



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

November 5, 2024

#1 ***Clerk—General***

#2 **9:00** ***Executive Session—Pending Litigation with Legal Counsel Present
Pursuant to ORC 121.22(G)(3)***

The Board of Commissioners' public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#)

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

M. moved for adoption of the foregoing resolution being seconded by M. Upon call of the roll, the following vote resulted:

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/kp

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount	
COR	STRYKER SALES CORPORATION	COR Gurney	\$ 21,956.69	*capital purchase/ sole source
TEL	CDW LLC	TEL- LAPTOPS & DOCS FOR ECC- P	\$ 15,532.54	*capital purchase/ state contract
FAC	RJE BUSINESS INTERIORS CINCINNATI OH INC	FAC - WORKSTATION FURNITURE FO	\$ 284,255.79	*capital purchase/ state contract
GRA	MARY S GEISLER/ ENVIRON EDUCAT	CONSULTANT AGREEMENT ENVIRONME	\$ 11,300.00	*purchaed service/ contract in packet
GRA	FAMILY PROMISE OF WARREN COUNTY	FAMILY PROMISE FY 2024 CDBG EN	\$ 63,000.00	*purchaed service/ contract in packet
GRA	SAFE ON MAIN INC	FY-2024 SAFE ON MAIN ENTITLEME	\$ 37,000.00	*purchaed service/ contract in packet
GRA	A A MOHAN/ VALLEY TRANSPORT	AMENDMENT #1 CONTRACT FOR TRAN	\$ 1,400,000.00	*purchaed service/ contract in packet

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount	
SEW	SMITH AND BROWN CONTRACTORS	SEW HUNTER SEWR IMPROVMNTS	\$ 53,970.45	*increase
FAC	GARBER ELECTRICAL CONTRACTORS	FAC ELECTRICAL REPAIR	\$ 13,345.00	*increase
ENG	DDK CONSTRUCTION	ENG MCCLURE RD BRDG REHAB	\$ 24,724.41	*increase

APPROVED 11/5/24 BY:

Martin Russell, County Administrator

CONSENT AGENDA*

November 5, 2024

Approve the minutes of the October 29, 2024 Commissioners' Meeting.

PERSONNEL

1. *Hire Maggie Lucas as Administrative Clerk within Children Services, Paul Hicks as Custodial Worker I within Facilities, and Corey Hammond as Eligibility Referral Specialist II within Human Services*
2. *Approve lateral transfer of Amanda Rauh to Screener III within Children Services*
3. *Approve reclassification of Sheila Speaks to Protective Services Caseworker III within Children Services*
4. *Approve end of 365- day probationary period and pay increase for Sarah Hull within Grants Administration*

GENERAL

5. *Advertise for electronic sealed bids for the 2025 Water Treatment Chemicals Project*
6. *Declare an emergency and waive competitive bidding for the immediate replacement of the West Entrance at the County Court Building*
7. *Approve Change Order No. 1 with DDK Construction for the McClure Road Bridge Rehabilitation Project*
8. *Enter into agreement with Family Promise of Warren County and Safe on Main Inc. relative to the FY24 CDBG Entitlement Program*
9. *Designating households with children ages 0-5 a class of beneficiaries that suffered a negative economic impact of Covid-19 and entering into a subrecipient agreement with the Warren County Foundation relative to the ARPA Coronavirus State and Local Fiscal Recovery Funds*
10. *Approving Amendment No. 1 to the contract with Valley Transport, LLC*
11. *Approve an agreement with JAVS*
12. *Approve addendum to contracts with Warren County Career Center, Kings Local School District, and St. Margaret of York on behalf of the Sheriff's Office*
13. *Authorize additional leak adjustment for excess water and sewer usage at 7450 Heaton Circle in Maineville*
14. *Enter into agreement with Environmental Educators Inc. on behalf of Solid Waste and W/S*
15. *Approve Change Order No. 1 to the contract with Smith and Brown Contractors, Inc. for the Hunter Sewer System Improvements Project*
16. *Enter into agreement with MP2 Energy for electric generation services to various facilities throughout the county*
17. *Approve amendments to the agreements with JobWorks, Inc. and Easter Seals Tristate, LLC on behalf of the Area 12 Workforce Development Board*
18. *Authorize transfer of 15 used XTS2500 radios to the Avery County Sheriff's Office in Newland, North Carolina*
19. *Acknowledge approval of financial transactions*
20. *Acknowledge payment of bills*
21. *Approve performance bond agreement for Renaissance Section 11 in the City of Middletown*

FINANCIALS

22. *Accept an amended certificate and approve a supplemental appropriation into McClure Road Rehabilitation Project*
23. *Approve supplemental appropriations into Local Fiscal Recovery and Lodging Tax*
24. *Approve appropriation adjustments within Commissioners', Juvenile, Probate, County Court, IT, Engineer's, Telecommunications, and Water Revenue*

**Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda*

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Entering into a partial assignment and assumption agreement with CFPN Ohio, LLC and Louis 1884 Investments, Inc. relative to the previously authorized Community Reinvestment Area Agreement.

ENTERING INTO A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CFPN OHIO, LLC AND LOUIS 1884 INVESTMENTS, INC. RELATIVE TO THE PREVIOUSLY AUTHORIZED COMMUNITY REINVESTMENT AREA AGREEMENT.

WHEREAS, pursuant to Resolution #18-1777, adopted November 13, 2018, this Board authorized the creation of a Community Reinvestment Area in Turtlecreek Township; and

WHEREAS, pursuant to Resolution #21-0719, adopted May 25, 2021, this Board entered into a Community Reinvestment Area Agreement with CFPN Ohio, LLC; and

WHEREAS, pursuant to Resolution #22- 0476, adopted April 5, 2022, this Board approved Amendment No. 1 to the Community Reinvestment Area Agreement with CFPN Ohio, LLC; and

WHEREAS, pursuant to Resolution #23-1109, adopted August 29, 2023, this Board approved Amendment No. 2 to the Community Reinvestment Area Agreement with CFPN Ohio, LLC; and

WHEREAS, as contemplated within the agreement and amendments, Exhibit C.2 provides a form of partial assignment and assumption of the terms of the agreement between CFPN Ohio, LLC and a third-party, and

WHEREAS, CFPN Ohio, LLC has submitted the necessary documentation to effectuate the partial assignment and assumption agreement with CFPN Ohio, LLC and Louis 1884 Investments, Inc.; and

WHEREAS, the documentation submitted is provided as Exhibit A to this Resolution.

NOW, THEREFORE BE IT RESOLVED, to enter into a partial assignment and assumption with CFPN Ohio, LLC and Louis 1884 Investments, Inc.

M. ___ moved for adoption of the foregoing resolution being seconded by M. _____. Upon call of the roll, the following vote resulted:

- Mr. Young –
- Mr. Grossmann –
- Mrs. Jones –

Resolution adopted this 5th day of November 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: CFPN Ohio LLC
Louis 1884 Investments, Inc.
Economic Development (file)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the Board of Commissioners of Warren County, Ohio (the "County"), a political subdivision of the State of Ohio, CFPN OHIO, LLC, a Delaware limited liability company (the "Company") and LOUIS 1884 INVESTMENTS, INC., a Michigan corporation (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between CFPN Ohio, LLC ("Developer") and the County, made effective May 25, 2021 (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 18-1777 adopted on 11/13/2018, created the Turtlecreek Township Community Reinvestment Area Community Reinvestment Area (the "CRA") to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on May 25, 2021, the Developer and the County entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain Limited Warranty Deed dated as of September 12, 2024 (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Successor has succeeded on September 12, 2024 (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

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

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the

Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Fee"), and Section 24 ("Notice of Vacancy").

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect [the following portion will be included if the facts support it] [, confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property,] and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

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

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Louis 1884 Investments, Inc.
3100 E. High Street
Jackson, Michigan 49203
Phone: 517-788-3286

6. The Successor certifies that it has approved this Agreement and authorized its representative by company resolution or other written authorizing instrument(s) to enter into this agreement, and legally bind the Company to the obligations set forth herein and reference Community Reinvestment Area Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

WARREN COUNTY BOARD OF COMMISSIONERS

By: _____

Print Name: _____

Title: _____

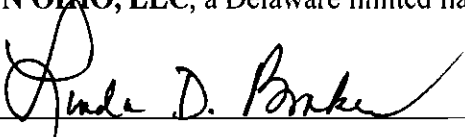
By Resolution No. _____ dated _____, 2024

Verified and Certified:

APPROVED AS TO FORM:

COMPANY

CFPN OHIO, LLC, a Delaware limited liability company

By: 

Print Name: Linda D. Booker

Title: Secretary and Chief Financial Officer _____

SUCCESSOR

LOUIS 1884 INVESTMENTS, INC, a Michigan corporation

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

WARREN COUNTY BOARD OF COMMISSIONERS

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 2024
Verified and Certified:

APPROVED AS TO FORM:

COMPANY

CFPN OHIO, LLC, a Delaware limited liability company

By: Linda D. Booker

Print Name: Linda D. Booker

Title: Secretary and Chief Financial Officer _____

SUCCESSOR

LOUIS 1884 INVESTMENTS, INC, a Michigan corporation

By: John F. Rumlak

Print Name: John F. Rumlak

Title: Vice President

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

CFPN OHIO, LLC,
a Delaware limited liability company

By: 

Print Name: Linda D. Booker

Title: Secretary and Chief Financial Officer

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

Resolution

Number 21-0719

Adopted Date May 25, 2021

RESOLUTION TO ENTER INTO COMMUNITY REINVESTMENT AREA AGREEMENT WITH CFPN OHIO, LLC AND LEBANON CITY SCHOOL DISTRICT

WHEREAS, the Warren County Board of Commissioners (hereinafter "County"), by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution"), designating the area specified in the Resolution as the Community Reinvestment Area (the "CRA") pursuant to R.C. Sections 3735.65 through 3735.70, 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, CFPN OHIO, LLC (hereinafter "Developer") has submitted to the County an application for a community reinvestment area agreement seeking real property tax abatement for the real property contained within Turtlecreek Township, Warren County and the CRA, consisting of 292.8794 Acres (hereinafter "Project Site"); and,

WHEREAS, CFPN OHIO, LLC has described in its application that the Project Site will be developed as a commerce center, including but not limited to multiple distribution warehouse buildings together with related site improvements consisting of a total of approximately 4,000,000 square feet in total improvements, and generating approximately \$45,000,000 in total payroll; and,

WHEREAS, the Project Area is located in the Lebanon City School District [hereinafter "School District"], and the board of education of the School District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement and has (i) approved the terms of this Agreement, including the maximum abatement of real property tax permitted by the Resolution of 75% for fifteen (15) years subject to the terms below; (ii) waived their rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement.

NOW THEREFORE BE IT RESOLVED, to enter into the Community Reinvestment Area Agreement [attached below] with Developer and the School District pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B)

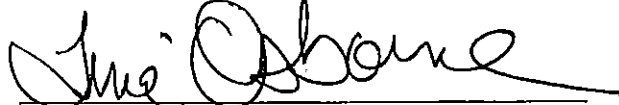
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

RESOLUTION #21- 0719
May 25, 2021
PAGE 2

Resolution adopted this 25th day of May 2021.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: C/A-- CFPN OHIO, LLC
Economic Development (file)

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") is made and entered into as of 5-25, 2021 by and among the WARREN COUNTY BOARD OF COMMISSIONERS (the "COUNTY"), a political subdivision in the State of Ohio (the "State"), whose address is 406 Justice Drive, Lebanon, Ohio 45036, the Lebanon City School District Board of Education, whose address is 160 Miller Road, Lebanon, Ohio 45036 (the "School District"), and CFPN Ohio, LLC, with offices located at 1230 Peachtree Street NE, Suite 3560, Atlanta, Georgia 30309 ("Developer").

WITNESSETH:

WHEREAS, the County desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of Turtlecreek Township, Warren County, Ohio that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the County, by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution"), designated the area specified in the Resolution as the Community Reinvestment Area (the "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, the Developer acquired the real property contained within Warren County and the CRA, consisting of 292.8794 Acres, described in Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Developer has submitted to the County an application for a community reinvestment area agreement (the "Application"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer proposes to establish on all or a portion of the Project Site in multiple phases a commerce center, including but not limited to distribution warehouse buildings together with related site improvements, as described in the Application (collectively, the "Project") (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Developer plans to equip or occupy a portion of the Project Site in phases: Phase 1 begins with development of Building 1 consisting of 1,000,000 square feet and hired employees at the Project Site; Phase 2 involves development of Building 2 consisting of 300,000 square feet and Building 3 consisting of 700,000 square feet and additional hired employees; Phase 3 involves development of Building 4 consisting of 800,000 square feet and additional hired employees. Developer projects 100 to 200 full-time equivalent employees being

Project Site. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is \$0. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer located at the Project Site prior to the execution of this Agreement is \$0. The average value for Ohio personal property tax purposes of the inventory of the Developer held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The average value for Ohio personal property tax purposes of the inventory of the Developer at the Project Site prior to the execution of this Agreement is \$0.

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July 2021; and the scheduled estimated completion month for such investments is no later than September 2029. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. Employee Positions. The Owners estimate that there will be created at the Project Site in multiple phases, cumulatively, 1,200 full-time equivalent employee positions with an aggregate annual payroll of \$45,000,000 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in the September 2022 and to continue incrementally over the succeeding 8 years. Currently, the Owners have 0 employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Developer has 0 employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by other Owners.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

6. Real Property Tax Exemption. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The

benchmarks described in Sections 6.1-6.3 below are referred to herein as the "Building Benchmarks."

6.1 Phase 1. No sooner than December 31, 2023, if Phase 1 is completed such that the real property is developed with a total of 1,000,000 square feet of improvements OR improvements with a Phase 1 true valuation for property tax purposes of \$41,430,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 1. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.2 Phase 2. No sooner than December 31, 2025, if Phase 2 is completed such that the real property is developed as described in Paragraph 6.1 and is further developed with a cumulative total of 2,000,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$83,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to the Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 2. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.3 Phase 3. No sooner than December 31, 2027, if Phase 3 is completed such that the real property is developed as described in Paragraph 6.2 and is further developed with a cumulative total of 2,800,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$116,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 3. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.4 The information necessary to determine the Owners' compliance with Sections 6.1-6.3 above shall be determined by the County based on the required annual reports completed pursuant to Section 5 hereof. Upon a determination by the County that compliance with the above Building Benchmarks has not been met for a particular reporting year, the County shall provide written notice to the applicable Owner(s) of such non-compliance. The affected Owner(s) shall have thirty (30) days after receipt of such written notice to provide information to the County that demonstrates compliance with the required Building Benchmarks. If compliance cannot be proven after the expiration of the 30-day period, the County shall have the right to reduce the exemption as provided above.

No exemption shall commence after tax year 2030 (i.e., tax lien date January 1, 2030) nor extend beyond tax year 2045 (i.e., tax lien date January 1, 2045).

Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County for the CRA, following the completion of construction of that real property improvement. The County agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Warren County Auditor.

8. Payment of Non-Exempt Taxes.

A. Each Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). For purposes of this Section 8, "taxes" means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any Parcel.

B. Pursuant to the applicable JEDD Agreement between Turtlecreek Township and the City of Monroe established in 2021, each Occupant (defined below) shall pay such municipal or JEDD income taxes as are levied against such Occupant and shall file all tax reports and returns as required by law in connection therewith. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building, whether such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by an Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to an Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies.

C. Further, during each and every year of the term of any real property tax exemption provided under this Agreement, Owners shall maintain the following total annualized payroll: Phase 1 – \$6,000,000 by December 31, 2023, increasing to \$11,000,000 by December 31, 2024; Phase 2 – a cumulative amount of \$16,800,000 by December 31, 2025, increasing to a cumulative amount of \$22,400,000 by December 31, 2026; Phase 3 – a cumulative amount of \$28,000,000 by December 31, 2027, increasing to a cumulative amount of \$33,700,000 by December 31, 2028; a cumulative amount of \$39,300,000 by December 31, 2029, increasing to

a cumulative amount of \$45,000,000 by December 31, 2030 (collectively, the "Payroll Benchmarks"). If the Owners fail to maintain payroll equal to at least 90% of the Payroll Benchmarks, any such Owner failing to meet the Payroll Benchmarks shall make payments in lieu of municipal or JEDD income taxes equivalent to the income taxes generated by 90% of the difference between the actual payroll for the applicable year and the Payroll Benchmarks ("Maintenance payments") and as shall be agreed upon in a separate development agreement. If an Occupant fails to pay such taxes, Maintenance payments, or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within sixty (60) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), all exemptions from taxation granted under this Agreement with respect to the Building occupied by such Occupant shall be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the County.

D. In addition, each Owner agrees to contractually require each Occupant of each such Owner's Buildings to provide such information, in such content, detail, and format as shall be reasonably determined by the County, that may be required by the County to enforce this agreement's provisions pertaining to municipal income tax or JEDD income tax, including its obligations to account for and share income tax revenue with any other entity. Each Owner shall include in any lease, license, or any other agreement with any Occupant an acknowledgment of this obligation. Each Owner acknowledges that failure by an Occupant to provide such information may be grounds for modification or termination of the exemptions granted under this Agreement with respect to the portion of any Building occupied by a defaulting Occupant, after the County first provides sixty (60) days' written notice to the Occupant and the Owner in the manner set forth above.

Each Owner hereby irrevocably waives the right to contest its property valuation by filing a complaint against the valuation of real property with the Warren County Board of Revision; an appeal with the Board of Tax Appeals or a court of competent jurisdiction; or, in any other way seek reduction of the county auditor's valuation during the applicable term of the real property tax abatement provided under this Agreement.

Owner shall cooperate in the formation of including without limitation signing any and all necessary statements, contracts or documents requesting the property be included within a joint economic development district if or when such district is created by the legislative authority of the

applicable municipal corporations and townships, and Owner hereby irrevocably waives its right to withdraw its signature or request to be included in such joint economic development district.

9. Cooperation of the County. The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The County shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building, zoning or other permits, and (ii) all other activities related to the Project.

10. Revocation of CRA. If for any reason the County revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2029.

11. Certification as to No Delinquent Taxes. The Developer hereby certifies for itself that at the time this Agreement is executed, (i) 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 it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. 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. Each Owner shall make the same certification as that made by the Developer in this Section 11 in any Assignment and Assumption Agreement.

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of any Owner or Occupant to pay any non-exempt taxes, real property taxes, municipal income taxes, or JBDD income taxes), or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension, or modification, as provided in this Section, shall have no effect on exemptions from

taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the County, the County shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the Owner or entity primarily responsible for the material failure.

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

14. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment; Release from Liability.

A. Except as provided below, this 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. The County hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Developer, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity controlling, controlled by, or under common control with the Developer and (a) in which the Developer has at least 50% direct or indirect ownership; (b) that has at least 50% direct or indirect ownership of the Developer; or (c) that shares at least 50% direct or indirect common ownership with the Developer; (iii) any new arm's length investor in all or a portion of the Project; and/or (iv) successor entities to any such Permitted Transferee as described in the preceding clauses (i), (ii) and (iii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the County an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially one of the forms attached hereto as Exhibit C.1 and Exhibit C.2, wherein such Permitted Transferee (i) assumes all obligations of the Company under this Agreement with respect to the Transferred

Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the County of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The County agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

B. As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the County of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages 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.

18. Severability; Construction; Headings. 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. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope, or intent of any provisions hereof.

19. Validity. The Owners covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

20. Modifications. If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement.

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and 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) 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, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the County, to:

Matthew Schnipke

Director of Economic Development

Warren County

406 Justice Drive, Suite 301

Lebanon, OH 45036

If to the Developer, to:

Douglas A. Armbruster

Senior Vice President and Managing Director

Core5 Industrial Partners, LLC

250 Grandview Drive, Suite 260

Ft. Mitchell, KY 41017

With copy to:

[corporate counsel]

And to:

Chris L. Connelly, Esq.

Taft Stettinius & Hollister LLP

65 E. State Street, Suite 1000

Columbus, OH 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a

misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

23. Fee. The Developer shall pay an annual fee to the County equal to \$2,500 pursuant to R.C. Section 3735.671(D). While this agreement is in effect, this payment shall be made annually concurrent with the annual TIRC filings due March 31 of each year.

24. Notice of Vacancy. If at any time during the term of this Agreement any Owner shall receive notice from any Occupant that such Occupant shall vacate its right to occupy or use any portion of the Property, such Owner shall, within twenty (20) business days of its receipt of such notice, send such notice to the County in accordance with the provisions of this Agreement regarding notice.

25. Estoppel Certificate. Upon request of an Owner, the County shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

26. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between the Developer and the County pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Developer and the County in connection with such subject matter.

27. Jurisdiction and Venue. This agreement, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Ohio, and disputes of any kind arising out of this agreement shall be brought only in the Court of Common Pleas of Warren County, Ohio unless the parties mutually agree to resolution by mediation. The parties hereby consent to the said jurisdiction, venue and irrevocably waive the right to bring or remove disputes of any kind in or to any other county, state, or federal court.

[Remainder of this Page Intentionally Left Blank.]

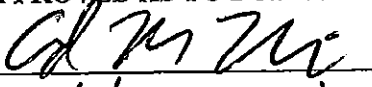
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WARREN COUNTY BOARD OF COMMISSIONERS,

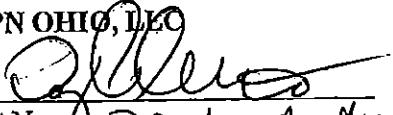
By: 

By Resolution No. dated

APPROVED AS TO FORM:


Adam M. Nica, A.P.A.

CFPN OHIO, LLC

By: 
Print Name: Douglas A. Akembauer
Title: ASST Secretary

STATE OF Ohio
COUNTY OF Warren SS:

The foregoing instrument was signed and acknowledged before me this 25th day of May, 2021, by. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Tina Osborne
Notary Public

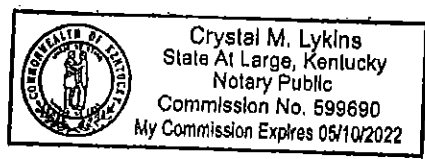


TINA OSBORNE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 30, 2028

STATE OF Kentucky
COUNTY OF Kenton SS:

The foregoing instrument was signed and acknowledged before me this 24 day of May, 2021, by Douglas A. Anderson the Asst Secretary of, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the County within fifteen (15) days of execution.



Crystal M. Lykins
Notary Public

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement and waives any otherwise applicable time limitations in R.C. 3735.671.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

By: PEJ
Print Name: Paul E. Sotzing
Title: Treasurer
Date: 6/25/2021

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

EXHIBIT "A"
LEGAL DESCRIPTION

Description of 295.9888 acre parcel

Situated in Section 6, Township 3 East, Range 3 North and Section 36, Township 4 East, Range 3 North, M.R.S., Township of Turtlecreek, County of Warren, State of Ohio and being part of 1001.93 acres of real estate conveyed to The State of Ohio by deed recorded in Deed Book 124, Page 109 (all deed references to deeds, microfiche, plats, surveys, etc., refer to records of the Warren County, Ohio Recorders office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing at the southeast corner of Section 6 said point also being in the centerline of State Route 63;

Thence North 05° 34' 03" East, leaving said centerline of State Route 63 and along said section line, 30.40 feet to a point in the existing right of way of said State Route 63;

Thence South 84° 36' 48" East, along the existing right of way of State Route 63, 1055.70 feet to the south east corner of a 120.0002-acre tract of land conveyed to Warren General Property Co., LLC by O.R. Volume 5725, Page 433 and an iron pin found,

Thence North 05° 17' 35" East, along the east line of said Warren General Property Co., LLC, 30.00 feet to the TRUE PLACE OF BEGINNING;

Thence North 05° 17' 35" East, continuing along the east line of said Warren General Property Co., LLC, 2003.73 feet to an iron pin found at the northeast corner of said Warren General Property Co., LLC;

Thence North 84° 42' 29" West, along the northerly line of said Warren General Property Co., LLC, 2633.41 feet to an iron pin found at the northwest corner of said Warren General Property Co., LLC and being in the easterly line of a 51.157-acre tract of land conveyed to Frick Real Estate Ltd., by O.R. Volume 2373, page 996;

Thence North 20° 05' 20" East, along the west line of said State of Ohio Lands and the east line of lands of said Frick Real Estate Ltd., a 44.687-acre tract conveyed to S.S. Hempsted, LLC., by Deed Document #2020-021965 and the east line of a 60-acre tract conveyed to the Solid Rock Ministries International by O.R. Volume 5082, Page 417, 3399.01 feet to an iron pin set in the southerly line of lands of a

EXHIBIT "A"
(continued)

16.00-acre tract deed to the Board of Warren County Commissioners by Deed Book 418, Page 93 and the northerly line of said State of Ohio lands;

Thence S 84° 05' 40" East, along the northerly line of said State of Ohio lands and the being the southerly lines of lands of said Board of Warren County Commissioners, a 101.3540-acre tract conveyed Jeff and Shannon Wieland by Deed Document #2018-017173 and a 208.0348-acre tract conveyed FRL Real Estate, LLC. by Deed Document # 2018-003275, 2464.24 feet to a north easterly corner of said State of Ohio lands, Said corner being referenced by an iron pin found 1.47 feet North 06° 06' 09" East from said corner;

Thence South 06° 06' 09" West, along an easterly line of said State of Ohio lands and the westerly line of a 159.6665-acre tract conveyed to Grand Communities, LLC. (F.K.A. Grand Communities, LTD.) by O.R. Volume 5045, Page 910, 1400.13 feet to an iron pin found at a corner of said State of Ohio land and a corner of said Grand Communities, LLC. land;

Thence South 84° 19' 23" East, along a north line of the State of Ohio lands and a south line of said Grand Communities, LLC. land, 582.71 feet to an iron pin found at a north easterly corner of said State of Ohio Lands and a corner of said Grand Communities, LLC., land;

Thence South 06° 06' 50" West, along an east line of said State of Ohio and a west line of said Grand Communities, LLC. land, passing an iron pin found at 1794.45 feet at a corner of said State of Ohio lands and a corner of said Grand Communities, LLC. lands thence continuing on a new line through the State of Ohio lands a total distance of 3636.78 feet to an iron pin set;

Thence North 84° 50' 55" West, on a new line through the State of Ohio Lands, 170.39 feet to an iron pin set;

Thence South 51° 04' 44" West, on a new line through the State of Ohio Lands, 114.36 feet to an iron pin set;

Thence South 04° 59' 19" West, on a new line of through the State of Ohio lands, 145.54 feet to an iron pin set;

Thence North 84° 33' 59" West, on a new line through the lands of the State of Ohio, 957.94 feet to the TRUE PLACE OF BEGINNING.

The above described area contains 295.9888 acres of land more or less, of which the present road occupies 0.000 acres of land more or less (87.5466 acres in section

EXHIBIT "A"
(continued)

6) and (208,4422 acres in section 36). Subject to all recorded easements and right of ways and an ingress egress easement described below.

This description was prepared for the Ohio Department of Transportation under the direction of William H Helmick, Ohio Registered Surveyor No. 8030. Based on a survey performed in November of 2019. All iron pins set are 5/8" diameter and 30" in length and have a plastic cap marked "ODOT DIST 8". Bearings are Ohio State Plane South Zone(3402)(2011) as established by the ODOT VRS. To the best of my knowledge this description and the accompanying plat is a true and accurate representation of the conditions at that time.

The survey plat of which is file in Volume ____, Plat ____ of the Warren County Engineer's record of land surveys.

INGRESS-EGRESS EASEMENT

Commencing at the southeast corner of Section 6 said point also being in the centerline of State Route 63;

Thence North 05° 34' 03" East, leaving said centerline of State Route 63 and along said section line, 30.40 feet to a point in the existing right of way of said State Route 63;

Thence South 84° 36' 48" East, along the existing right of way of State Route 63, 1055.70 feet to the south east corner of lands conveyed to Warren General Property Co., LLC by O.R. Volume 5725, Page 433 and an iron pin found,

Thence North 05° 17' 35" East, along the east line of said Warren General Property Co., LLC, 30.00 feet to a point;

Thence South 84° 33' 59" East, along a new split line through said State of Ohio lands, 770.98 feet to the **TRUE PLACE OF BEGINNING;**

Thence N 59° 25' 46" E, along a new line through the lands of State of Ohio, 92.53 feet to a point;

Thence N 78° 33' 02" E, continuing a new line through the lands of State of Ohio, 44.89 feet to a point;

Thence S 84° 38' 05" E, continuing a new line through the lands of State of Ohio, 68.62 feet to a point in the west line of the sewer treatment plant;

EXHIBIT "A"
(continued)

Thence S 04° 59' 19" W, along the west line of the sewer treatment plant, 30.00 feet to a point;

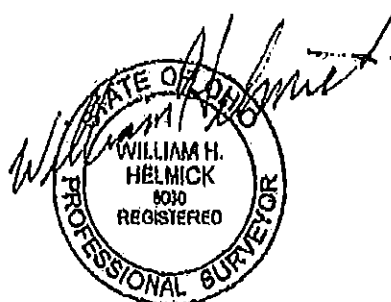
Thence N 84° 38' 05" W, on a new line through the lands of State of Ohio, 64.38 feet to a point;

Thence S 78° 33' 02" W, continuing a new line through the lands of State of Ohio, 35.40 feet to a point;

Thence S 59° 25' 46" W, continuing a new line through the lands of State of Ohio, 46.20 feet to a point;

Thence N 84° 33' 59" W, along a split line through the lands of State of Ohio, 51.03 feet to the TRUE PLACE OF BEGINNING.

The above described area contains 0.1212 acres of land more or less, of which the present road occupies 0.000 acres of land more or less. The purpose of this easement is to provide ingress and egress to the Ohio Department of Corrections sewer treatment plant and encompasses the existing drive to said plant.



9/15/2020

EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(attached hereto)

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the Warren County located in the County of Warren and CFPN Ohio, LLC.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

CFPN Ohio, LLC
Enterprise Name

Douglas A. Armbruster
Contact Person

1230 Peachtree Street NE Ste 3560
Atlanta Georgia 30309
Address

513-235-3933
Telephone Number

- b. Project site:

ODC Site Warren County / Turtle Creek Twp
Matt Schnipke, Warren County
Tammy Boggs, Turtle Creek Twp
Contact Person

Address

Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Logistics/Distribution/Warehousing/Light Assembly and Manufacturing

- b. List primary 6 digit North American Industry Classification System (NAICS) # 531390

Business numbers, may list other relevant SIC
6552

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: n/a)

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

LLC

3. Name of principal owner(s) or officers of the business.

CFPN Ohio, LLC

4. a. State the enterprise's current employment level at the proposed project site:

Zero

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ___ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

n/a

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

Zero

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

n/a

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

n/a

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No X

- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X
- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes ___ No X
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: Construction and development of 4-5 speculative warehouses containing cumulatively 2.5 million – 4 million square feet on approximately 292,8794 acres. The project is expected to be constructed in multiple phases.
7. Project will begin July, 2021 and be completed September, 2027 provided a tax exemption is provided.
8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):
Approximately 400-1,200 new FTEs.

- b. State the time frame of this projected hiring: 8 yrs.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):
Hiring to begin in approximately 2022 and continuing for 8 years, with approximately 100-200 new FTEs added each year.

9. a. Estimate the amount of annual payroll such new employees will add approximately \$14 million - \$45 million (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ n/a

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$ _____
B. Additions/New Construction:	\$ <u>116,000,000</u>
C. Improvements to existing buildings:	\$ _____
D. Machinery & Equipment:	\$ _____
E. Furniture & Fixtures:	\$ _____
F. Inventory:	\$ _____
Total New Project Investment:	\$ <u>116,000,000</u>

11. a. Business requests the following tax exemption incentives: 75 % for 15 years covering real property as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible) Core5 Industrial Partners will be developing 4 – 5 speculative warehouse on this property. Other areas in Ohio and outside of Ohio offer tax abatements. We need to have the abatement to be competitive with other areas.

Submission of this application expressly authorizes Warren County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

CFPN Ohio, LLC
Name of Property Owner


Signature

5/12/2021
Date

Douglas A. Armbruster, Sr. VP/Managing Director
Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

EXHIBIT C.1
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Intra-Affiliated Group

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the Warren County Board of Commissioners (the "County"), a political subdivision of the State of Ohio; _____, a _____ (the "Company") and _____, a _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between CFPN Ohio, LLC ("Developer") and the County, dated _____ (the "CRA Agreement," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 18-1777 adopted on November 13, 2018, created the Turtlecreek Township Community Reinvestment Area (the "CRA") to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Company and the County entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on _____, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

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

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Fee"), and Section 24 ("Notice of Vacancy").

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

3. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

4. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Phone: _____
Fax: _____

5. The Successor certifies that it has approved this Agreement and authorized its representative by company resolution or other written authorizing instrument(s) to enter into this agreement, and legally bind the Company to the obligations set forth herein and reference Community Reinvestment Area Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

WARREN COUNTY BOARD OF COMMISSIONERS

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 20__

Verified and Certified:

APPROVED AS TO FORM:

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____ [name of Successor]

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

CFPN OHIO, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT C.2
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Third Party

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the Board of Commissioners of Warren County, Ohio (the "County"), a political subdivision of the State of Ohio, _____, a _____ (the "Company") and _____, a _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between CFPN Ohio, LLC ("Developer") and the County, made effective _____ (the "CRA Agreement," a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 18-1777 adopted on 11/13/2018 _____, created the Turtlecreek Township Community Reinvestment Area Community Reinvestment Area (the "CRA") to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Developer and the County entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__, the Company succeeded on _____, 20__ to the interest of the Developer in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____, 20__ (the "Initial Assignment"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of Developer in and to the CRA Agreement with respect to the Transferred Property;

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on _____, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to

hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

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

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Fee"), and Section 24 ("Notice of Vacancy").

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect [the following portion will be included if the facts support it] [, confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property,] and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

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

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under

the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Phone: _____
Fax: _____

6. The Successor certifies that it has approved this Agreement and authorized its representative by company resolution or other written authorizing instrument(s) to enter into this agreement, and legally bind the Company to the obligations set forth herein and reference Community Reinvestment Area Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

WARREN COUNTY BOARD OF COMMISSIONERS

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 20__

Verified and Certified:

APPROVED AS TO FORM:

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____ [name of Successor]

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[]

By: _____
Print Name: _____
Title: _____

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-0476

Adopted Date April 05, 2022

APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE
CFPN OHIO, LLC COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, this Board by Resolution No. 21-0719, adopted on May 25, 2021, entered into the attached community reinvestment area agreement (the "Agreement"); and

WHEREAS, the Developer has requested that this Board agree to amend the Agreement which for the limited purposes of pushing back the performance metric and conclusion dates due to the late closing of the land and supply chain issues; and

WHEREAS, the Board of Education of the Lebanon City School District has approved and consented to the request for amendment; and

NOW THEREFORE BE IT RESOLVED, to approve the amendment to the said Agreement, and further authorize the President or Vice-President of the Board to execute Amendment No. 1, a copy of which is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—CFPN Ohio, LLC
Economic Development (file)

**AMENDMENT NO. 1
TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021**

THIS AMENDMENT No. 1 (the "Amendment") to the Community Reinvestment Area Agreement dated 5/25/2021 (the "Agreement") is entered by and between the WARREN COUNTY BOARD OF COMMISSIONERS (the "COUNTY") and CFPN OHIO, LLC, an Ohio limited liability company (the "OWNER"), with the approval and consent of the BOARD OF EDUCATION OF THE LEBANON CITY SCHOOL DISTRICT (the "LCSD") and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY, by Resolution No. 18-1777, adopted on November 13, 2018 (the "Resolution") designated the area specified in the Resolution as a Community Reinvestment Area ("CRA") pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (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, in accordance with the CRA Act, upon receipt of an application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

WHEREAS, the COUNTY, by Resolution No. 21-0719, adopted on May 25, 2021, entered into the Agreement with the OWNER, as well as obtained the required consent of LCSD; and,

WHEREAS, paragraph 3 of the Agreement sets forth the Project Schedule that provides the estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July, 2021, and the scheduled estimated completion month for such investments is no later than September 2029; and,

WHEREAS, paragraph 20 of the Agreement allows for modification of the terms of the Agreement to reflect the exact legal and financial structure used by the OWNER in developing, equipping, and operating the Project, upon the request by the OWNER to amend the Agreement; and,

WHEREAS, the OWNER has requested that the parties amend the Agreement in order to modify the terms of the Agreement only to the extent of the Project Schedule's estimated starting date and the estimated Project completion date.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and the OWNER, hereby agree to the following:

- A. To amend and restate paragraph 3 of the Agreement as follows:

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is March 1, 2022; and the scheduled estimated completion month for such investments is no later than December 31, 2031. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

B. To amend and restate paragraph 6 as follows:

6. Real Property Tax Exemption. Except as otherwise provided in paragraphs 6.1 – 6.4, the County hereby grants a minimum 10 year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The benchmarks described in Sections 6.1-6.3 below are referred to herein as the “Building Benchmarks.”

6.1 Phase 1. No later than December 31, 2025, if Phase 1 is completed such that the real property is developed with a total of 1,000,000 square feet of improvements OR improvements with a Phase 1 true valuation for property tax purposes of \$41,430,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 1. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.2 Phase 2. No later than December 31, 2027, if Phase 2 is completed such that the real property is developed as described in Paragraph 6.1 and is further developed with a cumulative total of 2,000,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$83,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to the Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 2. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.3 Phase 3. No later than December 31, 2029, if Phase 3 is completed such that the real property is developed as described in Paragraph 6.2 and is further developed with a cumulative total of 2,800,000 square feet of improvements OR improvements with a cumulative true valuation for property tax purposes of \$116,000,000, then the County hereby grants a 15 year, 75% real property tax exemption pursuant to R.C. 3735.67 to Owner[s] for the assessed value of the new improvements at the Project Site developed during Phase 3. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. If these benchmarks are not met, then the minimum real property tax exemption described in Paragraph 6 shall apply.

6.4 The information necessary to determine the Owners’ compliance with Sections 6.1-6.3 above shall be determined by the County based on the required annual reports completed pursuant to

Section 5 hereof. Upon a determination by the County that compliance with the above Building Benchmarks has not been met for a particular reporting year, the County shall provide written notice to the applicable Owner(s) of such non-compliance. The affected Owner(s) shall have thirty (30) days after receipt of such written notice to provide information to the County that demonstrates compliance with the required Building Benchmarks. If compliance cannot be proven after the expiration of the 30-day period, the County shall have the right to reduce the exemption as provided above.

No exemption shall commence after tax year 2032 (i.e., tax lien date January 1, 2032) nor extend beyond tax year 2047 (i.e., tax lien date January 1, 2047).

Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

C. All other terms, provisions, and obligations of the Agreement shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Addendum No. 1.

COUNTY

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS has caused this AMENDMENT No. 1 to be executed by Tom Grossmann its President or Vice-President, on the date stated below, pursuant to Resolution No. 22-0474, dated 4/5/22, a copy of which is attached hereto.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

SIGNATURE: [Signature]
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 4/5/22

Prepared and approved as to form by:
APPROVED AS TO FORM

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: Bruce A. McGary, Asst. Prosecutor
DATE: 4/5/2022

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 1 to be executed by Douglas A. Armbruster, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



Douglas A. Armbruster

Senior VP & Managing Director

3/31/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 1 TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE: SEE FOLLOWING PAGE

PRINTED NAME: _____


TITLE: _____

DATE: _____

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 1 to be executed by Douglas A. Armbruster, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC

SIGNATURE: 

PRINTED NAME: Douglas A. Armbruster

TITLE: Senior VP & Managing Director

DATE: 3/3/2022

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 1 TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE: 

PRINTED NAME: MICHAEL J LANE

TITLE: PRESIDENT - BOE

DATE: 3/21/22

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(attached hereto)

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

Resolution

Number 23-1109

Adopted Date August 29, 2023

APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE CFPN OHIO, LLC COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, on May 25, 2021, this Board adopted Resolution No. 21-0719 and entered into a Community Reinvestment Area Agreement (the "Agreement") with CFPN Ohio, LLC; and

WHEREAS, on April 5, 2022, this Board adopted Resolution No. 22-0476 and entered into Amendment No. 1 to the Agreement for the limited purpose of adjusting the Project Schedule and the Real Property Exemption dates; and,

WHEREAS, the developer has requested that this Board agree to amend the Agreement again for the limited purposes of pushing back the dates for the total annualized payroll for Phases 1-3, and the cumulative amount; and

NOW THEREFORE BE IT RESOLVED, to approve the amendment to the said Agreement, and further authorize the President or Vice-President of the Board to execute Amendment No. 2, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – yea
Mr. Grossmann – yea
Mr. Young – yea

Resolution adopted this 29th day of August 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – CFPN Ohio, LLC
Economic Development (file)

WHEREAS, the OWNER has requested that the parties amend the Agreement in order to modify the terms of the Agreement only to the extent of the Project Schedule's estimated starting date and the estimated Project completion date.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the COUNTY and the OWNER, hereby agree to the following:

- To amend and restate paragraph 8 [Payment of Non-exempt Taxes], subparagraph C, of the Agreement as follows:

C. Further, during each and every year of the term of any real property tax exemption provided under this Agreement, Owners shall maintain the following total annualized payroll:

Phase 1 – \$6,000,000 by December 31, 2025, increasing to \$11,000,000 by December 31, 2026;

Phase 2 – a cumulative amount of \$16,800,000 by December 31, 2027, increasing to a cumulative amount of \$22,400,000 by December 31, 2028;

Phase 3 – a cumulative amount of \$28,000,000 by December 31, 2029, increasing to a cumulative amount of \$33,700,000 by December 31, 2030;

and, a cumulative amount of \$39,300,000 by December 31, 2031, increasing to a cumulative amount of \$45,000,000 by December 31, 2032 (collectively, the "Payroll Benchmarks").

If the Owners fail to maintain payroll equal to at least 90% of the Payroll Benchmarks, any such Owner failing to meet the Payroll Benchmarks shall make payments in lieu of municipal or JEDD income taxes equivalent to the income taxes generated by 90% of the difference between the actual payroll for the applicable year and the Payroll Benchmarks ("Maintenance payments") and as shall be agreed upon in a separate development agreement. If an Occupant fails to pay such taxes, Maintenance payments, or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within sixty (60) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant and as permitted by law), all exemptions from taxation granted under this Agreement with respect to the Building occupied by such Occupant shall be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the County.

AMENDMENT NO. 2
TO THE COMMUNITY REINVESTMENT AREA AGREEMENT DATED 5/25/2021, AS AMENDED

THIS AMENDMENT No. 2 (“Amendment No. 2”) to the Community Reinvestment Area Agreement dated 5/25/2021 (the “CRA Agreement”), as amended on 4/5/2022 (“Amendment No. 1”), is entered by and between the WARREN COUNTY BOARD OF COMMISSIONERS (the “COUNTY”) and CFPN OHIO, LLC, an Ohio limited liability company (the “OWNER”), with the approval and consent of the BOARD OF EDUCATION OF THE LEBANON CITY SCHOOL DISTRICT (the “LCSD”), and shall be effective immediately upon execution by all the Parties.

WITNESSETH:

WHEREAS, the COUNTY, on November 13, 2018, adopted Resolution No. 18-1777, designated the area specified in such Resolution as a Community Reinvestment Area (“CRA”) pursuant to sections 3735.65 through 3735.70 of the Ohio Revised Code (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, in accordance with the CRA Act, upon receipt of a CRA application, the COUNTY may negotiate and enter into a community reinvestment agreement with an applicant, and as applicable, such agreement may require the consent of the local school district where the CRA is located; and,

WHEREAS, upon receipt of a CRA application from OWNER and with the required consent of LCSD, on May 25, 2021, the COUNTY adopted Resolution No. 21-0719 and entered into the Agreement with the OWNER; and,

WHEREAS, with the consent of LCSD, on April 5, 2022, the COUNTY adopted Resolution No. 22-0476 and entered into Amendment No. 1 to the Agreement with the OWNER to amend paragraphs 3 [Project Schedule] and 6 [Real Property Tax Exemption] of the Agreement, for the limited purpose of pushing back the performance metric and conclusion dates due to the late closing on the land acquisition and supply chain issues; and,

WHEREAS, subparagraphs 6.1 [Phase 1], 6.2 [Phase 2] and 6.3 [Phase 3] of Amendment No. 1 provides the estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is July, 2021, and the scheduled estimated completion month for such investments is no later than September 2029; and,

WHEREAS, paragraph 20 of the Agreement allows for modification of the terms of the Agreement to reflect the exact legal and financial structure used by the OWNER in developing, equipping, and operating the Project, upon the request by the OWNER to amend the Agreement; and,

B. All other terms, provisions, and obligations of the Agreement, unless otherwise amended by Amendment No. 1, shall remain the same and in full force and effect, except as provided for herein. In the event any conflict or dispute arises between the Agreement, Amendment No. 1, and this Amendment No. 2, such conflict or dispute shall be resolved in accordance with the terms and obligations set forth in this Addendum No. 2.

COUNTY

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COMMISSIONERS has caused this AMENDMENT No. 2 to be executed by Sharon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution No. 23-1109, dated 8-29-23 a copy of which is attached hereto.

WARREN COUNTY
BOARD OF COMMISSIONERS

SIGNATURE: Sharon Jones
PRINTED NAME: Sharon Jones
TITLE: President
DATE: 8-29-23

Prepared and approved as to form by:
APPROVED AS TO FORM

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Bruce A. McGary
By: Bruce A. McGary, Asst. Prosecutor
DATE: 8/29/23

OWNER

IN EXECUTION WHEREOF, CFPN OHIO, LLC, an Ohio limited liability company, has caused this AMENDMENT No. 2 to be executed by _____, its authorized representative, who has set his or her hand hereto on the date stated below, and has attached hereto the company's resolution, written consent action, or a written certification that the Company's operating agreement authorized the representative named herein to execute this AMENDMENT No. 1, a copy of which is attached hereto.

CFPN OHIO, LLC
SIGNATURE: Douglas A. Armstrong
PRINTED NAME: Douglas A. Armstrong
TITLE: Asst Secretary
DATE: 8-25-2023

APPROVAL AND CONSENT OF BOARD OF EDUCATION

The Board of Education of the Lebanon City School District hereby approves and consents to the foregoing **AMENDMENT NO. 2**, and further waives any otherwise applicable time limitations in section 3735.671, et seq., of the Ohio Revised Code.

**BOARD OF EDUCATION OF THE
LEBANON CITY SCHOOL DISTRICT**

SIGNATURE:  _____

PRINTED NAME: MICHAEL J LANG

TITLE: PRESIDENT

DATE: 8/21/23

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

TRANSFERRED
Sep 17, 2024

SEC 319.902 COMPLIED WITH
MATT NOLAN, Auditor
WARREN COUNTY, OH by WG
Consideration: 11250000.00
Conveyance Fee: \$33,750.00
Transfer Fee: \$0.50
Conveyance#: 5572

LINDA ODA
WARREN COUNTY RECORDER

2024-020816

DEED
09/17/2024 01:19:30 PM
REC FEE: 58.00 PGS: 5
PIN:

by GS 4 PGS /LR

NCS 1218468

(Space above this line for recording purposes)

LIMITED WARRANTY DEED
(ORC 5302.07/5302.08)

CFPN OHIO, LLC, a Delaware limited liability company, for valuable consideration paid, grants, with limited warranty covenants, to **LOUIS 1884 INVESTMENTS, INC.**, a Michigan corporation, whose tax mailing address is 3100 E. High Street, Jackson, Michigan 49203, the following real property:

Situated in the State of Ohio, County of Warren, and City of Lebanon and more fully described in attached Exhibit A, together with all buildings and other improvements situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, easements, licenses, benefits and rights-of-way appurtenant thereto, including, without limitation, all water and mineral rights, entitlements, development rights and all easements, rights and other interests appurtenant thereto (hereinafter, collectively, the "**Property**").

This conveyance is subject only to those encumbrances, easements, and other matters specifically identified and listed on Exhibit B attached hereto and incorporated herein by reference (collectively, the "**Permitted Exceptions**"), but only to the extent such Permitted Exceptions are valid, subsisting and do in fact affect the Property.

Prior Instrument Reference: Document No. 2021-054261 of Warren County, Ohio Records.

Parcel No. ~~XXXXXXXXXX~~

Commonly known as: C5 Encore Logistics Center Lot 4.

[Signature Appears on Following Page]

Executed this 12 day of September, 2024.

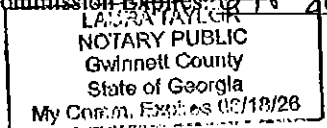
GRANTOR:

CFPN OHIO, LLC, a Delaware limited liability company

By: *Linda D. Booker*
Name: Linda D. Booker
Title: Secretary and Chief Financial Officer

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 10 day of September, 2024 by Linda D. Booker, the Secretary and Chief Financial Officer of CFPN Ohio, LLC, a Delaware limited liability company, on behalf of the company.

Laura Taylor
Notary Public
My Commission Expires: 6-18-26


This instrument prepared by:

Morris, Manning & Martin, LLP
3343 Peachtree Road, NE
Suite 1600
Atlanta, Georgia 30326
Attn: Daniel J. Noice, Esq.

When Recorded Return to:

First American Title Insurance Company
3455 Peachtree Road, NE
Suite 1700
Atlanta, Georgia 30326
Attn: Carmen Rice

Signature Page to Limited Warranty Deed

EXHIBIT A

12-36-376-001
YCEO
Tax Map Dep.
CA

LEGAL DESCRIPTION

LOT 4 IN C5 ENCORE LOGISTICS CENTER SECTION ONE, BEING PART OF SECTION 36, TOWN 4, RANGE 3 BTM, TURTLECREEK TOWNSHIP, AS PER PLAT THEREOF RECORDED DECEMBER 9, 2022, PLAT BOOK 106, PAGE 69 IN THE OFFICE OF THE RECORDER OF WARREN COUNTY, OHIO.

Exhibit A

EXHIBIT B

PERMITTED EXCEPTIONS

1. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
2. Taxes and Assessments for the year 2024 and subsequent years are a lien, not yet due or payable.
3. Plat of Survey recorded in Volume 138, Page 99 of Warren County Records.
4. Plat of Survey recorded in Volume 148, Page 58 of Warren County Records.
5. Plat of Survey recorded in Volume 152, Page 50 of Warren County Records.
6. Right of Way recorded October 29, 1906 in Volume 89, Page 463 also in Volume 86, Page 463 of Warren County Records.
7. State of Ohio Temporary Easement in favor of the Board of Commissioners of Warren County recorded April 27, 2009 in Book 4858, Page 292 of Warren County Records.
8. State of Ohio Easement in favor of the Board of Commissioners of Warren County recorded April 27, 2009 in Book 4858, Page 331 of Warren County Records.
9. State of Ohio Easement in favor of Warren General Property Co., LLC, a limited liability company recorded December 28, 2012 in OR Volume 5725, Page 437 of Warren County Records.
10. State of Ohio Easement in favor of Otterbein Homes, a nonprofit corporation recorded May 22, 2014 as Document No. 2014-012774 of Warren County Records.
11. Easement and Right of Way Agreement recorded January 07, 2019 as Document No. 2019-000533 of Warren County Records.
12. State of Ohio Easement in favor of Texas Gas Transmission, LLC, a limited liability company recorded February 04, 2019 as Document No. 2019-002891 of Warren County Records.
13. State of Ohio Department of Administrative Service Transfer of Jurisdiction Agreement recorded May 11, 2021 as Document No. 2021-022173 of Warren County Records.
14. Ingress and Egress disclosed in the Deed recorded December 02, 2021 as Document No. 2021-054261 of Warren County Records.

Exhibit B

15. Access and Temporary Construction Easement Agreement recorded December 02, 2021 as Document No. 2021-054262 of Warren County Records.

16. An unrecorded lease dated May 06, 2022, executed by CFPN Ohio, LLC, a Delaware limited liability company as lessor and Warren County Port Authority, a port authority as lessee, as disclosed by a Memorandum of Lease recorded May 11, 2022 as Document No. 2022-016049 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

17. An unrecorded lease dated May 06, 2022, executed by Warren County Port Authority, a port authority and body corporate as lessor and CFPN Ohio, LLC, a Delaware limited liability company as lessee, as disclosed by a Memorandum of Lease recorded May 11, 2022 as Document No. 2022-016050 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

18. Resolution 21-0719 recorded April 27, 2022 as Document No. 2022-014281 of Warren County Records.

Amendment No. 1 of Resolution 22-0476 recorded April 27, 2022 as Document No. 2022-014282 of Warren County Records.

19. Letter of No Objection Agreement recorded September 09, 2022 as Document No. 2022-028799 of Warren County Records.

20. C5 Encore Logistics Center Section One Plat recorded December 09, 2022 in Plat Book 106, Page 69 and Document No. 2022-036628 of Warren County Records.

21. C5 Encore Logistics Center Section One Easement Plat # 1 recorded December 09, 2022 in Plat Book 106, Page 72 and Document No. 2022-036640 of Warren County Records.

22. Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easement for C5 Encore Logistics Center recorded November 14, 2022 as Document No. 2022-034667 of Warren County Records.

23. The following matters disclosed by ALTA/NSPS Land Title Survey prepared by Bayer Becker, dated July 22, 2024, being Job No. 24-0105 BM:

a. Sanitary Sewer line crossing southerly boundary.

Exhibit B



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250
Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

MINUTES: Regular Session – October 29, 2024

This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.

The Board met in regular session pursuant to adjournment of the October 22, 2024, meeting.

David G. Young – present

Shannon Jones – present

Tom Grossmann – present

Krystal Powell, Clerk – present

Minutes of the October 22, 2024 meeting were read and approved.

- 24-1434 A resolution was adopted hiring Priya Govindan as Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division. Vote: Unanimous
- 24-1435 A resolution was adopted hiring Wayne Beyerlein as Wastewater Chief Operator, within the Warren County Water and Sewer Department. Vote: Unanimous
- 24-1436 A resolution was adopted accepting the resignation of Charles Stokes, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective November 1, 2024.
Vote: Unanimous
- 24-1437 A resolution was adopted promoting Olivia Elter to the position of Assessment Investigative Supervisor, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 24-1438 A resolution was adopted approving a temporary wage increase for Britne Wilmer, Court Liaison Caseworker III within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous

- 24-1439 A resolution was adopted approving the transfer of Tiffany Baldwin to the position of Eligibility Referral Specialist II within Warren County Department of Job and Family Services, Human Services Division, from the Emergency Services Department. Vote: Unanimous
- 24-1440 A resolution was adopted approving the end of a 365-day probationary period and a pay increase for Austin Powell within the Building and Zoning Department. Vote: Unanimous
- 24-1441 A resolution was adopted approving the end of a 365-day probationary period and a pay increase for Brian Simpson within the Water and Sewer Department. Vote: Unanimous
- 24-1442 A resolution was adopted approving the renewal of Consulting Agreement with HUB (Horan) for period January 1, 2025 through December 31, 2025. Vote: Unanimous
- 24-1443 A resolution was adopted acknowledging automatic renewal of the EyeMed Vision Plan effective January 1, 2025. Vote: Unanimous
- 24-1444 A resolution was adopted setting public hearing for rezoning application of Immobiltec USA (Case #2024-04) to rezone approximately 10.0509 acres from Community Commercial Business Zone "B2" to Light Industrial Manufacturing Zone "I1" in Franklin Township. Vote: Unanimous
- 24-1445 A resolution was adopted authorizing the posting of Notice of Intent to Request Release of Funds relative to the Fiscal Year 2024 Morrow- RR Bridge Lighting Community Development Block Grant Project. Vote: Unanimous
- 24-1446 A resolution was adopted accepting the donation of a new playset from Love Like JJ to be installed by Recreations Outlet at the Warren County Children Services Visitation Center. Vote: Unanimous
- 24-1447 A resolution was adopted authorizing the County Administrator to sign a memorandum of understanding on behalf of the Warren County Board of Commissioners and the Warren County Dispatch Association. Vote: Unanimous
- 24-1448 A resolution was adopted accepting final proposal from RJE Business Interiors on behalf of Warren County Department of Emergency Services/ Communications. Vote: Unanimous
- 24-1449 A resolution was adopted entering into a consulting agreement with Empire Weather Consulting on behalf of the Warren County Engineer's Office. Vote: Unanimous

- 24-1450 A resolution was adopted approving amendment #5 to the Food Service Contract with Aramark Correctional Services, LLC, on behalf of Warren County Juvenile Court. Vote: Unanimous
- 24-1451 A resolution was adopted entering into a Classroom Training Agreement on behalf of OhioMeansJobs Warren County. Vote: Unanimous
- 24-1452 A resolution was adopted accepting a quote from Sound Communications, Inc. for Verint Recording System Maintenance and Support Renewal on behalf of Warren County Telecommunications. Vote: Unanimous
- 24-1453 A resolution was adopted entering into a contract with Hungerford & Terry, Inc, for the procurement of Anion Echange Equipment for the Richard A. Renneker Water Treatment Plant. Vote: Unanimous
- 24-1454 A resolution was adopted authorizing the County Administrator to sign a Memorandum of Understanding with the Hamilton Township Board of Trustees for the operational testing and maintenance of Warren County fire hydrants. Vote: Unanimous
- 24-1455 A resolution was adopted declaring various items from Common Pleas Court, Drug Task Force, Facilities Management, Garage, Juvenile Detention Center, Juvenile Court, Probate Court, and Sheriff's Office as surplus and authorize the disposal of said items through internet auction. Vote: Unanimous
- 24-1456 A resolution was adopted acknowledging approval of financial transactions. Vote: Unanimous
- 24-1457 A resolution was adopted acknowledging payment of bills. Vote: Unanimous
- 24-1458 A resolution was adopted approving a bond release for Timberwind, LLC for completion of improvements in Tara Estates, Section 3/2 situated in Franklin Township. Vote: Unanimous
- 24-1459 A resolution was adopted entering into a subdivision public improvement performance and maintenance security agreement with VWC Holdings, LTD for installation of certain improvements in the Villages of Winding Creek, the Boulevards at Winding Creek, Section Ten-A and Ten-B situated in Clearcreek Township. Vote: Unanimous
- 24-1460 A resolution was adopted entering into street and appurtenances (including sidewalks) security agreement with VWC Holdings, LTD for installation of certain improvements in the Villages of Winding Creek, the Boulevards at Winding Creek, Section Ten-A situated in Clearcreek Township. Vote: Unanimous

- 24-1461 A resolution was adopted entering into street and appurtenances (including sidewalks) security agreement with VWC Holdings, LTD for installation of certain improvements in the Villages of Winding Creek, the Boulevards at Winding Creek, Section Ten-B situated in Clearcreek Township. Vote: Unanimous
- 24-1462 A resolution was adopted entering into a street and appurtenances security agreement with Clark Ventures, LLC for installation of certain improvements for Copper Mill, Section 1 situated in Clearcreek Township. Vote: Unanimous
- 24-1463 A resolution was adopted entering into a subdivision public improvement performance and maintenance security agreement with Clark Ventures LLC, for installation of certain improvements in Copper Mill, Section 1, situated in Clearcreek Township. Vote: Unanimous
- 24-1464 A resolution was adopted approving various record plats. Vote: Unanimous
- 24-1465 A resolution was adopted accepting an amended certificate and approving a supplemental appropriation into the Health Insurance Fund #6632. Vote: Unanimous
- 24-1466 A resolution was adopted approving a supplemental appropriation into Board of Elections Fund #11011300. Vote: Unanimous
- 24-1467 A resolution was adopted approving a supplemental appropriation into Local Fiscal Recovery Fund #2211. Vote: Unanimous
- 24-1468 A resolution was adopted approving a supplemental appropriation into Common Pleas Court Community Corrections Fund #2227. Vote: Unanimous
- 24-1469 A resolution was adopted approving a supplemental appropriation into Grants Administration Fund #2265. Vote: Unanimous
- 24-1470 A resolution was adopted approving an appropriation adjustment within Prosecutor Fund #11011150. Vote: Unanimous
- 24-1471 A resolution was adopted approving an appropriation adjustment within Common Pleas Court Fund #11011220. Vote: Unanimous
- 24-1472 A resolution was adopted approving an appropriation adjustment within Garage Fund #11011620. Vote: Unanimous
- 24-1473 A resolution was adopted approving an appropriation adjustment within Facilities Management Fund #11011600. Vote: Unanimous
- 24-1474 A resolution was adopted approving an appropriation adjustment within Juvenile Detention Fund #11012600. Vote: Unanimous

- 24-1475 A resolution was adopted approving an appropriation adjustment within Telecommunications Department Fund #11012810. Vote: Unanimous
- 24-1476 A resolution was adopted approving an appropriation adjustment within Human Services Fund #2203. Vote: Unanimous
- 24-1477 A resolution was adopted approving an appropriation adjustment within Prosecutor Fund #2245. Vote: Unanimous
- 24-1478 A resolution was adopted approving an appropriation adjustment within Juvenile Court Fund #2247. Vote: Unanimous
- 24-1479 A resolution was adopted approving appropriation adjustments within the Treasurer's Office Fund #11011130 and Detac Fund #2249
- 24-1480 A resolution was adopted approving appropriation adjustments within the OhioMeansJobs Warren County Fund #228. Vote: Unanimous
- 24-1481 A resolution was adopted approving an appropriation adjustment within Sheriff's Office Fund #2267. Vote: Unanimous
- 24-1482 A resolution was adopted approving an appropriation adjustment within Transit Fund #2299. Vote: Unanimous
- 24-1483 A resolution was adopted approving an appropriation adjustment within Telecommunications Department Fund #4492. Vote: Unanimous
- 24-1484 A resolution was adopted approving an appropriation adjustment within Telecommunications Department Fund #4492. Vote: Unanimous
- 24-1485 A resolution was adopted approving requisitions and authorizing the County Administrator to sign documents relative thereto. Vote: Unanimous
- 24-1486 A resolution was adopted waiving sewer connection, non-participant, capacity, and inspection fees for the Warren County Park District's construction of restroom facilities at the Morrow Veterans Park. Vote: Unanimous
- 24-1487 A resolution was adopted approving an appropriation adjustment from Commissioners General Fund #11011110 into Emergency Services Fund #11012850. Vote: Unanimous
- 24-1488 A resolution was adopted approving an appropriation adjustment from Commissioners General Fund #11011110 into Building and Zoning Fund #11012300. Vote: Unanimous

- 24-1489 A resolution was adopted determining the necessity of and authorizing the issuance and sale of not to exceed \$100,000,000 of Healthcare Facilities Improvement and Refunding Revenue Bonds, Series 2024 (Otterbein Homes Obligated Group); authorizing the execution and delivery of agreements of lease and subleases in connection therewith; authorizing the execution and delivery of an indenture of trust (bond indenture) to secure such Series 2024 bonds; authorizing the execution of a bond purchase agreement with respect to said Series 2024 bonds; and authorizing a preliminary official statement and final official statement, a tax certificate and agreement, and various other documents in connection with the issuance of the Series 2024 bonds. Vote: Unanimous
- 24-1490 A resolution was adopted terminating the employment of Katherine Mullins, Screener III, within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous

DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

Shannon Martin, Bricker Graydon, was present to discuss the refinancing of revenue bonds for Otterbein Homes for 19 locations throughout the state of Ohio including multiple facilities within Warren County. She further stated the bond amount is not to exceed \$100,000,000.00

Upon further discussion, the Board resolved (Resolution #24-1489) determining the necessity of and authorizing the issuance and sale of not to exceed \$100,000,000 of Healthcare Facilities Improvement And Refunding Revenue Bonds, Series 2024 (Otterbein Homes Obligated Group); authorizing the execution and delivery of agreements of lease and subleases in connection therewith; authorizing the execution and delivery of an indenture of trust (bond indenture) to secure such Series 2024 bonds; authorizing the execution of a bond purchase agreement with respect to said Series 2024 bonds; and authorizing a preliminary official statement and final official statement, a tax certificate and agreement, and various other documents in connection with the issuance of the Series 2024 bonds.

Commissioner Grossmann brought before the Board a press release from the Warren County Agricultural Society relative to the recent termination of stall rental leases at the Warren County Fairgrounds.

Bruce McGary, Assistant Prosecuting Attorney, advised that the rental agreement is solely between the Warren County Agricultural Society and the lessees and that the Board of County Commissioners is not a party to the rental leases and has no oversight over the matter. He further stated the Board of County Commissioners does not appoint any members to the Fair Board.

There was discussion relative to the future focus on the Warren County Fair and the 4H Program as both are primary functions of the fairgrounds.

Upon further discussion, it was the desire of the Board to invite the Warren County Agricultural Society to attend a future Board of County Commissioner meeting to discuss the matter publicly.

Upon unanimous call of the roll, the Board entered into executive session at 9:44 a.m. to discuss personnel matters to consider the dismissal or discipline of a public employee pursuant to Ohio Revised Code Section 121.22(G)(1) and exited at 9:55 a.m.

Upon further discussion, the Board resolved (Resolution #24-1490) terminating the employment of Katherine Mullins, Screener III, within the Warren County Department of Job and Family Services, Children Services Division.

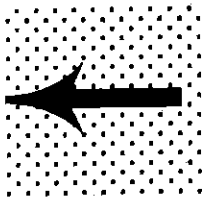
The Board convened to the Commissioners' Conference Room for a work session related to the 2025 annual budget.

Upon motion the meeting was adjourned.

David G. Young, President

Tom Grossmann

Shannon Jones



I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on October 29, 2024, in compliance with Section 121.22 O.R.C.

Krystal Powell, Clerk
Board of County Commissioners
Warren County, Ohio

Proclamation

*From the Office of the Board of County Commissioners
Warren County, Ohio*

**HONOR BRENDA BERRY ON THE
OCCASION OF HER RETIREMENT AND PROCLAIM DECEMBER 1, 2024 AS
"BRENDA BERRY DAY"
IN WARREN COUNTY**

WHEREAS, *Brenda Berry is an outstanding public servant of Warren County who has devoted herself to her family, the residents of Warren County, and her community; and*

WHEREAS, *on August 30, 1993, Brenda started her 31-year career with Warren County in the Child Support Enforcement Agency, transferring to the Warren County Prosecutor's Office on June 3, 2002, and working as a Legal Assistant under Prosecuting Attorney Timothy A. Oliver, Prosecuting Attorney Rachel A. Hutzler, and current Prosecuting Attorney David P. Fornshell; and*

WHEREAS, *Brenda Berry is being honored today on the occasion of her retirement of over 31 years of dedicated and loyal service to the citizens of Warren County, Ohio, and it is the desire of this Board to honor her on this special occasion;*

NOW, THEREFORE, BE IT RESOLVED, to honor Brenda Berry and recognize her on this memorable occasion by proclaiming December 1, 2024 as

"BRENDA BERRY DAY"

in Warren County and encourage others to follow her example for being an outstanding community leader, mentor, and caring human being and send best wishes as she begins a new phase in her life.

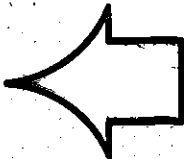
IN WITNESS WHEREOF, we have hereunto subscribed our names and caused the seal of Warren County to be affixed at Lebanon, Ohio this 5th day of November in the year of Our Lord, Two Thousand Twenty-Four.

WARREN COUNTY BOARD OF COMMISSIONERS

David G. Young, President

Tom Grossmann

Shannon Jones





**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: Shannon Jones DEPARTMENT: BOCC

*POSITION: Commissioner DATE: 10/31/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

NACo Annual Legislative Conference

LOCATION:

Washington DC

DATE(S): March 1-4, 2025

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: Washington Hilton \$275/night

ESTIMATED COST OF TRIP: \$2000 per attendee

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Martin Russell, Susan Walther, ~~Michael Pappalardo~~



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: GARY ESTES DEPARTMENT: TELECOM

*POSITION: DEPUTY DIRECTOR DATE: 10/30/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

Technology First- Taste of IT Conference- future planning strategy, implementing for IT technology

LOCATION:

Sinclair Conference Center 444 W. Third St, Dayton Ohio 45402

DATE(S): 11/13/2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: N/A

ESTIMATED COST OF TRIP: \$225

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] *Deputy Dir* *10/30/2024*
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

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*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

None



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

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*NAME OF ATTENDEE: Jodi Davis DEPARTMENT: Water & Sewer Department

*POSITION: Accounting Supervisor DATE: 10/30/2024

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION ✓
TRAINING MORE THAN 250 MILES ✓

PURPOSE:

Attend the 2025 GFOA Budget Analyst Training Academy that focuses on skills and techniques critical to the public sector Budget Analyst

LOCATION:

Hyatt Regency, Garden Grove, California

DATE(S): 1/6/2025 - 1/9/2025

TYPE OF TRAVEL: (Check one)

AIRLINE ✓ STAFF CAR PRIVATE VEHICLE OTHER

LODGING: 4 Nights - \$700.00

ESTIMATED COST OF TRIP: Total - \$2,800

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

M. S. Z... 10/30/24
Signature/Title Dir. of Fiscal Op. Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

[Empty box for listing additional attendees]

2024 OCT 30 PM 1:52
COUNTY OF ORANGE