay to, or otherwise satisfy in favor of, Eastland-Fairfield, any of the compensation required by this Agreement, if uncured within thirty (30) days after receipt of written notice thereof by the non-defaulting party, shall constitute a default under the CRA Agreement (each, a "Compensation Default").

In addition, the parties agree that notwithstanding anything in this Agreement to the contrary, neither an Owner's failure, or any of such Owner's respective successors, assigns, lessees, or sub-lessees, to make a PILOT Payment or any other payment when due hereunder with respect to the Owner's Building(s) and the corresponding CRA Exemption shall in any way impair or affect the CRA Exemptions as applicable to any other Building or portion of any Building not owned by such Owner.

An Event of Default will entitle the non-defaulting party to terminate this Agreement as to the portion of the Exempted Property owned by the defaulting party upon written notice to the defaulting party; and pursue any other remedy available at law or equity against such defaulting party.

Exhibit A

Project Description/Map

EXEMPTED PROPERTY SITE PLAN

The Project Site is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010001300, F1600010001301, F1600010001201, F1600010001205
F1600010001204 as the same may be split, combined, recombined, or renumbered, from time-to- time. A depiction of the Project Site plan is attached below.

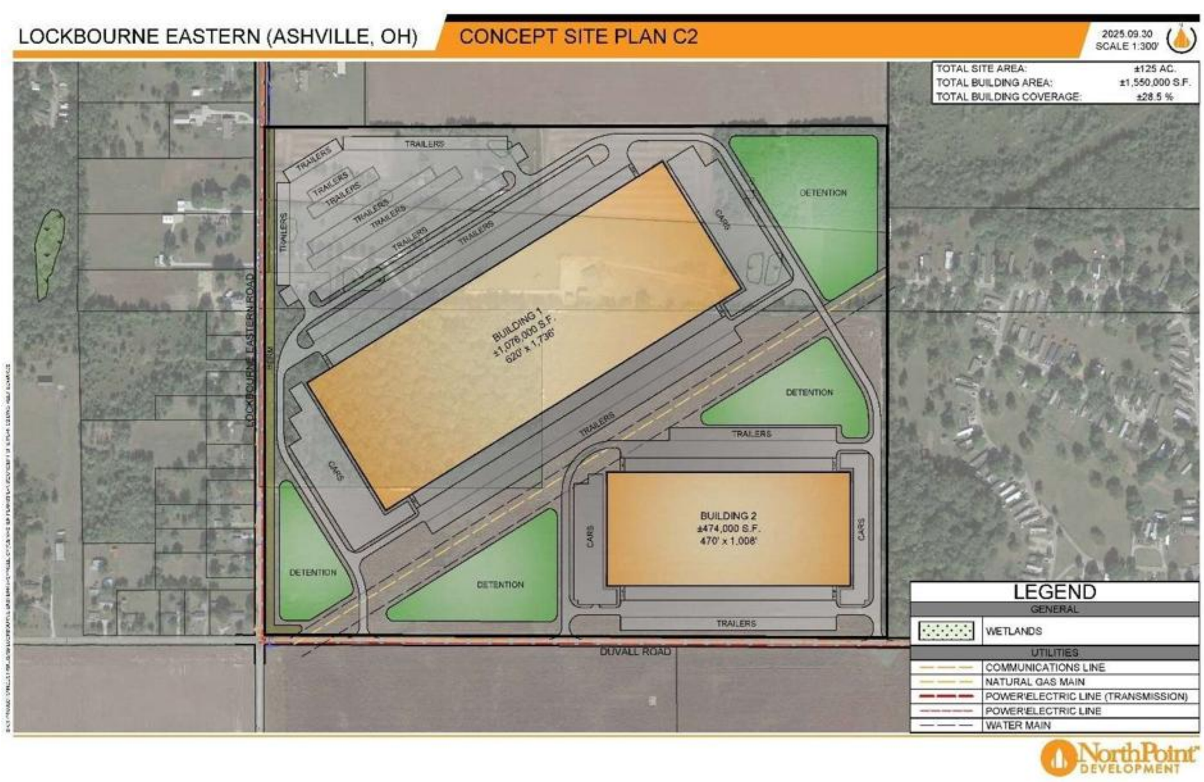


Exhibit B

Partial Assumption Agreement

PARTIAL ASSUMPTION AGREEMENT

This PARTIAL ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between____________________________ , a ______________________ [limited liability company][corporation] ("Assignee"), and ____________________, a ______________ [limited liability company][corporation] ("Assignor"), and acknowledged and consented to by the BOARD OF EDUCATION OF THE EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS ("Eastland-Fairfield", a school district and political subdivision of the State of Ohio), and the COUNTY OF PICKAWAY, OHIO, a political subdivision duly organized and validly existing under the constitution and laws of the State (the "County"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Compensation Agreement (as hereinafter defined).

WITNESSETH THAT:

WHEREAS, [Assignor or, if different, Developer], Eastland-Fairfield and the County have entered into that certain Madison Township Project Compensation Agreement dated , 2026 (as amended from time to time, the "Compensation Agreement") relating to the availability of CRA Exemptions to be provided by the County to Developer with respect to Buildings to be constructed on approximately 125 +/- acres of land located within Madison Township, Ohio (the "Exempted Property");

WHEREAS, Assignor has entered into a purchase agreement with Assignee whereby Assignee will acquire from Assignor a Parcel of the Exempted Property (that Parcel being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto) on which [a Building subject to a CRA Exemption is currently located][Assignee will construct a Building that is eligible for CRA Exemption];

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement as it relates to the Transferred Property, and Eastland-Fairfield and the County have, pursuant to the Compensation Agreement, agreed to consent to and acknowledge this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Compensation Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, Assignor and Assignee hereby agree as follows:

1. From and after the date of execution of this Agreement, Assignee 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 Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property.

2. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure 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 Assignee 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 Revised Code Section 3735.671 (C).

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, as authorized by the Eastland- Fairfield Resolution, Eastland-Fairfield and Assignor entered into the Compensation Agreement, which Compensation Agreement provides for specific payments from the Assignee to Eastland- Fairfield in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution of any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Compensation Agreement.

4. Each of the County and Eastland-Fairfield agree that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Compensation Agreement, and (b) in the same manner with like effect as if Assignee had been an original signatory to the Compensation Agreement.

5. Notices to the Assignee under the Compensation Agreement shall be addressed as follows:

If to the Assignee: [To be provided]

6. Upon execution of this Agreement, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
A Resolution Approving and Consenting To A Partial Assignment
And Assumption Agreement by And Among The County of Pickaway,
Ohio, Hart Columbus Logistics LLC, And Areit Columbus LC LLC, In Connection
With The Pickaway County Northern Industrial Area Amended and Restated
Community Reinvestment Area Agreement:

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

Resolution No: PC-082526-63

A RESOLUTION APPROVING AND CONSENTING TO A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG THE COUNTY OF PICKAWAY, OHIO, HART COLUMBUS LOGISTICS LLC, AND AREIT COLUMBUS LC LLC, IN CONNECTION WITH THE PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.66, this Board of County Commissioners (the "Board") of Pickaway County, Ohio (the "County") adopted a resolution on July 10, 2006 designating the area specified therein as the "Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") and authorized real property tax exemptions for industrial buildings and related site improvements, which designation was approved by the Ohio Director of Development on October 22, 2008; and,

WHEREAS, effective August 7, 2019, the County, the Columbus Regional Airport Authority (the "Authority"), and DRCS, LLC, a Delaware limited liability company (the "Developer") entered into a certain Amended and Restated Community Reinvestment Area Agreement (the "Amended and Restated CRA Agreement") relating to the development of a series of retail, non-retail business and industrial facilities and related site improvements (the "Project") on the Project Site, as more particularly defined in the Amended and Restated CRA Agreement; and,

WHEREAS, the County, DRCS 972, LLC, a Delaware limited liability company and a DCRS Related Entity (as defined in the Amended and Restated CRA Agreement), and HART Columbus Logistics LLC, a Delaware limited liability company (the "Assignor") entered into that certain "Assignment and Assumption Agreement" dated September 24, 2019; and,

WHEREAS, pursuant to the Assignment and Assumption Agreement, approved and acknowledged by the County, the Developer assigned the benefits and obligations under the Amended and Restated CRA Agreement to the Assignor; and,

WHEREAS, the Assignor has conveyed or intends to convey a portion of the Project Site to AREIT Columbus LC LLC, a Delaware limited liability company (the "Assignee"), which portion is described in the Partial Assignment and Assumption Agreement attached hereto as Exhibit A (the "Partial Assignment Agreement") as the "Transferred Property"; and,

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to the Assignee, the Assignee wishes to assume the rights and obligations of the Assignor under the Amended and Restated CRA Agreement and the Assignment and Assumption Agreement with respect to the Transferred Property, from and after the Effective Date, as more particularly set forth in the Partial Assignment Agreement; and,

WHEREAS, the Partial Assignment Agreement provides that, from and after the Effective Date, the Assignor will assign, and the Assignee will assume, the applicable obligations, agreements, covenants, restrictions, benefits, entitlements, and rights under the Amended and Restated CRA Agreement with respect to the Transferred Property; and,

WHEREAS, Section 16 of the Amended and Restated CRA Agreement provides that the Amended and Restated CRA Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed, and further provides that the County shall not withhold approval of such transfer or assignment so long as the applicable assignor files with the County an assumption agreement substantially in the form attached to the Amended and Restated CRA Agreement; and,

WHEREAS, this Board now desires to approve and consent to the Partial Assignment Agreement, substantially in the form attached hereto as Exhibit A, and to authorize the appropriate officials of the County to execute and deliver the Partial Assignment Agreement and such related documents as may be necessary or appropriate to carry out the intent of this Resolution.

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

Section 1. This Board hereby approves and consents to the Partial Assignment Agreement by and among the County, the Assignor, and the Assignee, substantially in the form attached hereto as Exhibit A, together with such changes or amendments thereto that are not inconsistent with this Resolution and not materially adverse to the County, as determined by the County Administrator, the Clerk of this Board, the County Prosecutor, special counsel to the County, or other appropriate County officials.

Section 2. This Board hereby authorizes and directs the County Administrator, the Clerk of this Board, their designees, and other appropriate officers or representatives of the County to execute and deliver, on behalf of the County, the Assignment Agreement and any related instruments, agreements, certificates, notices, forms, or other documents, and to take such further actions as may be necessary or appropriate in order to carry out the intent of this Resolution and the Partial Assignment Agreement. Such documents shall be in a form not substantially inconsistent with the terms of this Resolution, as the executing officials shall deem necessary or appropriate, as evidenced by their signature thereon.

Section 3. This Board hereby finds and determines that the approval and consent granted by this Resolution satisfy the express written approval requirements of Section 16 of the Amended and Restated CRA Agreement with respect to the assignment and assumption contemplated by the Partial Assignment Agreement.

Section 4. The Clerk of this Board is hereby authorized and directed to maintain a copy of this Resolution and the Partial Assignment Agreement with the records of this Board and to forward copies of this Resolution and/or the executed Partial Assignment Agreement to such parties and public officials as may be necessary or appropriate, including the Assignor, the Assignee, the Pickaway County Auditor, and any other person or entity as directed by the County Administrator or other appropriate County officials.

Section 5. This Board hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including R.C. Section 121.22.

Section 6. This Resolution shall take effect and be in full force immediately upon its passage and approval and shall be effective at the earliest date allowed by law.

EXHIBIT A

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
[See Attached]

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Partial Assignment and Assumption Agreement:

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

Resolution No: PC-082526-64

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into by and between **HART COLUMBUS LOGISTICS LLC**, a Delaware limited liability company (the "**Assignor**"), and **AREIT COLUMBUS LC LLC**, a Delaware limited liability company ("**Assignee**"), effective as of **____________, 2026** (the "**Effective Date**"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Amended and Restated Community Reinvestment Area Agreement (Northern Industrial CRA) dated as of August 7, 2019, but effective as of September 19, 2007 (the "**Amended and Restated CRA Agreement**"), between the County of Pickaway, Ohio (the "**County**"), a political subdivision duly organized and validly existing under the constitution and laws of the State of Ohio ("**State**"), the **COLUMBUS REGIONAL AIRPORT AUTHORITY** (the "**Authority**"), and **DRCS, LLC**, a Delaware limited liability company ("**DRCS**").

WITNESSETH:

WHEREAS, pursuant to Section 3735.66 of the Ohio Revised Code, the County has by a resolution adopted July 10, 2006 (the "**CRA Resolution**"), designated the area specified in that CRA Resolution as the "Northern Industrial Community Reinvestment Area" (the "**Northern Industrial CRA**") and authorized real property tax exemptions for industrial buildings and related site improvements, and that designation was approved by the Ohio Director of Development on October 22, 2008; and

WHEREAS, effective September 19, 2007 the Authority and the County entered into that certain CRA Agreement (the "**Original CRA Agreement**") relating to the development of a series of retail, non-retail business and industrial facilities and related site improvements on the CRAA Land (all as defined and more particularly described in the Original CRA Agreement and the Amended and Restated CRA Agreement and referred to herein as the "**Project**"); and

WHEREAS, pursuant to a certain undated Partial Assignment and Assumption Agreement by and among the Authority, the County and **DRCS 972, LLC**, a Delaware limited liability company ("**DRCS 972**") (which DRCS 972 is a DRCS Related Entity (as defined in the Amended and Restated CRA Agreement)) (such Partial Assignment and Assumption Agreement, the "**DRCS Assignment**"), **(a)** DRCS 972 agreed to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Original CRA Agreement to be performed and observed by the Owners with respect to the property known as **9570 Logistics Court, Columbus, Ohio**, as legally described on **Exhibit A** attached hereto and made a part hereof (the "**Transferred Property**"), **(b)** the County agreed that, as to the Transferred Property, DRCS 972 has and shall have all entitlements and rights to tax exemptions, and obligations, as both **(i)** an "Owner" under the Original CRA Agreement, and **(ii)** in the same manner and with like effect as if DRCS 972 had been an original signatory (i.e., the Authority) to the Original CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the Original CRA Agreement with respect to the Transferred Property without the consent of DRCS 972, and **(c)** the Authority assigned to DRCS 972 **(i)** all of the obligations, agreements, covenants and restrictions set forth in the Original CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and **(ii)** all of the benefits of the Original CRA Agreement with respect to the Transferred Property; and

WHEREAS, the County, the Authority and DRCS entered into that certain Amended and Restated Community Reinvestment Area Agreement dated as of August 7, 2019, but effective as of September 19, 2007, amending and restating the Original CRA Agreement (the "**Amended and Restated CRA Agreement**"); and

WHEREAS, pursuant to that certain Partial Assignment and Assumption Agreement by and between DRCS 972, the County and Assignor dated as of September 24, 2019 (the "**Hart Assignment**"), **(a)** Assignor agreed to be bound by, assume and perform, or ensure the performance of all of the obligations, agreements, covenants and restrictions set forth in the Original CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, **(b)** the County agreed that, as to the Transferred Property, Assignor has and shall have all entitlements and rights to tax exemptions, and obligations, as both **(i)** an "Owner" under the Original CRA Agreement, and **(ii)** in the same manner and with like effect as if Assignor has been an original signatory (i.e., the Authority) to the Original CRA Agreement, and **(c)** DRCS 972 assigned to Assignor **(i)** all of the obligations, agreements, covenants and restrictions set forth in the Original CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and **(ii)** all of the benefits of the Original CRA Agreement with respect to the Transferred Property; and

WHEREAS, through a scrivener's error, the Hart Assignment inadvertently referred to the Original CRA Agreement, rather than the Amended and Restated CRA Agreement, although the parties to the Hart Assignment intended to refer to the Amended and Restated CRA Agreement; and

WHEREAS, DRCS 972 conveyed the Transferred Property to Assignor pursuant to that certain Limited Warranty Deed recorded November 8, 2019, in the Official Records of Pickaway County, Ohio, as Instrument Number 201900006738;

WHEREAS, Assignor anticipates and plans to convey the Transferred Property to Assignee; and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Amended and Restated CRA Agreement relating to the Transferred Property, and the County by Resolution No. __________-_____________ passed _____________, 2026, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Amended and Restated CRA Agreement by approving the execution and delivery of this Agreement; and

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

1. Although the Hart Assignment referred to an assignment by DRCS 972 to Assignor of the **(a)** obligations, agreements, covenants and restrictions set forth in the Original CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and **(b)** benefits of the Original CRA Agreement with respect to the Transferred Property, the parties acknowledge and agree that DRCS 972 and DRCS shall be deemed to have assigned to Assignor (retroactively effective as of the effective date of the Hart Assignment) the **(aa)** obligations, agreements, covenants and restrictions set forth in the Amended and Restated CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and **(bb)** benefits of the Amended and Restated CRA Agreement with respect to the Transferred Property. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the **(A)** obligations, agreements, covenants and restrictions set forth in the Amended and Restated CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property arising from and after the Effective Date of this Agreement, and **(B)** benefits of the Amended and Restated CRA Agreement with respect to the Transferred Property arising from and after the Effective Date of this Agreement. From and after the Effective Date of this Agreement, Assignee 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 Amended and Restated CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, including the payment of the Millage Differential Amount in accordance with **Section 16** of the Amended and Restated CRA Agreement; and **(ii)** certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by the Authority in the Amended and Restated CRA Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections of the Amended and Restated CRA Agreement: **Section 1** (construction of the project), **Section 2** (employment positions), **Section 3** (provision of information), **Section 5** (payment of non-exempt taxes), **Section 9** (certification as to no delinquent taxes), **Section 10** (covenant as to no past due payments to the state), **Section 12** (non-discriminatory hiring), **Section 14** (covenant as to no false statements) and **Section 18** (annual fee requirements). In addition, to supplement **Section 1** and to provide detailed job creation or maintenance estimates, Assignee represents that there will be created or maintained on the Transferred Property in **2026** approximately **319** full-time equivalent employees ("**FTE**"). The estimates provided in this **Section 1** are good faith estimates provided pursuant to **Section 3735.671(B)** of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Transferred Property may increase or decrease significantly and that all employees at the Transferred Property will be hired by Owners or their respective lessees. Assignee agrees to timely provide all job postings to the County's Jobs Program office for hiring employees to fill new full-time and part-time positions to ensure that County residents are given a fair opportunity to apply for these employment opportunities. Assignee currently has **zero (0)** full-time, **zero (0)** part-time, permanent and **zero (0)** temporary positions at other sites in the State.

In addition, to supplement **Section 16** and to provide a specific **2007** land valuation as well as a minimum post-development land valuation, Assignee agrees that the Transferred Property will have a **2007** land value of **$7,425** per acre **($446,354.62)** and a minimum post-development land valuation for purposes of the calculation in **Section 16** of **$41,000** per acre **($2,464,719.10)**.

2. Assignee further certifies that **(i)** Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee 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 Assignee 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 Revised Code Section 3735.671(C).

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignee hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement.

4. Assignee acknowledges that County has approved and created a 100% 30-year tax increment financing ("**TIF**") that includes the Transferred Property and requires Assignee to make service payments in lieu of taxes (the "**Service Payments**") pursuant to Sections 5709.40 et seq. of the Revised Code (the "**TIF Statutes**"); *provided* that **(i)** Assignee 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 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 Amended and Restated CRA Agreement. Assignee agrees to cooperate in the execution of any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing that tax increment financing provided for in **Section 17** of the Amended and Restated CRA Agreement.

5. By executing this Agreement to approve and acknowledge this Agreement, the County hereby agrees that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both **(a)** an "Owner" under the Amended and Restated CRA Agreement, and **(b)** in the same manner and with like effect as if Assignee had been an original signatory (i.e., the Authority or DRCS) to the Amended and Restated CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the Amended and Restated CRA Agreement with respect to the Transferred Property without the consent of Assignee. The County further acknowledges and agrees that, notwithstanding any failure of Assignor (or Assignor's predecessor-in-interest) to comply with any of the obligations, agreements, covenants and restrictions set forth in the Amended and Restated CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property prior to the Effective Date (if and to the extent any such failures exist, "**Pre-Effective Date Defaults**"), effective as of the Effective Date, Assignee (and the Transferred Property) shall **(i)** be deemed in compliance with all of the obligations, agreements, covenants and restrictions set forth in the Amended and Restated CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property (the County hereby waiving any such Pre-Effective Date Defaults), and **(ii)** have all entitlements and rights to tax exemptions, and obligations, as both **(aa)** an "Owner" under the Amended and Restated CRA Agreement, and **(bb)** in the same manner and with like effect as if Assignee had been an original signatory (i.e., the Authority or DRCS) to the Amended and Restated CRA Agreement, including, but not limited to, the commitment of the County not to terminate or modify the exemptions granted or available under the Amended and Restated CRA Agreement with respect to the Transferred Property without the consent of Assignee.

6. Notices to Assignee with respect to the Amended and Restated CRA Agreement shall be addressed as follows:

AREIT COLUMBUS LC LLC
c/o Ares Management, LLC
1200 17th Street, 30th Floor
Denver, Colorado 80202
Attention: Legal Department
Email: RELegalNotices@aresmgmt.com

7. Upon execution of this Agreement, the Assignor is released from all liability under the Amended and Restated CRA Agreement with respect to the Transferred Property.

EXHIBIT A
TO THE PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

LEGAL DESCRIPTION OF TRANSFERRED PROPERTY

Situated in the State of Ohio, County of Pickaway, Section 13, Township 3, Range 22, Harrison Township and Section 18, Township 10, Range 21, Madison Township, Congress Lands East of the Scioto, and being all of Lot 2 of Rickenbacker Intermodal Campus South, Phase 2, as recorded in Plat Cabinet 3, Page 47, Recorder's Office, Pickaway County, Ohio.

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
2025 Pickaway County and Township
Resurfacing Project Contract C, Change
Order No. 5 with The Shelly Company
For Pickaway County Engineer:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve Change Order No. 2 for the 2025 Pickaway County and Township Resurfacing Project, Contract C. Contractor, The Shelly Company had a decrease in quantity therefore, requesting a change order for $31,659.82.

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Community Development Block Grant
Village of Williamsport Neighborhood
Revitalization Grant Contract "A"
Change Order No.2:

Tim McGinnis presented a change order for the Community Development Block Grant, Village of Williamsport Neighborhood Revitalization Grant Contract "A". The request is to increase the contract amount $7,560.00. Request is for additional time needed for Buy America exterior lights to arrive, and new work including cleaning foyer ceiling and walls to prepare to be painted. Also to prepare floor surface by Blast Trucking to remove old paint from floor, to apply epoxy floor coating. Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve change order #1 for the Community Development Block Grant, Village of Williamsport Neighborhood Revitalization Grant Contract "A".

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Planning Next, LLC Contract:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the Standard Form Contract with Planning Next, LLC to provide the Scope of Services in the Work Program. Planning Next, LLC's scope of work focuses on land use, establishing a unified land-use map and associated recommendations.

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Resolution Adopted Requesting
County Auditor to Place Delinquent
Sewer Payments on Tax Duplicates:

Upon the Commissioners' review of the list of people, provided by the Pickaway County Sanitary Engineer, that are delinquent at least 60 days on their sewerage payments, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-082526-65

BE IT RESOLVED, that the Board of Commissioners, Pickaway County Ohio, does hereby certify to the Pickaway County Auditor, Brad Washburn, that as of the 25th day of August 2026, there is a list of people that are delinquent at least 60 days on their sewage payments; and

BE IT FURTHER RESOLVED, that the Board of Commissioners request Auditor Brad Washburn to place the 2026 sewer assessments on the respective tax duplicates to be collected in the same manner as all other assessments.

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

Attest: ______________________________
Brandy Stewart, Clerk

*A copy of the list of landowners is on file in the commissioners' office and county auditor's office.

In the Matter of
Pickaway County Board of Elections
Is Requesting a Special Revenue Fund for the
Precinct Election Official Recruitment and Training Requirements Grant
Provided by the Ohio Secretary of State:

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

Resolution No. PC-082526-66

Pickaway County Board of Elections is requesting a special revenue fund for the Precinct Election Official Recruitment and Training Requirements Grant provided by the Ohio Secretary of State

WHEREAS, the Pickaway County Board of Elections is requesting a special revenue fund for the Precinct Election Official Recruitment and Training Requirements Grant provided by the Ohio Secretary of State. The Precinct Election Official Recruitment and Training Requirements Grant to ensure all PEOs receive comprehensive and updated training.

WHEREAS, the Board of Elections is requesting the special revenue fund for tracking and auditing of the Precinct Election Official Recruitment and Training Requirements Grant funds received.

THEREFORE, BE IT FURTHER RESOLVED, the Board of County Commissioners hereby authorize the creation of a special revenue fund for the Precinct Election Official Recruitment and Training Requirements Grant funding received.

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Allocation for August
2026 Sales Tax Collections:

Treasurer, John Howley administered the sales tax allocation for August 2026 Sales Tax collections in the following manner:

$68,527.79 to 4001.100.13.412100 – Capital Fund
$1,302,028.02 to 1001.100.13.412100 – General Fund

In the Matter of
Community Development Block Grant Program:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to repay an outstanding advance for Community Development Block Grant Program in the amount of $3,886.20.

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
ALB Renovations for
Pickaway County Prosecutors Office:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following estimate to install insulation in the attic in the amount of $6,630.00. The estimate includes the installation of 2-inch stiff foam in the cathederaled part of the ceiling, install Baffles for the blown-in insulation, and 19 inches of Owens Corning Blown in insulation.

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

Attest: ______________________________
Brandy Stewart, Clerk

In the Matter of
Memorial Hall:

Mr. Nathan Smith met with the Commissioners on behalf of SMA and the Roundtown Players Theater to discuss Memorial Hall. He expressed interest in strengthening the tenants' relationship with Pickaway County, improving stewardship of the building, and expanding community use of the facility.

Mr. Smith asked about possible grants, fundraising opportunities, and the process for making building improvements, including updates to the lift, lighting, and painting. The Commissioners discussed that minor improvements should be coordinated with Marc Rogols and that larger projects or grant applications should be brought before the County for review prior to moving forward.
The Commissioners indicated that a letter of support may be considered for appropriate grant opportunities. Discussion also included potential use of the museum space, community availability of the building, and the possibility of holding quarterly meetings between tenant representatives and the Commissioners, which the Commissioners supported.

In the Matter of
Executive Session:

At 11:35 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (6) to discuss details of security arrangements and emergency response protocols for a public body or public office, with Spencer Bennett, Scioto Twp. Fire Department, Tiffany Nash, EMA Director, Robert Adkins, IT Director, Eric Cotton, IT Lead Support Technician, Mark Yarnell, Yarnell Consulting, Marc Rogols, County Administrator, Angela Karr, County Deputy Administrator and, Brandy Stewart Clerk in attendance.

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

Attest: ______________________________
Brandy Stewart, Clerk

At 12:04 p.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, absent; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: ______________________________
Brandy Stewart, Clerk

No action taken.

In the Matter of
County Administrator Report:

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

following is a summary of the report provided by Mark Rogols, County Administrator:

- Health Insurance –
  - Matt Schoeppe (Wilson Partners) continues working on proposal for Life/Disability change. Completed conference call as timeline preparation Thursday, 7/16/26. Presentation to Commissioners 9/15/26.
- Maintenance –
  - Probate Court – Renovation continues / Lights completed
- Miscellaneous –
  - CEBCO 5.6 % increase, cost to employees and county 80/20 continues across the board.
  - Continue revising the Fairgrounds Lease update and payments. Meeting with Von is pending.
  - Ag Hall of Fame is Thursday, September 3, 2026.
  - Meetings:
    - Last Thursday, August 20, 2026, meeting with Fayette County Administrator Kate Wells Reorganizing – New position.
      Wednesday, August 26, 2026, virtual CCAO Group Retro Group Meeting.
      Thursday, August 27, 2026, CORSA HR Training / Elected Officials, Dept Heads, Supervisors at JFS in the large conference room.

- Smart Growth Committee – General Discussion
- Maximus – General Discussion
- Palmer Energy Report from August 20, 2026.
- CEBCO 2027 Open Enrollment Booklet Dates October 26, 2026 – November 6, 2026.
- ALB Renovations Estimate – Prosecutor's Office Atiac Insulation Approval.

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 August 22, 2026.

A total of $310.00 was reported collected as follows: $105 in dog licenses issued, $90 dog license late penalty, $35 adoptions, $25 redemptions, $30 barding revenue, and $25 microchip fees.

One (1) stray dog was processed in; one (1) dog was adopted.

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

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

____
Jay H. Wippel, President {absent}

____
Harold R. Henson, Vice President

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

Attest: ______________________________
Brandy Stewart, Clerk