



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

Mark Sousa – *Board Chair*
Joseph Rozzi – *Vice Chair*
Darryl Cordrey – *Trustee*
Kurt Weber – *Fiscal Officer*

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-8520

Township Administrator
Steve Pegram
(513) 239-2372

Police Department
Scott Hughes – Police Chief
Phone: (513) 683-0538

Fire and Emergency Services
Jason Jewett – Fire Chief
7684 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-1622

Public Works
Don Pelfrey – Director
Phone: (513) 683-5320

Assist. Fiscal Officer
Ellen Horman
Phone: (513) 239-2377

Human Resources
Cheryl Allgeyer
Phone: (513) 239-2384

Zoning Administrator
Cathy Walton
Phone: (513) 683-8520

Parks and Recreation
Nicole Earley
(513) 683-5360

TRUSTEE MEETING AGENDA 09/06/2023

6:00 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal and Accept the audio/video recording as the Official Minutes of the August 16th Board of Trustees regular meeting.
- Bills before the Board

Swearing in Ceremony - Swearing in of Fire Department personnel

Public Hearing – Zone Change Striker Road

Public Comments

New Business

- **Resolution** – Resolution 2023-0906A – Increase in appropriations for Kroger TIF
- **Resolution** – Resolution 2023-0906B -Increase in appropriations for various department and funds
- **Resolution** – Resolution 2023-0906C – Official Certificate of Revenue for FY2024
- **Resolution** – Resolution 2023-0906D – Tribute at Hamilton Township TIF Agreement
- **Resolution** – Resolution 2023-0906E – Tribute at Hamilton Township Cooperative Agreement
- **Resolution** – Resolution 2023-0906F – Surplus items from the Fire/EMS Department
- **Motion** – Motion to approve the sale of a cemetery deed

Human Resources

- **Motion** – Motion to amend the employee roster of Hamilton Township as presented.

Trustee Comments

Administrator's Report

Executive Session – Motion to adjourn into executive session at ____ in accordance with ORC 121.22(G)(1) to discuss appointment, employment and compensation of a public employees.

Motion – Motion to adjourn the regular meeting of the Board of Trustees at ____.

Adjournment

The agenda is to give an idea of the various discussions before the Board. The time and order of Agenda items is subject to change in order to maintain efficiency and timeliness of the meetings.

Citizens may address the Board under the Public Comment section of the agenda.

The following guidelines protect your rights as well as those of others:

- ***Speakers must state their name and full address for the record.***
- ***The Board Chair will recognize each speaker, and only one person may speak at a time.***
- ***Speakers will address any and all comments to the Board of Trustees and Fiscal Officer. The Board may request further information from staff at their discretion.***
- ***Anyone who willfully disrupts a Board meeting may be barred from speaking further or may be removed from the meeting and detained by officers of the Hamilton Township Police Department. (ORC 505.09; ORC 2917.12)***

Hamilton Township Trustee Meeting

August 16, 2023

Trustee Board Chairman, Mark Sousa, called the meeting to order at 6:00 p.m. Mr. Rozzi, Mr. Cordrey and Mr. Sousa were present.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes

The *Pledge of Allegiance* was recited by all.

A motion was made by Mr. Sousa, with a second by Mr. Rozzi, to approve the clerk's journal and accept the tapes as the Official Meeting Minutes of the August 16, 2023, Trustee Meeting.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

A motion was made by Mr. Sousa, with a second by Mr. Rozzi, to approve the bills as presented before the Board.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Public Comments

Mr. Sousa opened the floor to public comments at 6:01 pm.

Mr Sisk: Requesting consideration from Hamilton Township to passing a non-binding resolution to Article V Convention.

Mr. Hatfield: Reiterates the request for the Article V Convention non-binary resolution to oppose amendments to our constitution.

Mr Sousa: Will take into consideration the matter and overlook the House Bill.

Mr. Sousa closed the floor to public comments at 6:12 pm

New Business

- Resolution 23-0816A: Increase in appropriations for grant

Mr. Sousa: Confirming with Chief Hughs and Jewett that the increase of the funds is for the Wellness Grant, conducting mental health visits and consultations for first responders. Also, reaffirming the funding is initially out of pocket but will get reimbursed. He inquired about the involvement of the first responders and if people are signing up for the program.

Chief Hughs: Confirmed most if not all the fire department and police department have been interviewed. Departments do quarterly checks and on call as needed. Funds are 100% reimbursed by the state.

Chief Jewett: Department is putting together training for spouses/immediate family members that they too are impacted by the stresses of the first responder's job.

Mr. Sousa: Refunded appropriations for Police total \$9,125, Fire and EMS total \$11,750.

Mr. Sousa made a motion with a second from Mr. Rozzi to approve Resolution 23-0816A.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

- Resolution 23-0816B: Warren County Solid Waste Plan

Mr. Sousa: Annual statement continuing services and maintaining relationships with Warren County Water and Waste.

Mr. Pelfrey: Making sure that the facility is within Warren County code with annual inspections, with employees completing monthly inspections with disposal.

Mr. Sousa made a motion with a second from Mr. Rozzi to approve Resolution 23-0816B.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

- Resolution 23-0816C OPWC: Project with Village of Maineville

Pelfrey: Brought to his attention a year and half ago from the Village of Maineville, they have a joint culvert that runs from Mulberry to Sycamore through private properties. Due to development and heavy rains the pipe cannot take the volume of water and is deteriorating. Thus,

causing flooding and affecting residents. Assessment was done a year ago by Public Works. Project cost totaling \$436, 795, Township contributing \$55,518, Village \$123,572, with \$257,705 remaining for the requested grant amount. Our portions are 10% of the total cost for the project.

Mr. Sousa: Questions the timeline of the project

Mr. Pelfrey: Timeline is based on the submission of the grant then would have to be put out to bid first.

Mr. Sousa: Overlooks provided statements by Kurt Weber (Fiscal Officer) certifying the funds are available.

Yoder : Clarifying that the grant submission is authorizing Township Administrator and Fiscal Officer to enter governmental agreement duties and roles applying for the grant.

Mr. Sousa made a motion with a second from Mr. Rozzi to approve Resolution 23-0816C.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

-Motion: Motion to approve roofing Contract for 2024

Mr. Sousa made a motion with a second from Mr. Rozzi to approve roofing Contract for 2024.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

-Motion: Purchase of Cemetery Deeds

Mr. Sousa made a motion with a second from Mr. Rozzi to approve purchase of cemetery deeds.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

Human Resources

- Motion: Motion to amend the employee roster of Hamilton Township as presented.

Mr. Sousa made a motion with a second from Mr. Rozzi to approve the employee roster of Hamilton Township as presented.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

Trustee Comments

Mr. Rozzi: Invites residents to volunteer at the Cardboard Regetta taking place at Oder's Lake Saturday, August 19th from 11am-2pm. Reach out to Nicole Earley with Parks and Recreation if interested in volunteering.

Mr. Cordrey: Encourages residents to attend the Little Miami Food Truck being held at Little Miami High School on August 26th.

Mr. Sousa: With school back in session and an increase in buses on the road, drivers will want to anticipate more traffic/delays.

Administrator's Report

Mr. Sousa: Mr. Weber will provide July's fiscal update during the first September meeting, and August's in the second September meeting.

Executive Sessions-Motion to adjourn into executive session at 6:29 pm in accordance with ORC 121.22(G)(I) to discuss employment and compensation of a public employee.

Mr. Sousa made a motion with a second from Mr. Rozzi to adjourn the executive session in employment compensation of a public employee.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes

The Board of Trustees re-convened from Executive Session at 7:44 pm with no further business.

Adjournment

With no further business to discuss, Mr. Sousa made a motion, with a second from Mr. Rozzi, to adjourn at 7:44 pm.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes
	Darryl Cordrey	Yes



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Board of Trustees
September 6, 2023

Zoning Map Amendment Application:
6177 Striker Road

Owner: Mr. Kevin Hildebrand

Applicant: Mr. Kevin Hildebrand
3476 Irwin Simpson Road
Mason, Ohio 45040

Spokesperson: Mr. Kevin Hildebrand

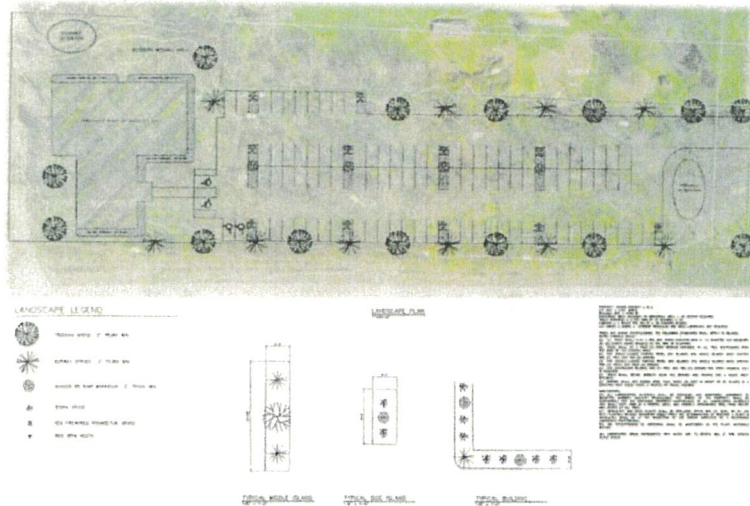
Address: 6177 Striker Road
Maineville, OH 45039

The Hamilton Township logo is located in the bottom right corner of the slide. It consists of a small version of the stylized 'H' with the wave graphic, followed by the words 'HAMILTON TOWNSHIP' in a small, green, sans-serif font.

2

Previous approval:

- This site received site plan approval at the June 21, 2023, Trustee meeting for a banquet facility.



3

Review Criteria for Zoning Text and Map Amendments:

HTZC Section 3.7.4 provides the following review criteria when considering Zoning Map Amendments:

- A. The amendment is consistent with the Hamilton Township Land Use Plan, other plans or development policies adopted by the board of township trustees;
- B. The amendment is consistent with the purpose of the zoning code;
- C. Where more than one zoning district is available to implement the land use designation, the applicant must justify zoning being sought and show that it is best suited for the specific site, based upon the policies of the township; and
- D. Any other substantive factor deemed appropriate by the zoning commission or board of township trustees.



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Legal Notice

6177 Striker Road,
Hamilton Township
Sunday July 30, 2023
Edition of *The Journal*
News



Board of Trustees
Notice of Public Hearing

Date of Meeting: **September 6, 2023**
Time of Meeting: **6:00 PM**
Location of Meeting: **Hamilton Township Administration Building,
7780 South State Route 48, Maineville, OH 45039**
Request: **The Hamilton Township Board of Trustees has scheduled a Public
Hearing to consider a Zoning Amendment for 6177 Striker Road,
Maineville, OH 45039.**

The plans for the project are available for review at the Administration Building Mon- Fri 8:00 AM and 4:30 PM.

Cathy Walton
Planning and Zoning Director



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Request:

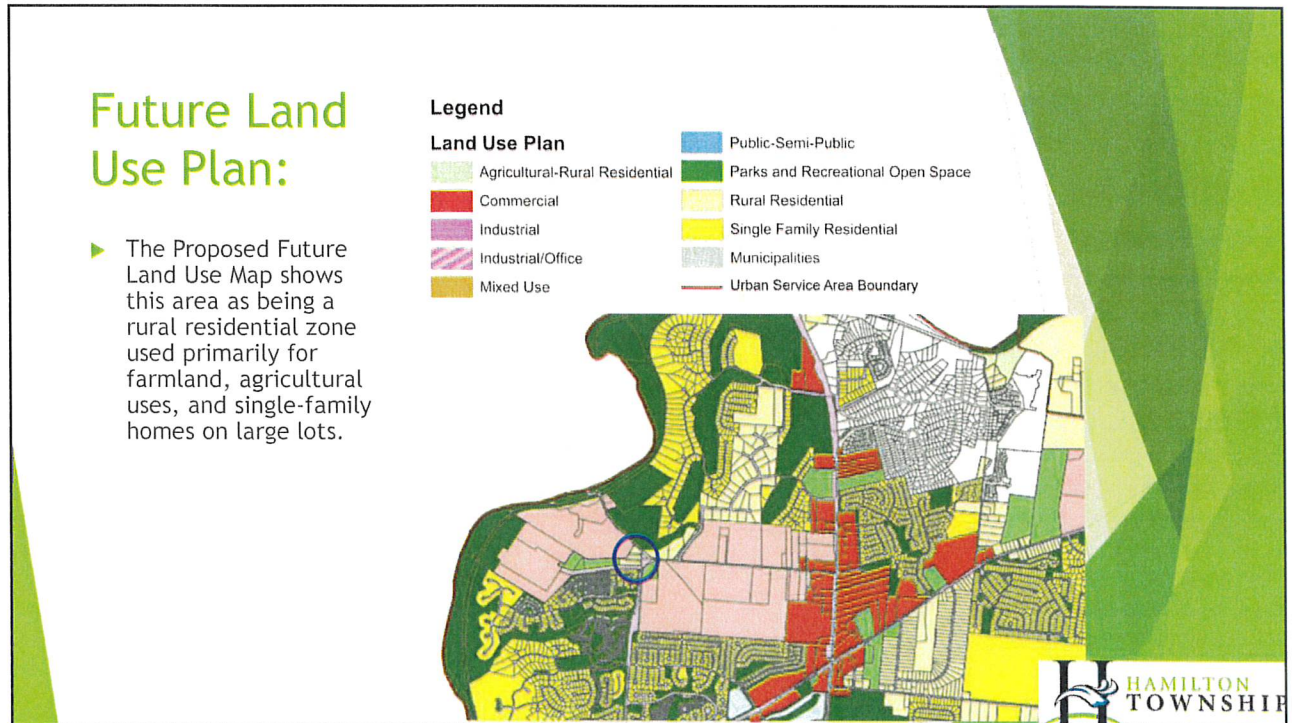
- ▶ The applicant is requesting a zoning amendment from M-2 Heavy Industrial to R-3 Multi-Family Residential to allow for attached condominiums on the subject property.



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7



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Comments from Partner Organizations:

- ▶ Warren County Regional Planning Commission heard this Zoning Amendment at their July 27, 2022, Executive Committee Meeting. With a vote of 12 aye, 0 no, and 1 abstain, they recommended denial of this proposed rezoning/zoning amendment. The Executive Committee did not believe the request met the Comprehensive Land Use Plan and agreed that this area is the industrial corridor for the Township.
- ▶ Warren County Water and Sewer Department had the following comments:
 1. We are opposed to the rezoning of the property to residential. We do not believe it is consistent with the majority of the surrounding land uses that includes the Army Reserve Facility, Regional Municipal Wastewater Plant, Electrical Substation, and industrial facilities along Grandin Road. The intention of the Grandin Road corridor is to be a commercial, light manufacturing and retail-not residential.
 2. The Water Department routinely receives noise and light complaints from residents to the south in the Miami Bluffs subdivision. Our need to illuminate the treatment plant for security purposes is opposite to the neighbor's preference for no lighting. We don't need additional residential neighbors, especially high density residential.



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Comments from Partner Organizations:

- ▶ Hamilton Township Zoning Commission heard this application at their August 14, 2023, meeting and with a vote of 3 aye, 0 Nay, 0 Abstain, they recommended approval of the application.
 - ▶ The Commission decided that the proposed residential use most met the future land use plan rather than the current industrial use zoning.
 - ▶ While the Commission recommended approval of the zone change to R-3, their preference was for the Trustees to request the applicant submit a new application requesting a zone change to PUD, allowing for conditions to be placed on the development.



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Staff Recommendation:

Staff recommends denial of the rezoning request from M-2 Heavy Industrial zone to R-3 Multi Family Residential zone due to the following:

- ▶ Request does not meet the future Comprehensive Land Use Plan that shows this area as being a rural residential zone used primarily for farmland, agricultural uses, and single-family homes on large lots.
- ▶ Site is currently designated as the Industrial Corridor for Hamilton Township.



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Review Criteria for Zoning Text and Map Amendments:

HTZC Section 3.7.4 provides the following review criteria when considering Zoning Map Amendments:

- ▶ A. *The amendment is consistent with the Hamilton Township Land Use Plan, other plans or development policies adopted by the board of township trustees;*
- ▶ B. *The amendment is consistent with the purpose of the zoning code;*
- ▶ C. *Where more than one zoning district is available to implement the land use designation, the applicant must justify zoning being sought and show that it is best suited for the specific site, based upon the policies of the township; and*
- ▶ D. *Any other substantive factor deemed appropriate by the zoning commission or board of township trustees.*



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Planning and Zoning Director
09/06/23 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the planning and Zoning Director Cathy Walton

I recommend denial of the map amendment for 6177 Striker Road from M-2 Heavy Industrial District to R-3 Multi-Family Residential District. The change does not meet the Comprehensive Land Use Plan that recommends this property be zoned rural residential, which is used primarily for farmland, agricultural uses, and single-family homes on large lots. The property is also currently considered to be in the Industrial Corridor for Hamilton Township.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on September 6th, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, Chair
Joe Rozzi – Trustee,
Darryl Cordrey – Trustee

Mr. _____ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-0906A**

**A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN TOWNSHIP
APPROPRIATIONS IN THE KROGER TIF FUND 2910 TO RECONCILE BUDGETS
FOR CALENDAR YEAR 2023**

WHEREAS, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order reconcile budgets and appropriations for calendar year 2023;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

- SECTION 1.** The Fiscal Officer is hereby authorized and directed to increase the appropriations for the Kroger TIF Fund Line Item 2910--360-0000, Contracted Services in the amount of \$50,000.
- SECTION 2.** The Fiscal Officer is hereby authorized and directed to approve a Blanket Certificate in the amount reflected in Section 1 of this Resolution.
- SECTION 3.** This Resolution shall take effect on the earliest date allowed by law.

Mr. _____ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Joe Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____
Darryl Cordrey –	Aye _____	Nay _____

Resolution adopted this 6th day of September 2023.

Attest:

Kurt E. Weber, *Fiscal Officer*

Approved as to form:

Ben Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on September 6th, 2023.

Date: _____

Kurt E. Weber, *Fiscal Officer*

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on September 6th, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, Chair
Joe Rozzi – Trustee,
Darryl Cordrey – Trustee

Mr. _____ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-0906B**

**A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN TOWNSHIP
APPROPRIATIONS IN VARIOUS FUNDS TO RECONCILE BUDGETS FOR
CALENDAR YEAR 2023**

WHEREAS, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order reconcile budgets and appropriations for calendar year 2023;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, Ohio:

- SECTION 1.** The Fiscal Officer is hereby authorized and directed to increase the appropriations for the Road and Bridge Fund 2031 Line Item 2031-_____0000, Motor Vehicles in the amount of \$.
- SECTION 2.** The Fiscal Officer is hereby authorized and directed to increase the appropriations for the Permissive MVL Tax Fund 22231 Line Item 2231-_____0000, Motor Vehicles in the amount of \$.
- SECTION 3.** The Fiscal Officer is hereby authorized and directed to increase the appropriations for the General Fund Zoning Health Care Line Item 1000-130-220-0000 in the amount of \$5,770.25.
- SECTION 4.** The Fiscal Officer is hereby authorized and directed to increase the appropriations for the EMS Fund Training Services Line Item 2284-230-318-0109 in the amount of \$20,000 for FEMA grant services.
- SECTION 3.** The Fiscal Officer is hereby authorized and directed to approve a Blanket Certificate in the amount reflected in Section 1, 2, 3 and 4 of this Resolution.
- SECTION 4.** This Resolution shall take effect on the earliest date allowed by law.

Mr. _____ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Joe Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____
Darryl Cordrey –	Aye _____	Nay _____

Resolution adopted this 6th day of September 2023.

Attest:

Kurt E. Weber, *Fiscal Officer*

Approved as to form:

Ben Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on September 6th, 2023.

Date: _____

Kurt E. Weber, *Fiscal Officer*

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on September 6, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa - Trustee
Darryl Cordrey - Trustee
Joseph Rozzi – Trustee

Mr.. _____ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-0906C**

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

WHEREAS, the Board of Township Trustees of Hamilton Township, Warren County, in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2024, and;

WHEREAS, The Budget Commission of Warren County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill limitation;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Hamilton Township, Warren County, that the amounts and rates (Appendix A), as determined by the Budget Commission in its certification, be and the same are hereby accepted.

And be it further **RESOLVED**, that there be and is hereby levied on the tax duplicate of said Township the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

Mr. _____ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Mark Sousa –	Aye _____	Nay _____
Joseph Rozzi –	Aye _____	Nay _____
Darryl Cordrey –	Aye _____	Nay _____

Resolution adopted this 6th day of September 2023.

Attest:

Kurt E. Weber, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on September 6, 2023.

Date: _____

Kurt E. Weber, *Fiscal Officer*

OFFICIAL CERTIFICATE OF THE COUNTY BUDGET COMMISSION

The Budget Commission of WARREN COUNTY, Ohio, hereby makes the following Official Certificate of Estimated Resources for HAMILTON TOWNSHIP, for the fiscal year beginning January 1st, 2024

FUND		Unencumbered Balance Jan. 1st, 2024	Property Tax	Other Sources	Total
<u>General Fund - 1000</u>		1,696,553.73	1,182,000.00	539,876.00	
	(Local Government)			200,577.11	3,619,006.84
<u>Special Revenue</u>					
1	Motor Vehicle License Tax Fund - 2011	330,733.58	XXXX	107,700.00	438,433.58
2	Gasoline Tax Fund - 2021	816,505.87	XXXX	441,440.00	1,257,945.87
3	Road and Bridge Tax Fund - 2031	1,648,978.19	1,328,000.00	23,750.00	3,000,728.19
4	Cemetery - 2041	84,237.80	XXXX	48,000.00	132,237.80
5	Police District Fund - 2081	3,229,236.11	3,491,000.00	472,595.36	7,192,831.47
6	Drug Law Enforcement - 2221	13,108.35	XXXX	0.00	13,108.35
7	Permissive Motor Vehicle License Tax - 2231	384,851.23	XXXX	240,800.00	625,651.23
8	Law Enforcement Trust - 2261	4,434.39	XXXX	0.00	4,434.39
9	American Rescue Plan Act	1,103,662.12	XXXX	0.00	1,103,662.12
10	Fire & EMS Special Levy Fund - 2283	2,881,690.08	3,950,000.00	126,102.12	6,957,792.20
11	EMS Billing Fund 2-2015 - 2284	351,494.66	XXXX	633,200.00	984,694.66
12	Lighting Assessment - 2401	12,720.95	XXXX	437,785.02	450,505.97
13	Road & Bridge Fund -2907	105,785.92	949,000.00	0.00	1,054,785.92
14	Miscellaneous Special - OneOhio	3,895.68	XXXX	0.00	3,895.68
15	Kroger TIF	50,000.00	XXXX	0.00	50,000.00
<u>Debt Service</u>					
1	New Building Bond - 3101	0.00	XXXX	109,400.00	109,400.00
<u>Capital Projects</u>					
1	Fire Station 76 Fund - 4902	0.00	XXXX	182,520.00	182,520.00
TOTALS		12,717,888.66	10,900,000.00	3,563,745.61	27,181,634.27

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth on the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date _____

Budget
Commission

CERTIFICATE OF THE COUNTY BUDGET COMMISSION

The Budget Commission of Warren County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the Township of Hamilton for the fiscal year beginning January 1, 2024.

Fund Number and Description	Unencumbered Balance Jan. 1, 2024	Property Tax	Other Sources	Total
1000 General	\$1,696,553.73	\$1,184,137.55	\$744,876.00	\$3,625,567.28
2011 Motor Vehicle License Tax	\$330,733.58		\$107,700.00	\$438,433.58
2021 Gasoline Tax	\$816,505.87		\$441,440.00	\$1,257,945.87
2031 Road and Bridge	\$1,648,978.19	\$1,336,978.86	\$23,750.00	\$3,009,707.05
2041 Cemetery	\$84,237.80		\$48,000.00	\$132,237.80
2081 Police District	\$3,229,236.11	\$3,537,103.26	\$472,595.36	\$7,238,934.73
2221 Drug Law Enforcement	\$13,108.35			\$13,108.35
2231 Permissive Motor Vehicle License Tax	\$384,851.23		\$240,800.00	\$625,651.23
2261 Law Enforcement Trust	\$4,434.39			\$4,434.39
2273 American Rescue Plan Act	\$1,103,662.12			\$1,103,662.12
2283 FIRE and EMS Special Levy Fund	\$2,881,690.08	\$3,985,965.83	\$126,102.12	\$6,993,758.03
2284 EMS Billing Fund Opened 2-2015	\$351,494.66		\$633,200.00	\$984,694.66
2401 Lighting District	\$12,720.95		\$437,785.02	\$450,505.97
2907 Road Levy 2018	\$105,785.92	\$960,727.62		\$1,066,513.54
2909 Miscellaneous Special- OneOhio	\$3,895.68			\$3,895.68
2910 Kroger TIF	\$50,000.00			\$50,000.00
3101 New Building Bond Retirement			\$109,400.00	\$109,400.00
4902 Fire Station 76 Capital Project Fund			\$182,520.00	\$182,520.00
Totals	\$12,717,888.66	\$11,004,913.12	\$3,568,168.50	\$27,290,970.28

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth in the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date _____

Budget

Commission



Township Administrator
09/06/23 Trustee Meeting

Proposed Project (the “Project”):

Hamilton Pointe Investment, LLC (the “Developer”) proposes to construct a multi-building apartment complex with approximately 312 residential units and four separate retail out lots (the “Development Project”) on approximately +/- 26.9 acres of real property (the “TIF Parcels”) located in Hamilton Township, Warren County (the “Township”).

To support the Development Project, the Developer is also proposing to construct certain public infrastructure improvements on a portion of the TIF Parcels, including specifically the acquisition, construction, equipment, installation, and other improvement of “port authority facilities,” consisting of certain roadway, right-of-way, and appurtenant improvements, including water, storm water sewer, and retention ponds on or about Towne Center Boulevard within the Township (the “Infrastructure Project”).

The Township will establish a 10 year 75% tax increment financing program to support the Development Project and the Infrastructure Project

The Township and the Developer have requested that the Warren County Port Authority (the Port Authority”) issue OCAF Series 2023B Bonds Development Revenue Bonds in order to support the financing of the Infrastructure Project, the costs of which are expected to be \$1,900,000.

Proposed Transaction Structure:

Port Authority issues Series 2023B revenue bonds through the Ohio Communities Accelerator Fund, in a principal amount not to exceed \$3,100,000 the “Bonds”) which may or may not be eligible for issuance as tax-exempt bonds subject to further due diligence from Bond Counsel.

Bond proceeds finance the costs of the Infrastructure Project, funding the Bond Reserve Deposit, and paying costs of issuance of the Bonds

Port Authority enters into a Cooperative Agreement between the Port Authority, the Township, and the Developer

Township assigns revenue from underlying TIF service payments to the Trustee to pay debt service on the Port Bonds

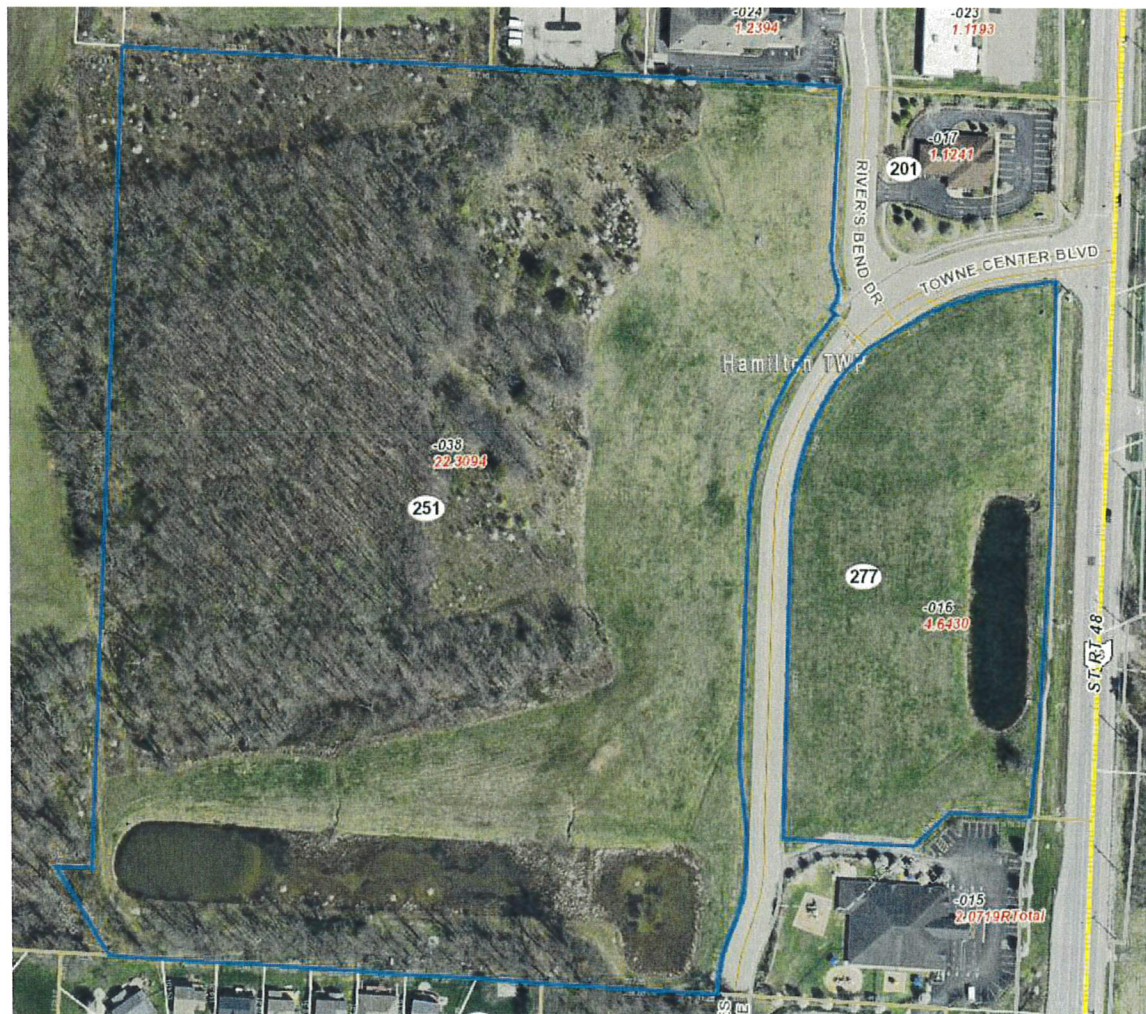
Developer, on behalf of itself, successors and assigns, pledges to make minimum service payments to the Trustee to pay debt service on the Port Bonds

TIF Parcels

Parcel ID Owner Street Address Acreage

16052510380 Hamilton Pointe Investment, LLC Towne Center Blvd 22.3094

16052770160 Hamilton Pointe Investment, LLC Towne Center Blvd 4.643



The Township of Hamilton, Warren County, Ohio Board of Township Trustees met in regular session on September 6, 2023 at 6 p.m. at the Hamilton Township Administration Building, 7780 State Route 48, Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mr. Rozzi
Mr. Sousa
Mr. Cordrey

Mr. _____ presented the following Resolution and moved its adoption:

RESOLUTION No. 2023-0906D

RESOLUTION DECLARING CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE A PUBLIC PURPOSE; DECLARING THE IMPROVEMENTS TO CERTAIN PARCELS WITHIN THE UNINCORPORATED AREA OF HAMILTON TOWNSHIP, WARREN COUNTY THAT DIRECTLY BENEFIT FROM THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THE IMPROVEMENTS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES AND MINIMUM SERVICE PAYMENTS; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL DIRECTLY BENEFIT THE PARCELS; ESTABLISHING A TOWNSHIP PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS AND MINIMUM SERVICE PAYMENTS; AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

WHEREAS, in accordance with Ohio Revised Code Sections (“**R.C.**”) 5709.40 and 5709.73 through 5709.75 (the “**TIF Statutes**”), the Township of Hamilton, Warren County, Ohio (the “**Township**”) intends to establish a tax increment financing program to facilitate the development of certain real property (the “**Project**”) located within the unincorporated area of the Township; and

WHEREAS, the TIF Statutes authorize this Board of Trustees (the “**Board**”) of the Township, by resolution, to declare to be a public purpose any public infrastructure improvements made that are necessary for the development of certain parcels of real property located within the unincorporated area of the Township, which such resolution may exempt from real property taxation further improvements to one or more parcels of land that directly benefit from the public infrastructure improvements, require the owner of each parcel to make annual service payments in lieu of taxes and minimum service payments, establish a township public improvement tax increment equivalent fund for the deposit of those service payments and minimum service payments, and designate the public infrastructure improvements made that are necessary for the development of the exempted parcels; and,

WHEREAS, under R.C. 5709.73(B), this Board hereby declares the public infrastructure improvements further described in **Exhibit A** attached to, and incorporated into, this Resolution (as further defined in the TIF Statutes, the “**Public Infrastructure Improvements**”) to be a public

purpose; and,

WHEREAS, Hamilton Pointe Investment, LLC intends to construct, or cause to be constructed, private improvements in support of the Project for which certain Public Infrastructure Improvements will directly benefit the Project; and,

WHEREAS, Ohio Revised Code Sections 5709.73, 5709.74, and 5709.75 provide for the use of township tax increment financing to pay the costs of Public Infrastructure Improvements, which costs may include, without limitation: (i) the payment for or reimbursement of costs of the Public Infrastructure Improvements incurred by the Township, or any other public or private party in cooperation with the Township, and (ii) payment of debt service, including the payment of principal, interest, scheduled administrative expenses, and reserve fund deposits (the "Debt Service") on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements; and

WHEREAS, under R.C. 5709.73(B), this Board has determined to declare seventy-five percent (75%) of the increase in the assessed value that would first appear on the tax list and duplicate of real or public utility property after the date of this Resolution were it not for the exemption granted by this Resolution (as further defined in R.C. 5709.73(A)(2), the "**Improvement**") to each parcel of real property located within the unincorporated area of the Township, and that directly benefits from the Public Infrastructure Improvements, as more specifically described on **Exhibit B** attached to, and incorporated into, this Resolution (collectively, the "**Parcels**" and each a "**Parcel**") to be exempt from taxation for a period of ten (10) years; and,

WHEREAS, under R.C. 5709.74, this Board has determined to require the owner or owners of each Parcel, together with their successors and assigns (collectively, the "**Owners**" and each an "**Owner**") to make service payments in lieu of taxes on the portion of the Improvement exempted from taxation under this Resolution; and,

WHEREAS, under R.C. 5709.75, this Board has determined to establish a township public improvement tax increment equivalent fund for the deposit of service payments in lieu of taxes and minimum service payments; and,

WHEREAS, notice of the proposed adoption of this Resolution has been delivered to the board of education of the Little Miami Local School District in accordance with R.C. 5709.73(D) and R.C. 5709.83; and,

WHEREAS, notice of the proposed adoption of this Resolution has been delivered to the board of education of the Warren County Career Center in accordance with R.C. 5709.83; and,

WHEREAS, this Board desires that the Warren County Treasurer (the "**County Treasurer**") forward the service payments in lieu of taxes and minimum service payments to the Township for deposit in the TIF Fund (as defined below) to pay the costs of the Public Infrastructure Improvements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Hamilton Township, Warren County, Ohio, that:

Section 1. Public Infrastructure Improvements. This Board hereby declares the Public Infrastructure Improvements described in **Exhibit A** attached to, and incorporated into, this Resolution, to be a public purpose and to designate them as “**Public Infrastructure Improvements**” (as defined in R.C. 5709.40(A)(8) and R.C. 5709.73(A)(6)) made that will directly benefit the Parcels.

Section 2. Authorization of Tax Exemption. Under R.C. 5709.73(B), this Board hereby exempts seventy-five percent (75%) of the Improvement to each Parcel (as it may be subdivided or combined in connection with the acquisition or development of a Parcel) from real property taxation for a period of ten (10) years commencing with the first day of the tax year in which an Improvement consisting of a building or structure exceeding \$200,000 in true value exists on such Parcel (as it may be subdivided or combined) (each a “**Commencement Date**”) and in all cases ending on the tenth anniversary of the Commencement Date with respect to that Parcel or the date the Public Infrastructure Improvements are paid in full, whichever occurs first. Under R.C. 5709.73(G), the exemption granted by this Resolution will apply to the Improvement to each Parcel on a parcel-by-parcel basis. The Commencement Date for an Improvement to a Parcel may occur within a different tax year than the Commencement Date for an Improvement to any other Parcel, and the Improvement to each Parcel will have a separate exemption term of ten (10) years, commencing on its respective Commencement Date and ending on the date that is ten years after that Commencement Date. In no case will any Improvement to any Parcel be exempted from taxation for longer than ten (10) years.

Section 3. Service Payments and Property Tax Rollback Payments. Pursuant to R.C. 5709.74, this Board directs and requires each Owner to make annual service payments in lieu of taxes with respect to the Improvement allocable to its Parcel to the County Treasurer on or before the final dates for payment of real property taxes. During each Owner’s period of ownership, each service payment in lieu of taxes, including any penalties and interest at the then current rate established under R.C. 323.121 and R.C. 5703.47, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not subject to the exemption granted in this Resolution. Such service payments in lieu of taxes, penalties and interest, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by R.C. 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (the “**Property Tax Rollback Payments**,” and together with the service payments in lieu of taxes and penalties and interest described above, the “**Service Payments**”), will be allocated and distributed in accordance with Section 4 of this Resolution.

Section 4. Minimum Service Payments. Pursuant to R.C. Section 5709.91 and a Cooperative Agreement authorized by a separate resolution of this Board with respect to the Project and the Parcels (the “**Cooperative Agreement**”), in order to ensure sufficient funds to finance the Public Infrastructure Improvements during the period when the exemption granted by this Resolution is in effect for each Parcel, the Owner or Owners of each Parcel are hereby required to make, and shall make, minimum service payments with respect to the Improvements on each such Parcel to or as directed by the Township on or before the dates for such payments as directed in the Cooperative Agreement. Each minimum service payment shall be in the amounts specified and

memorialized in an instrument recorded against each Parcel.

Section 5. Creation of TIF Fund; Application of Service Payments and Minimum Service Payments. This Board hereby establishes, under R.C. 5709.75, a township public improvement tax increment equivalent fund (the “**TIF Fund**”), into which the Township will deposit the Service Payments and minimum service payments collected with respect to the Parcels. The TIF Fund will be maintained in the custody of the Township. The Fiscal Officer of the Township may create one or more accounts or sub-accounts within such fund as appropriate to distinguish the Service Payments and minimum service payments received with respect to the TIF Exemption established pursuant to this Resolution from any tax increment financing programs that may be established by the Township in the future and as are necessary to account for payment of the costs of the Public Infrastructure Improvements, including any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. Those Service Payments and minimum service payments received by the Township with respect to the Parcels, shall be used solely for the purposes authorized in Ohio Revised Code Sections 5709.73, 5709.74, and 5709.75, including, but not limited to, paying any costs of the Public Infrastructure Improvements in a manner that is consistent with this Resolution. For purposes of this Resolution, “costs” of the Public Infrastructure Improvements payable from the TIF Fund shall also include the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The TIF Fund shall remain in existence so long as such Service Payments and minimum service payments are collected and used for the aforesaid purposes, after which time said TIF Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the Township’s General Fund, all in accordance with Ohio Revised Code Section 5709.75.

Pursuant to Ohio Revised Code Section 5709.73, 5709.74, and 5709.75, the County Treasurer is requested to distribute the Service Payments, minimum service payments, and the Property Tax Rollback Payments to the Township for deposit into the TIF Fund. The distribution from the County Treasurer to the Township required under this Section is requested to be made at the same time and in the same manner as real property tax distributions.

Section 6. Application for Real Property Tax Exemption and Remission. This Board further authorizes and directs the Township Administrator or his or her designee to: (i) make arrangements necessary and proper for the collection of Service Payments and minimum service payments from Owners; (ii) make payment of the Service Payments and minimum service payments to the Township to be deposited into the TIF Fund; (iii) prepare and sign all agreements and instruments as may be necessary to implement this Resolution, including any applications for real property tax exemption and remission; and (iv) take all other actions as may be appropriate to implement this Resolution. Ohio Revised Code Section 5709.911 governs the priority status of the exemptions provided under this Resolution.

Section 7. Tax Incentive Review Council. The Township has created the Hamilton Township Tax Incentive Review Council (the “**Council**”). The membership of the Council is constituted under R.C. 5709.85. The Council shall, in accordance with R.C. 5709.85, review annually all exemptions from taxation resulting from this Resolution and any other matters as may

properly come before the Council, all as set forth under R.C. 5709.85.

Section 8. Ohio Department of Development. Pursuant to R.C. 5709.73(I), the Township Administrator is directed to deliver a copy of this Resolution to the Director of the Ohio Department of Development (“**ODOD**”) within fifteen (15) days after its adoption. On or before March 31 of each year that an exemption granted by this Resolution remains in effect, the officer or officers authorized by Section 5 of this Resolution are to prepare and submit the status report required under R.C. Section 5709.73(I) to the Director of ODOD.

Section 9. Open Meetings. It is found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including R.C. 121.22.

Section 10. Emergency. This Resolution is declared to be an emergency measure necessary for the preservation of the health, safety, and well-being of the residents of the Township and

Section 10. Effective Date. This Resolution constitutes and is hereby declared an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents of the Township in order to facilitate the financing, construction, and dedication of the Pubic Infrastructure Improvements near the Parcels, and for the further reason that the Board desires the TIF Exemption to be effective from the earliest period provided by law in order to maximize the amount of Service Payments available to pay the costs of Public Infrastructure Improvements; therefore, this Resolution is to take effect on and after the earliest period allowed by law.

Mr. _____ seconded the Resolution and the Fiscal Officer called the roll:

Joseph P. Rozzi	Aye___	Nay___
Mark Sousa	Aye___	Nay___
Darryl Cordrey	Aye___	Nay___

Resolution adopted this 6th day of September, 2023.

Attest:

Kurt Weber, Fiscal Officer

Approved as to form:

Benjamin J. Yoder, Law Director

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on September 6, 2023

Date: _____

Kurt Weber, Fiscal Officer

EXHIBIT A

Public Infrastructure Improvements

All of the Public Infrastructure Improvements described below are hereby determined to be “**public infrastructure improvements**” (as defined in R.C. 5709.40(A)(8) and R.C. 5709.73(A)(6)) and are intended to benefit or serve the Parcels described in **Exhibit B**. The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” described in R.C. 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and any debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Public Infrastructure Improvements include, without limitation:

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks and walkways, pathways, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including the continued maintenance of those public roads and highways; and,
- **Water and Sewer Lines.** Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore and including the continued maintenance of those storm and sanitary sewers), water lines (including the continued maintenance of those water lines), fire buildings and improvements, public water and fire protection systems (excluding any in-unit, private water and fire suppression systems), and all other appurtenances thereto; and,
- **Utilities.** Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto, and including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and,
- **Parks.** Construction or reconstruction of one or more public parks, including grading, trees, sod, shrubs, and other park plantings, park accessories, park structures, irrigation, lighting, flatwork, playgrounds, fountains, water fountains, water features, sports facilities, including, but not limited to, public tennis courts, sculptures, public art and related improvements, and all other appurtenances thereto; and,
- **Streetscape/Landscape Improvements.** Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and,

- **Public Parking Facilities.** Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and,
- **Demolition.** Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and,
- **Acquisition of Real Estate.** Acquisition of real estate or interests in real estate (including easements and rights-of-way) necessary to accomplish the foregoing improvements or in aid of industry, commerce, distribution or research; and,
- **Environmental remediation;** and,
- **Township Facilities.** Acquisition of real estate or interests in real estate for, and site preparation, construction, expansion, and alteration of, buildings or structures deemed necessary by the Trustees for the provision of Township services to residents; and,
- **Stormwater and Flood Remediation Projects.** Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and,
- **Ongoing Administrative Expenses.** Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenue, including but not limited to engineering, architectural, legal, TIF administration, permitting and public infrastructure construction management, and other consulting and professional services; and,
- **Inspection/Governmental Fees.** All inspection fees and other governmental fees related to the foregoing; and,
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

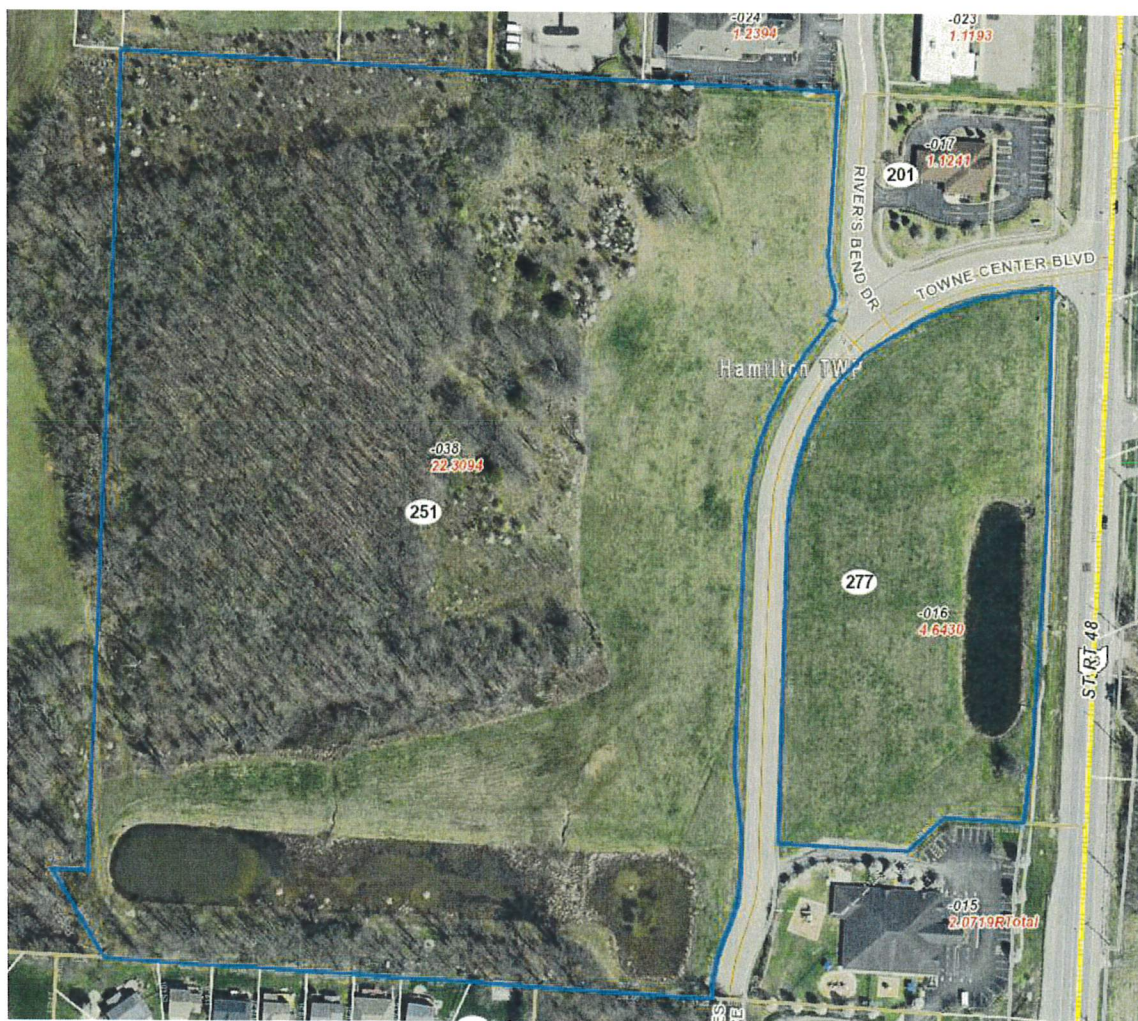
EXHIBIT B

Description of the Parcels

The Parcels to be exempt under the foregoing Resolution consist of the following parcels of real property, identified by the Warren County Auditor as the Tax Year 2023 parcel numbers* listed below and depicted on the attached map, highlighted in blue, including any subsequent combinations or subdivisions:

Parcel ID	Owner	Street Address	Acreage
16052510380	Hamilton Pointe Investment, LLC	Towne Center Blvd	22.3094
16052770160	Hamilton Pointe Investment, LLC	Towne Center Blvd	4.643

* The parcel numbers listed are currently identified in the records of the office of the Warren County Auditor as of the Effective Date.



The Township of Hamilton, Warren County, Ohio Board of Township Trustees met in regular session on September 6, 2023 at 6 p.m. at the Hamilton Township Administration Building, 7780 State Route 48, Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mr. Rozzi
Mr. Sousa
Mr. Cordrey

Mr. _____ presented the following Resolution and moved its adoption:

RESOLUTION No. 2023-0906E

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COOPERATIVE AGREEMENT AMONG THE WARREN COUNTY PORT AUTHORITY, HAMILTON TOWNSHIP, HAMILTON POINTE INVESTMENT, LLC, AND SUCH OTHER PARTIES AS THE TOWNSHIP MAY DETERMINE; AUTHORIZING THE APPROPRIATION OF FUNDS FOR PAYMENT OF DEBT SERVICE WITH RESPECT TO A PRINCIPAL AMOUNT NOT TO EXCEED \$3,100,000 OF PORT AUTHORITY REVENUE BONDS TO BE ISSUED TO PAY COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A CONSTRUCTION MANAGER AGREEMENT AND CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE REVENUE BONDS; AND AUTHORIZING AND APPROVING RELATED MATTERS

WHEREAS, Hamilton Township, Warren County, Ohio (the "Township") intends to collaborate with Hamilton Pointe Investment, LLC, an Ohio limited liability company (the "Developer"), to provide for the construction, equipping, and improvement of certain public infrastructure improvements on real property located within the boundaries of the Township (the "Project"); and

WHEREAS, it is in the best interest of the Township to request the assistance of the Warren County Port Authority (the "Port Authority") in financing the Project; and

WHEREAS, the Port Authority will issue revenue Bonds in a principal amount not to exceed \$3,100,000 (the "Bonds"), the proceeds of which Bonds will be made available to the Developer to pay or reimburse the costs of the Project, as further described in the Cooperative Agreement (the "Cooperative Agreement") to be entered into by and among the Port Authority, the Township, the Developer, and such other parties as the Township may determine, which may include The Huntington National Bank, as trustee; and

WHEREAS, the Township Board of Trustees has determined to authorize the signing of the Cooperative Agreement and the Construction Management Agreement each in connection with the Project.

NOW, THEREFORE, BE IT RESOLVED, that this Resolution constitutes and is hereby declared an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that the Township Board of Trustees desires the Cooperative Agreement to be effective within the current calendar year to assist in the timely financing of the Project and in order to protect the public morals, safety, and health, and to promote the public convenience and common good of the Township; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Board of Trustees of Hamilton Township, Warren County, Ohio that:

SECTION 1. Determinations by Board of Trustees. The Board of Trustees of the Township finds and determines as follows:

- a) Public Purpose. The Project serves a proper public purpose under Article VIII, Section 13, of the Ohio Constitution and Ohio Revised Code Sections 5709.73, *et seq.*
- b) Cooperation with Port Authority. It is necessary, proper and in the best interest of the Township to request the Port Authority to issue the Bonds and for the Port Authority to make the proceeds from the issuance of the Bonds available to the Developer and the Township pursuant to the Cooperative Agreement for use in the Project.
- c) Cooperative Agreement, Construction Manager Agreement, and Other Documents. It is necessary, proper and in the best interest of the Township to authorize the Cooperative Agreement and the Construction Manager Agreement and other documents and instruments to provide for, among other things, the issuance of the Bonds by the Port Authority, the security for the Bonds of assigned service payments in lieu of taxes, minimum service payments, and a contract for construction of the public infrastructure improvements related to the Project.

The Board of Trustees of the Township finds and determines that the issuance of the Bonds and the signing and delivery of the Cooperative Agreement and the Construction Manager Agreement in connection with such issuance for the purposes provided in this Resolution all serve a proper, public purpose.

SECTION 2. Authorization of Cooperative Agreement, and Construction Manager Agreement; Additional Documents. In connection with the issuance of the Bonds, the Township Administrator is authorized, in the name and on behalf of the Township, to sign and deliver the Cooperative Agreement and the Construction Manager Agreement in such form as determined by the Township Administrator and the Township Law Director as acceptable, in the best interest of the Township, and consistent with this Resolution, all of which findings shall be conclusively evidenced by the Township Administrator's execution, and the Township Law Director's approval as to form, of the Cooperative Agreement and the Construction Manager Agreement.

The Township Administrator is authorized to sign and deliver and accept delivery of such instruments, certificates and documents as are necessary or appropriate to consummate the transactions authorized by this Resolution, including all agreements, contracts, and documents necessary or appropriate, in such officer's discretion, to facilitate the purchase of the bonds or the advance of proceeds of the Bonds by the bondholder or procurement of bond insurance to enhance the credit of the Bonds if determined to be advisable in connection with the pricing and sale of the Bonds. Specifically, the Township Administrator is authorized to sign and deliver and accept delivery of a minimum service payment obligation, contract, agreement, or declaration provided by the Developer or the owner or owners of any real property that are subject to any tax increment financing exemption authorized by the Township, and to cause or agree to cause the recordation of such instrument, in order to establish a minimum service payment obligation under Ohio Revised Code Section 5709.91 enforceable by the Township and the Port Authority in connection with and as security for the issuance of the Bonds.

The Township Administrator is further authorized to provide certain information related to the Township (the "Township Information") for inclusion in an official statement or other offering document of the Port Authority, in preliminary and final form, in connection with the original issuance of the Bonds. If the Township Administrator so determines, then the Township Administrator and the Fiscal Officer are hereby authorized and directed to prepare, on behalf of the Township and in their official capacities, the Township Information and any supplements thereto, and such certificates related to the accuracy of the Township Information as may, in their judgment, be necessary or appropriate.

The Township Administrator is authorized to make the necessary arrangements on behalf of the Township and cooperate with the Port Authority to establish the date, location, procedure and conditions for the delivery of the Bonds to the original purchaser of the Bonds identified by the Port Authority and to take all actions necessary to effect due signing, authentication and delivery of the Bonds by the Port Authority consistent with the terms of this Resolution. The Fiscal Officer or other appropriate official of the Township shall, upon request, furnish the original purchaser of the Bonds identified by the Port Authority a true transcript of proceedings certified by the Fiscal Officer or other official.

SECTION 3. Revenues Received by the Township. The Board of Trustees authorizes the Fiscal Officer or other appropriate official to take all actions necessary to carry out and perform the Cooperative Agreement, including but not limited to the transfer of funds held in the TIF Fund in accordance with the Cooperative Agreement.

NOTWITHSTANDING ANYTHING IN THIS RESOLUTION TO THE CONTRARY, THE TOWNSHIP'S OBLIGATION UNDER THE COOPERATIVE AGREEMENT TO TRANSFER FUNDS SHALL BE A SPECIAL OBLIGATION OF THE TOWNSHIP AND SHALL BE REQUIRED TO BE MADE SOLELY FROM THE ASSIGNED SERVICE PAYMENTS DEPOSITED BY THE TOWNSHIP IN THE TIF FUND. THE OBLIGATIONS OF THE TOWNSHIP UNDER THE COOPERATIVE AGREEMENT ARE NOT AND SHALL NOT BE SECURED BY AN OBLIGATION OR PLEDGE OF ANY MONEYS RAISED BY TAXATION. THE OBLIGATIONS OF THE TOWNSHIP UNDER THE COOPERATIVE AGREEMENT DO NOT AND SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE TOWNSHIP, AND

NO ENTITY HAS OR WILL HAVE ANY RIGHT TO HAVE TAXES LEVIED BY THE TOWNSHIP FOR THE PAYMENT OF ANY AMOUNTS DUE UNDER THE COOPERATIVE AGREEMENT.

SECTION 4. Federal Income Tax Matters. The Port Authority may determine to issue its Bonds, in one or more series or sub-series, as obligations the interest on which is excludable from gross income for purposes of federal income taxation ("Tax Exempt Bonds") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and regulations duly promulgated under the Code, as amended (the "Regulations"). If any of the Port Authority's Bonds are issued as Tax Exempt Bonds, the Fiscal Officer or his or her designee, for and on behalf of the Township, is hereby authorized to: (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the Township with respect to all or such portion of the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of all or such portion of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Fiscal Officer or his or her designee, which action shall be in writing and signed by the Fiscal Officer or his or her designee, on behalf of the Township; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the Township, as may be appropriate to assure the status of all or such portion of the Bonds as Tax Exempt Bonds; and (c) to give an appropriate certificate or agreement on behalf of the Township for inclusion in the transcript of proceedings setting forth the facts, estimates, and circumstances, and reasonable expectations of the Township pertaining to Section 148 of the Code and the Regulations, and the representations, warranties, and covenants of the Township regarding compliance by the Township with Sections 141 through 150 of the Code and the Regulations, as applicable.

To the extent proceeds of any Bonds issued as Tax Exempt Bonds are held or controlled by the Township, the Fiscal Officer or his or her designee shall keep and maintain adequate records pertaining to the use and investment of all proceeds of any Bonds issued as Tax Exempt Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the Township and the Port Authority to comply with any federal law or regulation now or hereafter having applicability to any Bonds issued as Tax Exempt Bonds that relates to the use of such proceeds, limits the amount of bond proceeds that may be invested on an unrestricted yield or requires the Port Authority to rebate arbitrage profits to the United States Department of the Treasury. The Fiscal Officer or his or her designee is hereby authorized and directed to cooperate with the Port Authority to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to any Bonds issued as Tax Exempt Bonds requires any such reports or rebates.

The Township hereby covenants that it shall comply with the requirements of all existing and future laws which must be satisfied in order that any Bonds issued as Tax Exempt Bonds are and will continue to be Tax Exempt Bonds, including, without limitation, restrictions on the use of the property financed with the proceeds of such Bonds and restrictions on the use of the proceeds of such Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time such Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the Regulations. The Fiscal Officer or his or her designee is, are hereby authorized and directed, for and in the name of the Township and on its behalf, to execute and deliver a Tax Compliance Certificate or similar certificate or agreement (the "Tax Compliance Certificate"). The Tax Compliance Certificate shall be in such form and shall contain such terms, covenants and conditions

not inconsistent with this Resolution as shall be approved by the Fiscal Officer or his or her designee. The approval of the Tax Compliance Certificate shall be conclusively evidenced by the execution thereof by the Fiscal Officer or his or her designee.

SECTION 5. Interpretation. Nothing in this Resolution is intended to, and no provision hereof shall be applied in any manner as would, impair the obligation of contract of the Township with respect to any outstanding bonds, certificates of indebtedness, other obligations, indentures, or other agreements or contracts made or entered into by the Township.

SECTION 6. Severability. Each section of this Resolution and each subdivision or paragraph of any section is hereby declared to be independent, and the finding or holding of any section or any subdivision or paragraph of any section to be invalid or void shall not be deemed or held to affect the validity of any other section, subdivision or paragraph of this Resolution.

SECTION 7. Compliance with Open Meeting Law. The Board of Trustees finds and determines that all formal actions of this Board were taken in an open meeting of this Board, and that all deliberations of this Board were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

SECTION 8. Effective Date. This Resolution shall be effective from and after the earliest period provided by law.

Mr. _____ seconded the Resolution and the Fiscal Officer called the roll:

Joseph P. Rozzi	Aye_____	Nay_____
Mark Sousa	Aye_____	Nay_____
Darryl Cordrey	Aye_____	Nay_____

Resolution adopted this 6th day of September, 2023.

Attest:

Kurt Weber, Fiscal Officer

Approved as to form:

Benjamin J. Yoder, Law Director

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on September 6, 2023

Date: _____

Kurt Weber, Fiscal Officer

TAX INCREMENT FINANCING AND

COOPERATIVE AGREEMENT

BY AND AMONG

WARREN COUNTY PORT AUTHORITY

AND

HAMILTON TOWNSHIP, WARREN COUNTY, OHIO

AND

HAMILTON POINTE INVESTMENT, LLC

[\$3,100,000]

Warren County Port Authority
Special Obligation Development Revenue Bonds
(Ohio Communities Accelerator Fund)

Series 2023B
(Hamilton Pointe Project)

DATED AS OF [____], 2023

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TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT

This TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT (this "Agreement") is made and entered into as of [____], 2023, by and among the WARREN COUNTY PORT AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the "Issuer"), HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, a township and political subdivision of the State (the "Township"), and HAMILTON POINTE INVESTMENT, LLC, an Ohio limited liability company (the "Developer") under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Annex D hereof):

BACKGROUND:

WHEREAS, the Developer has acquired certain real property located within the boundaries of the Township, as more particularly described in **EXHIBIT A** attached hereto and incorporated herein (the "TIF Parcels"), with each parcel of real property comprising the TIF Parcels referred to herein as a "Parcel" (whether as presently appearing on the county tax duplicate or as subdivided or combined and appearing on future tax duplicates), for the purposes of developing the TIF Parcels with a multi-building apartment complex consisting of approximately 312 residential units and four separate retail outlots (the "Development Project") and as set forth in **EXHIBIT C1** attached hereto and incorporated herein; and

WHEREAS, the Developer proposes to cause the construction of certain public infrastructure improvements on a portion of the TIF Parcels and parcels adjacent to the TIF Parcels, including specifically the acquisition, construction, equipment, installation, and other improvement of "port authority facilities," as defined in the Act, consisting of certain roadway, right-of-way, and appurtenant improvements, including water, storm water sewer, and retention ponds on or about Towne Center Boulevard within the Township (the "Infrastructure Project") and as set forth in **EXHIBIT C2** attached hereto and incorporated herein, and the issuance by the Township of certain revenue obligations to pay or reimburse the costs of public infrastructure improvements (the "Infrastructure Project Costs") incurred in connection with the construction of the Infrastructure Project, and has represented to the Township and the Issuer that the completion of said public infrastructure improvements will facilitate and be useful for the conduct of commercial and other activity near the Infrastructure Project, including the Development Project; and

WHEREAS, the Township has determined that the development of the TIF Parcels and the fulfillment generally of this Agreement with respect to the Infrastructure Project are in the vital and best interests of the Township and the health, safety, morals, and welfare of its residents, creating and preserving jobs and employment opportunities, and necessary to improve the economic welfare of the people of the Township;

WHEREAS, Pursuant to the Act, the Issuer has determined (i) that the Infrastructure Project is in furtherance of the Issuer's authorized purposes and therefore constitutes "port authority facilities" as defined in the Act, and (ii); to issue, sell and deliver Warren County Port

Authority Special Obligation Development Revenue Bonds, (Ohio Communities Accelerator Fund), Series 2023B (Hamilton Pointe Project) in an amount not to exceed \$3,100,000.00 (the "Series 2023B Bonds") for the purpose of financing a portion of the costs of the Infrastructure Project; and

WHEREAS, pursuant to Ohio Revised Code Sections 5709.73, et seq. and related laws (collectively, the "TIF Act"), on September 6, 2023, the Board of Township Trustees ("Trustees") of the Township adopted Resolution No. [] (the "TIF Resolution"), pursuant to which the Trustees declared 75% of the increase in the assessed value of the TIF Parcels (the "Improvements") to be a public purpose exempt from real property taxation for a period of up to ten (10) years (such period anticipated to commence in tax year 2027, the "TIF Exemption"), and imposed on the Developer and/or the future owners of the TIF Parcels (each an "Owner") obligations to make (i) Statutory Service Payments and (ii) to the extent required to pay debt service on the Series 2023B Bonds, Minimum Service Payments during the term of the TIF Exemption; and

WHEREAS, the Township and the Developer hereby agree that Developer (in its capacity as owner of the TIF Parcels, and on behalf of all subsequent owners thereof as a covenant running with the TIF Parcels) shall be obligated to make Statutory Service Payments to the County Treasurer and Minimum Service Payments to the Trustee; and

WHEREAS, the Minimum Service Payments are "minimum service payment obligations" for purposes of the TIF Act and Ohio Revised Code Section 5709.91; and

WHEREAS, the scheduled Financing Payments for the Series 2023B Bonds are in the estimated amounts set forth in **EXHIBIT B** attached hereto and incorporated herein (the "Financing Payment Schedule"), such amounts are to be paid from and secured by the Assigned Service Payments and an assignment by the Township of its right to collect the Minimum Service Payments from each Owner hereunder, the Schedule of Required Minimum Service Payment Amounts will be set to be equal to the annual scheduled Financing Payments, as such annual amounts are set forth in **EXHIBIT B** hereto and incorporated herein by reference; and

WHEREAS, the obligations under this Agreement, including the obligation to pay Statutory Service Payments, and the obligations of the Owners of the TIF Parcels to pay the Minimum Service Payments, shall be secured by the Minimum Service Payment Declaration to be recorded against the TIF Parcels, and by the statutory lien created by Ohio Revised Code Section 5709.91; and

WHEREAS, the Issuer, the Township, and the Developer have determined that the most efficient and effective way to implement the tax increment financing authorized under the TIF Resolution, and to thereby provide for the financing of a portion of the Infrastructure Project and to thereby further the respective public purposes of the Township and the Issuer further described herein is through this Agreement with (i) the Issuer issuing its Series 2023B Bonds in order to make a portion of the proceeds of the Series 2023B Bonds available to pay or reimburse a portion of the Infrastructure Project Costs; (ii) the Developer providing on behalf of the Issuer for the acquisition, construction (including, for all purposes of this Recital, any related acquisition, design, engineering, testing, demolition, remediation, reconstruction and rehabilitation), installation,

equipping, furnishing and other improvement of the Infrastructure Project; and (iii) the Developer and its successors in interest as Owners of the TIF Parcels agreeing to pay the Service Payments and any Minimum Service Payments, as a covenant running with the land, in aggregate amounts such that the Assigned Service Payments and Minimum Service Payments, together with other amounts available to the Trustee, will always provide revenues sufficient to pay the Financing Payments; and

WHEREAS, the Village of Maineville and the Township have cooperated to establish an economic development plan, that includes the TIF Parcels, and shall establish, with the consent of the Developer, the Hamilton-Maineville Joint Economic Development District pursuant to the Hamilton-Maineville Joint Economic Development District Agreement dated as of [REDACTED], 2023 between the Township and the Village of Maineville; and

WHEREAS, the Issuer, the Township, and the Developer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions on each party's respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements contained herein, the Issuer, the Township, and the Developer agree as follows (provided that any obligation of the Issuer created by or arising out of this Agreement shall never constitute a general debt of the Issuer or give rise to any pecuniary liability of the Issuer but shall be payable solely out of the Pledged Revenues available to the Issuer; and provided further that any obligation of the Township under this Agreement shall never constitute a general debt of the Township or give rise to any pecuniary liability of the Township but shall be payable solely from the Statutory Service Payments and any Minimum Service Payments received by the Township).

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ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the words and terms used herein shall have the meanings set forth in the Master List of Definitions attached hereto as Annex I unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2 Interpretation. Any reference herein to the Issuer, to the Township, or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Issuer, the Holders, the Trustee, or the Township under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of the Series 2023B Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations and Covenants of the Issuer. The Issuer represents and covenants that:

(a) It is a body corporate and politic duly organized and validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Issuer in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and performance by the Issuer of this Agreement and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the Issuer, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Issuer is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a Party.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

(f) The Series 2023B Bond Legislation has been duly adopted or passed, is in full force and effect, and is not subject to repeal or referendum.

(g) For so long as the Series 2023B Bonds remain outstanding, and except as set forth in Section 2.4, it will enforce the Minimum Service Payments due under the Minimum Service Payment Declaration.

(h) The Issuer will not amend or supplement the Series 2023B Supplemental Indenture without the prior written consent of the Township and the Developer.

Section 2.2 Representations and Covenants of the Township. The Township represents and covenants that:

(a) It is a political subdivision of the State, validly existing under the laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Township in a manner or to an extent

which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby.

(c) It is legally empowered to execute, deliver and perform this Agreement and the Transaction Documents to which it is a party, and to enter into and carry out the transactions contemplated thereby and to enact the TIF Resolution. The execution, delivery and performance by the Township of this Agreement and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the Township, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Township is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.

(e) The TIF Resolution has been duly adopted or passed, is in full force and effect, and is not subject to repeal by referendum. For so long as the Bonds remain outstanding, the Township will continue to collect or cause to be collected the Service Payments and will not amend, repeal or change the TIF Resolution in any way that materially and adversely affects or impairs (a) the sufficiency of the receipts of the Statutory Service Payments collected or otherwise available for payment of Bond Service Charges and funding of the required reserves, or (b) the pledge or application of Assigned Service Payments and Minimum Service Payments to the payment of Bond Service Charges and funding of any required reserves.

(f) The Township shall circulate or cause the circulation of property owner and business owner petitions to the property owners and business owners within the proposed Joint Economic Development District, including the TIF Parcels, and shall otherwise comply with the requirements of Ohio Revised Code Section 715.72 in the establishment of the Hamilton-Maineville Joint Economic Development District.

(g) The Township shall not, for so long as the Bonds are outstanding, apply the Service Payments except in accordance with this Agreement, or make a parity pledge of the Service Payments to any debt other than the Bonds.

(h) The Township hereby assigns to the Issuer its rights and obligations under the TIF Resolution to collect and enforce Statutory Service Payments and Minimum Service Payments. The Township shall reasonably cooperate with the Issuer, the Trustee, and/or the County Treasurer, but at no cost to the Township, in connection with any enforcement action by the Issuer, the Trustee, and/or the County Treasurer with respect to the Statutory Service Payments and Minimum Service Payments.

(i) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

Section 2.3 Representations and Covenants of the Developer. The Developer represents and covenants that:

(a) It is a limited liability company duly organized and validly existing under the laws of the State of Ohio.

(b) It has full power and authority to execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party and to enter into and perform the transactions contemplated by those documents; that execution, delivery and performance of this Agreement and the Transaction Documents to which it is a party does not, and will not, violate any provision of law applicable to the Developer or the Developer's Articles of Organization and does not, and will not, conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound; it has duly authorized the execution, delivery, and performance of this Agreement and the other Transaction Documents to which it is a party; and it has duly authorized and all steps necessary to be taken by the Developer have been taken to constitute this Agreement and the other Transaction Documents to which it is a party as a valid and binding obligation of the Developer.

(c) The provision of financial assistance to be made available under this Agreement and the commitments therefor made by the Township and the Issuer have in part induced the Developer to undertake the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and will create and preserve jobs and employment opportunities within the Township.

(d) The provision of financial assistance to be made available under this Agreement and the commitments therefore made by the Township and the Issuer have in part induced the Developer to consent to the establishment of the Hamilton-Maineville Joint Economic Development District, or, if so determined by the Township, a joint economic development district with a different contracting municipality and the Developer, on behalf of its successors and assigns, shall demonstrate such consent by executing a property owner petition for the inclusion of the TIF Parcels in the Hamilton-Maineville Joint Economic Development District, or any other such joint economic development district between the Township and a contracting municipality, subject to the terms and conditions of the Hamilton-Maineville Joint Economic Development Agreement, or such other joint economic development agreement with such contracting municipality.

(e) For so long as the Bonds remain outstanding, the Developer shall take any and all actions necessary to ensure that the Statutory Service Payments and Minimum Service Payments owed for TIF Parcels owned by the Developer are paid as and when due as set forth in this Agreement.

(f) The Developer hereby acknowledges, agrees, and consents to the assignment by the Township to the Issuer pursuant to the terms of this Agreement of the rights of the Township to enforce and collect the Statutory Service Payments and Minimum Service Payments.

(g) The Infrastructure Project will be completed in accordance with the Plans and Specifications and the terms of this Agreement and the Construction Agency Agreement.

(h) The Infrastructure Project will comply with all Environmental Laws.

Section 2.4 Service Payments, Minimum Service Payments, and Declaration.

(a) Covenant to Make Service Payments. During the period of the TIF Exemption, each of the Owners shall make semiannual Statutory Service Payments with respect to the Improvements on its respective TIF Parcel(s) pursuant to and in accordance with the requirements of the TIF Act, the TIF Resolution and this Agreement. The Statutory Service Payments shall be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Statutory Service Payments) on or before the date on which real property taxes would otherwise be due and payable for the Improvements. Each semiannual Statutory Service Payment shall be in the same amount as the real property taxes that would have been charged and payable against the Improvements had the TIF Exemption not been granted. Any late Statutory Service Payments shall bear interest and shall be subject to penalties at the same rate and in the same amount and payable at the same time as delinquent taxes. The obligation of each Owner to make the Statutory Service Payments with respect to its respective TIF Parcel shall be a several, and not joint obligation, shall be unconditional, and shall not be terminated for any cause, and there shall be no right to suspend or set off such Statutory Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Development Project or the Infrastructure Project, commercial frustration of purpose, or any failure by any other party hereto to perform or observe any obligation, or covenant, whether express or implied, arising out of or in connection with this Agreement or the other Transaction Documents to which they are parties.

(b) TIF Fund. The Township agrees that it shall establish the TIF Fund for the deposit of any Service Payments received by the Township as a separate fund maintained on the Township's books and records and to be held in the custody of a bank with which the Township maintains a depository relationship.

(c) No other Exemptions to have Priority over TIF Exemption without Township and Issuer Consent. The Parties agree that no other tax exemption granted with respect to the Property shall have priority over the TIF Exemption (and the obligation to pay the Service Payments) without the written consent of the Issuer and the Township, and that a notice to that effect, conforming to the requirements of Ohio Revised Code Section 5709.911, shall be prepared and recorded by and at the cost of the Developer promptly after the TIF Exemption is approved by the Ohio Tax Commissioner.

(d) Minimum Service Payments; Payment Guaranty. Until such time as the Series 2023B Bonds shall no longer be outstanding, each of the Owners shall pay the Statutory Service Payments and the Minimum Service Payments, if any, with respect to their respective TIF Parcels when due and in accordance with the terms of the TIF Resolution, this Agreement, and the Minimum Service Payment Declaration.

The Administrator shall make separate determinations of Minimum Service Payments due for each TIF Parcel based on the Financing Payments attributable to each of the TIF Parcels as set forth on **Exhibit C** and each TIF Parcel's Minimum Service Payment Share (as defined herein). On each January 1 (or such date when the assessed valuation for the TIF Parcels is made available from the County), commencing February 1, 2026, the Administrator shall calculate and certify to the Trustee, the Issuer and the Owner of each TIF Parcel its estimate of Tax Payments for each

TIF Parcel that will be due on the Tax Collection Dates in the subsequent year and any Minimum Service Payments payable by the Owner of a TIF Parcel on such Tax Collection Dates. Each Owner of a TIF Parcel shall pay its share of the Tax Payments and Minimum Service Payments attributable to its TIF Parcel certified by the Administrator, as provided in this paragraph, in two semi-annual installments for the first semiannual Tax Collection Date for the corresponding tax year and in two semi-annual installments for the second semiannual Tax Collection Date for the corresponding tax year, each in advance of such Tax Collection Date, by delivering such semi-annual installment amounts to the Trustee at the Trustee's Notice Address on the first Business Day of each month, commencing in January of the first calendar year in which the Administrator has determined and certified that Minimum Service Payments will be due with respect to the TIF Parcels. Each Owner shall identify its Minimum Service Payments using the County Auditor's real property parcel number. Upon receipt of the semi-annual installments of Minimum Service Payments from the Owner of a TIF Parcel, the Trustee shall deposit the Tax Payments and Minimum Service Payments into each appropriate subaccount in the Series 2023B Revenue Account.

To the extent the semiannual bill for real property taxes and Statutory Service Payments with respect to any TIF Parcel on any Tax Collection Date exceeds the aggregate Tax Payments deposited with the Trustee, the Owner of that TIF Parcel shall, prior to the Tax Collection Date, pay to the Trustee its share of such deficiency with the last monthly installment of Tax Payments, and the Trustee shall deposit such amount into each appropriate subaccount in the Tax Payment Account. The Trustee shall pay to the County Treasurer from amounts on deposit in each subaccount in the Tax Payment Account the semiannual bill for real property taxes and Statutory Service Payments due for the applicable TIF Parcel. If the Tax Payments on deposit in a subaccount of the Tax Payment Account exceed the amount of the real property tax bill for the applicable TIF Parcel, the balance remaining in the Tax Payment Account shall be transferred by the Trustee at the written direction of the Issuer to the Excess Revenue Account for application as provided in the Series 2023B Supplemental Indenture.

On April 15 and October 15 of each year (or such time when the Trustee receives the Assigned Service Payments from the Township), commencing April 15, 2026, the Administrator shall provide a verification report to the Trustee, the Issuer, and each Owner whether such Owner has in its subaccount a Deficiency Amount or an Excess Amount for the next Interest Payment Date. If a Deficiency Amount exists, the Owner shall pay its Deficiency Amount to the Trustee no later than 60 days after such calculation date. The payment of such Deficiency Amount shall be a Minimum Service Payment hereunder. If an Excess Amount exists, the Trustee shall, within 10 days after certification from the Administrator and upon written direction of the Issuer, transfer such Excess Amount to the Excess Revenue Account for application as provided in Section 8 of the Series 2023B Supplemental Indenture.

Each TIF Parcel's liability for the total amount of Minimum Service Payments necessary for each Financing Payment Date or Interest Payment Date, as applicable, shall be joint and several between all the TIF Parcels, but shall be calculated by the Administrator, in accordance with this subparagraph (e) utilizing the following Minimum Service Payments contribution amounts with respect to each Parcel (each a "Minimum Service Payment Share"):

- (i) The Multi-Family Parcel : 87.10%
- (ii) Outlot Parcel #1: 3.58%
- (iii) Outlot Parcel #2: 2.87%
- (iv) Outlot Parcel #3: 2.87%
- (v) Outlot Parcel #4: 3.58%

If the Trustee receives a Late Assigned Service Payment with respect to a TIF Parcel, the Trustee shall, within 10 days of receipt thereof, provide notice of the amount of the Late Assigned Service Payment to the Administrator, the Issuer, the Trustee, and the Owner of such TIF Parcel. The Administrator, within 10 days after its receipt of the notice, shall calculate and certify the Late Portion to the Trustee, the Issuer, and the Owner of such TIF Parcel. The Owner of such TIF Parcel, within 10 days after the Administrator's certification, shall pay the Late Portion to the Trustee as directed by the Administrator. The amount due with respect to such Late Portion shall constitute a Minimum Service Payment under this Agreement.

The Developer, for itself as Owner and all future owners of the TIF Parcels, hereby agrees to pay the Minimum Service Payments as, and when, due in the amounts set forth in the Minimum Service Payment Declaration, which the Township hereby directs be paid to the Trustee, for deposit and application in accordance with the Series 2023B Supplemental Indenture. The Minimum Service Payments, if and when due pursuant to the Minimum Service Payment Declaration, unless invoiced by the County Treasurer, shall be invoiced to the Owner(s) by the Township, by the Administrator, or by the Issuer or Trustee, no later than each May 1 and November 1, as applicable, or, if May 1 or November 1 is not a business day, then on the first business day after such May 1 or November 1, pursuant to the Minimum Service Payment Declaration, and shall be timely paid to the Trustee. In the event such Minimum Service Payments are invoiced by the County Treasurer, the Owner(s) shall pay such amount to the County Treasurer, provided that the Owner(s) shall not be required to pay such amounts to both the County Treasurer and the Trustee. So long as the Developer has an interest in the TIF Parcels as an Owner, the Developer agrees to pay all Minimum Service Payments when and as due for such TIF Parcels owned by it.

After being notified that Minimum Service Payments otherwise due and payable have not been paid, the Township shall certify to the Warren County Auditor past-due Minimum Service Payments to the Warren County Auditor for collection on the real property tax bills.

The obligation of an Owner to make the Minimum Service Payments with respect to its TIF Parcels shall be unconditional, and shall not be terminated for any cause, and there shall be no right to suspend or set off such Minimum Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Development Project, or the Infrastructure Project, commercial frustration of purpose, or any failure by the Township or the Issuer to perform or observe any obligation, or covenant, whether express or implied, arising out of or in connection with this Agreement or the other Transaction Documents to which they are parties. The Guarantors shall guarantee payment

of the Minimum Service Payments as provided in the Payment Guaranty, and, on the Closing Date, shall execute and deliver the Payment Guaranty to the Issuer and the Trustee.

(e) Minimum Service Payment Declaration. On the Closing Date, the Developer and the Township shall execute the Minimum Service Payment Declaration and shall cause the same to be recorded against the TIF Parcels before the recording of any other mortgages or instruments of assignment or security recorded on the Closing Date. The Minimum Service Payment Declaration and the covenants contained in the Minimum Service Payment Declaration (including without limitation the obligation of an Owner to make Minimum Service Payments) shall be specifically enforceable by the Trustee and the Issuer by mandatory injunction or any other remedy at law or in equity. Upon the payment in full of the Statutory Service Payments and Minimum Service Payments, the Township and Issuer shall execute an instrument in recordable form evidencing the termination and release of the Minimum Service Payment Declaration (and the covenants running with the land and, as required hereunder, set forth in any deed, lease or assignment at the time recorded against the TIF Parcels).

(f) Transfer of Service Payments. The parties anticipate that semiannual installments of the Service Payments will be paid to the Township by the County Auditor and the County Treasurer in accordance with Ohio Revised Code Chapters 319, 321, 323, and 727, which, without limiting the generality of the foregoing, contemplate that the County Auditor and County Treasurer will pay the semiannual installments of the Service Payments to the Township on or before June 1 and December 1 of each year. Upon receipt of any moneys constituting Service Payments, the Township shall promptly, and in any event not later than the Financing Payment Date, deliver to the Trustee all such moneys received by the Township. The Issuer, the Trustee or the Administrator may from time to time provide written payment instructions to the Township for payment of such Service Payments by check, wire instructions, or other means. If at any time during the term of this Agreement the County Auditor agrees, on behalf of the Township, to disburse the Service Payments to or on direction of the Issuer pursuant to instructions or procedures agreed upon by the County Auditor and the Township, then, upon each transfer of an installment of the Service Payments from the County Auditor to or on direction of the Issuer, the Township shall be deemed to have satisfied its related obligations under this Agreement to transfer that installment of the Service Payments to the Trustee.

(g) Assignment of Service Payments. The Township hereby assigns to the Issuer all of its right, title and interest in and to: (i) the Service Payments received by the Township pursuant to the TIF Resolution and to be transferred to the Issuer pursuant to this Agreement, (ii) to the extent permitted by law, the TIF Fund, and (iii) any other revenues or property received or to be received by the Township upon exercise of remedies against the Developer or the TIF Parcels hereunder or under the Minimum Service Payment Declaration. The Township agrees to transfer the Service Payments to the Trustee in accordance with this Agreement, and the Developer agrees that each of the Township, the Issuer, as assignee of the Service Payments, and the Trustee, as assignee of the Pledged Revenues, is authorized to take any and all actions, whether at law or in equity, to collect delinquent Service Payments and to cause the lien securing any delinquent Service Payments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings.

(h) Covenants Running With the Land. It is intended and agreed, and it shall be so provided in any future deed conveying the TIF Parcels or any part of the TIF Parcels, and in any lease to an Owner, that the covenants and agreements provided in this Section 2.4 shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the Township and the Issuer against each Owner whether or not this Agreement remains in effect and whether or not such provision is included in any succeeding deed, lease or assignment. It is further intended and agreed that these agreements and covenants shall remain in effect for the full period during which any Statutory Service Payments or Minimum Service Payments shall remain unpaid.

(i) Administrator. In order to implement the terms of this Section 2.4, the Issuer shall, from time to time, appoint and engage the services of an Administrator, qualified to provide such services in the judgment of the Issuer. The Administrator shall have such rights and duties as are established hereunder and under the Administration Agreement, and shall assist the Issuer, the Township, and the Trustee, as necessary, in coordinating all matters relating to the determinations necessary or desirable in connection with the transactions contemplated herein.

Section 2.5 Tax Lien Sales Agreement. The Township and the Issuer agree, for the benefit of the Trustee and the holders of the Series 2023B Bonds, to enter into the Tax Lien Sales Agreement with the County Treasurer on the Closing Date, in form and substance acceptable to each of the parties thereto, and to cause the same to be recorded against the TIF Parcels in the official records of the County, but at the sole cost of the Developer.

(End of Article II)

DRAFT NOT FOR PUBLICATION

ARTICLE III

CONSTRUCTION OF THE INFRASTRUCTURE PROJECT; CONSTRUCTION OF THE DEVELOPMENT PROJECT; ISSUANCE OF THE BONDS; PAYMENT OF COSTS

Section 3.1 Cooperative Arrangements. For the reasons set forth in the Recitals hereto (which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangement among the Issuer, the Developer, and the Township), the Issuer, the Developer, and the Township have determined to cooperate with each other in the undertaking and financing of the Infrastructure Project, all in accordance with this Agreement. This Agreement is intended to and shall be an agreement among the Issuer, the Developer, and the Township to cooperate in the acquisition, construction, equipping, installing, improvement, development and financing of port authority facilities pursuant to the Act, and the agreements contained herein are intended to and shall be construed as agreements to further effect cooperative action and safeguard the respective interests of the parties hereto.

To the extent necessary, desirable or appropriate to implement the intent of this Agreement and in accordance with the Act, the Issuer undertakes to exercise any power, perform any function and render any service, together with all powers necessary or incidental thereto, to the fullest extent that the Issuer is authorized under the applicable laws of the State, to exercise, perform or render such power, function or service. Each power exercised, function performed or service rendered by the Issuer hereunder, to the extent, if any, necessary to the implementation of this Agreement and the financing of the Infrastructure Project in the manner set forth herein and in the Series 2023B Supplemental Indenture, are undertaken by the Issuer pursuant to the Act.

The obligations of the Issuer under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the Issuer under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the Issuer. The obligations of the Township under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the Township under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the Township. None of the Issuer, the Township, the Developer, or any other party shall have any right to have taxes levied by the Issuer or the Township for the payment of their obligations under this Agreement.

Section 3.2 Agreement to Cooperate to Cause the Infrastructure Project. The Township, the Issuer, and the Developer agree to undertake the following in furtherance of the Infrastructure Project:

(a) TIF Resolution. Prior to the execution and delivery of this Agreement, the Township has adopted the TIF Resolution. The TIF Resolution provides for the payment of Statutory Service Payments and Minimum Service Payments by the owners of the real property subject to the TIF Resolution in the same amount and in the same manner as real property taxes that would have been due and payable with respect to the these parcels. Amounts collected as Statutory Service Payments shall be paid to the Township by the County Auditor and the County Treasurer. Amounts collected as Minimum Service

Payments shall be paid to the Issuer, the Township, or the Trustee, as applicable, pursuant to the Minimum Service Payment Declaration and this Agreement.

(b) DTE Exemption Application. The Developer agrees to and shall have primary responsibility to prepare, execute, and file with the Warren County Auditor, the necessary Department of Taxation and Equalization Form 24 application requesting the real property tax exemption and imposition of Statutory Service Payments in lieu of taxes permitted by the TIF Act. The Issuer agrees to cooperate with the Township and the Developer in the preparation and filing of the Form DTE-24 with respect to the TIF Exemption, based on representations of the Developer to the extent applicable, and to sign the same if required in order to obtain the TIF Exemption.

(c) The Financing of the Infrastructure Project with Assigned Service Payments and Minimum Service Payments. The TIF Resolution included provisions whereby the Township determined that the Statutory Service Payments and Minimum Service Payments are to be used to finance, in relevant part, the costs of public infrastructure improvements, including the Infrastructure Project, including the costs of issuance of the Bonds, capitalized interest payable with respect to the Bonds, any reserves required under the Indenture, and other approved costs of the Infrastructure Project. As more fully set forth in Sections 2.4 and 4.1 hereof, the Township shall cause all Statutory Service Payments and Minimum Service Payments received by the Township to be paid to the Trustee or the Issuer, as applicable, or used otherwise in accordance with the terms of the Series 2023B Supplemental Indenture.

(d) Developer Contribution. The parties anticipate that Service Payments will provide funds to finance approximately one hundred percent (100%) of the cost of the Infrastructure Project. The Developer shall be responsible for and agrees to pay all costs of the Infrastructure Project in excess of the amount provided by the Bonds.

(e) Administrator. In order to implement the terms of this Agreement, the Issuer may, from time to time, appoint and engage the services of an Administrator, qualified to provide such services in the judgment of the Issuer. The Administrator shall have such rights and duties as are established hereunder and under the Indenture and Administration Agreement, and shall assist the Issuer, the Township, and the Trustee, as necessary, in coordinating all matters relating to the determinations to be made hereunder and thereunder.

(f) The Construction Agency Agreement. The Issuer, pursuant to this Agreement and Ohio Revised Code Sections 4582.43 and 4582.431(B), shall contract with the Construction Agent to act as the Issuer's agent for construction of the Infrastructure Project on terms and conditions satisfactory to the Issuer and the Developer in accordance with the Construction Agency Agreement.

(g) Issuer's Responsibility for the Infrastructure Project. Any contracts made by the Construction Agent with respect to the Infrastructure Project, whether acquisition contracts, construction contracts or otherwise, or any work to be done by the Construction Agent on the Infrastructure Project are made or done by the Construction Agent as the

agent of the Issuer, and the Issuer is acting pursuant to Ohio Revised Code Sections 4582.43 and 4582.431(B) and each such contract shall so state. The Developer, as the Construction Agent acting on behalf of the Issuer, (a) shall pay when due all fees, costs and expenses incurred to develop the Infrastructure Project from funds made available therefor in accordance with this Agreement, and the Construction Agency Agreement, and any other Transaction Documents, and (b) shall ask, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms of any contract, order, receipt, writing and instruction to develop the Infrastructure Project, and shall use its best efforts to enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto.

(h) Prevailing Wages. The Township, the Developer, and the Issuer agree that State prevailing wages shall be required, and shall be paid, with respect to the Infrastructure Project.

Section 3.3 Plans and Specifications. The Plans and Specifications with respect to the Infrastructure Project will be filed with the Issuer. The Developer may revise the Plans and Specifications from time to time; provided, that no revision shall be made which would (i) change the Infrastructure Project in any material respect, without the written consent of the Issuer, which consent shall not be unreasonably withheld, or (ii) materially increase the cost of the Infrastructure Project without evidence reasonably satisfactory to the Issuer that moneys are available to meet such increased costs.

Section 3.4 Plan of Financing. The Developer shall, prior to, or simultaneously with, its execution and delivery of this Agreement, provide to the Issuer and the Township evidence acceptable to the Issuer and the Township, in their reasonable discretion, of the availability of all financing contemplated for the Infrastructure Project, including, without limitation (and without regard to whether the immediate availability of such financing is a condition to undertaking the Infrastructure Project), the equity portion of the financing, any bank financing, all other public financing and any interim bridge financing to be provided in anticipation of the closing of any of the foregoing aspects of the financing therefor, all as set forth in this Section 3.4 and in the Construction Agency Agreement. Without limiting the generality of the foregoing, the Developer shall, prior to or simultaneously with its execution and delivery of this Agreement, provide to the Issuer evidence acceptable to the Issuer, in its reasonable discretion, of the following items:

- (a) An acceptable Phase I environmental report on the TIF Parcels;
- (b) An ALTA survey of the TIF Parcels;
- (c) Acceptable sources and uses of funds disbursement schedule for the Infrastructure Project;

Any material changes in the plan of financing shall be communicated promptly to the Issuer and shall be satisfactory to the Issuer in its reasonable discretion. Copies of all documents evidencing that financing, and the security therefor, all in form reasonably acceptable to the Issuer, shall have been provided to the Issuer.

Section 3.5 Issuance of the Bonds. To provide funds to finance a portion of the costs of the Infrastructure Project, pursuant to the Bond Legislation, the Issuer has, simultaneously with its execution and delivery of this Agreement, issued, sold and delivered the Series 2023B Bonds pursuant to the Indenture in the aggregate principal amount, bearing interest, maturing, and subject to redemption as set forth therein. The Township and Developer approve the terms of the Series 2023B Bonds and the Indenture and agree that in the event of any inconsistency or conflict between this Agreement and the terms of the Indenture, the Indenture shall control.

The proceeds of the Bonds (exclusive of any amounts representing interest capitalized on the Bonds, Costs of Issuance with respect to the Bonds, and amounts deposited in the Series 2023B PRF Account under the Series 2023B Supplemental Indenture) shall be deposited by the Trustee into the Series 2023B Project Subaccount in the Series 2023B PF Account of the Project Fund for application in accordance with the Construction Agency Agreement.

Any Additional Bonds, notes or other obligations secured by Service Payments, whether issued as obligations with a parity claim on Service Payments or a subordinate claim on Service Payments, may be issued by the Issuer subject to the consent of, and at the discretion of, the Township and the Issuer. As more fully set forth in Section 4.1 hereof, nothing in this paragraph shall limit the Township's right to use Service Payments returned to the Township in accordance with the terms of the TIF Resolution and this Agreement.

Section 3.6 Disbursements of the Series 2023B Bonds Proceeds. Disbursements from the Project Fund for the payment of eligible costs of the Infrastructure Project shall be made by the Trustee, subject to the conditions of this Agreement, only upon a Disbursement Request of the Authorized Developer Representative on the form attached to this Agreement as **Exhibit D** signed by the Authorized Developer Representative and the approval of such written order by the Issuer. Each such Disbursement Request shall be substantially in the form of the form attached to this Agreement as **Exhibit D**, shall be consecutively numbered, and shall identify the amount to be disbursed, for what costs of the Infrastructure Project those amounts are requested, and from which accounts those amounts are being requested to be disbursed. Each Disbursement Request shall be accompanied by:

(a) An Application and Certification for Payment on the AIA G702/G703 form, properly executed by each general contractor or the Major Subcontractors seeking payment;

(b) The Developer and each general contractor's sworn statements, and each general contractor and Major Subcontractor's waivers of liens, covering all work or materials related to the Infrastructure Project for which disbursement is to be made to a date specified in such statements and waivers, and covering all work done on the Infrastructure Project to a reasonably current date, otherwise paid for or to be paid by the Developer or any other Person, all in compliance with the mechanics' lien laws of the State of Ohio and with the requirements of the Issuer, together with such invoices, contracts, change orders, or other supporting data as the Issuer may reasonably require, which must be reasonably satisfactory to the Issuer;

(c) If applicable, a statement indicating what payment requests, if any, have been received by the Developer from each general contractor or subcontractor but have not yet been approved by the Developer for payment;

(d) If the schedule for the Infrastructure Project has changed or the approved budget for the Infrastructure Project has changed, an updated schedule or budget, as applicable;

(e) Copies of any material change orders related to the Infrastructure Project to each general contract not previously delivered to the Issuer;

(f) Copies of any subcontracts from Major Subcontractors or change orders to such subcontracts, not previously delivered to the Issuer.

No disbursement of eligible costs of the Infrastructure Project shall be made by the Trustee to the Developer or to the Developer's direction at any time unless:

(i) all conditions precedent to that disbursement have been satisfied, including, without limitation, performance of all of the then-pending obligations of the Developer under this Agreement and the other Transaction Documents;

(ii) the Issuer, in its reasonable discretion, shall be satisfied as to the continuing accuracy of the approved budget for the Infrastructure Project;

(iii) no Event of Default on the part of the Developer shall have occurred and be continuing;

(iv) no litigation or proceedings are pending, or to the Developer's knowledge threatened, against the Developer, the Development Project, the Infrastructure Project, or a general contractor, which litigation or proceedings would materially and adversely affect the completion of the Infrastructure Project; and

(v) all representations and warranties made by the Developer in this Agreement and in the other Transaction Documents continue to be accurate.

All Disbursement Requests for eligible costs of the Infrastructure Project shall be submitted to the Issuer. The Issuer, within 10 Business Days of its receipt of each completed and signed Disbursement Request, together with all materials required to be submitted with each Disbursement Request under this Agreement, shall approve or deny the Disbursement Request and execute and deliver any approved Disbursement Request to the Trustee for payment. If the Issuer shall fail to approve or deny a Disbursement Request within 10 Business Days of its receipt of a completed and signed Disbursement Request submitted with all materials required to be submitted with each Disbursement Request under this Agreement, and if all conditions precedent to the disbursement request by such Disbursement Request in clauses (i) through (v) above shall have been satisfied, such Disbursement Request shall be deemed to be approved by the Issuer. The Disbursement Request may be executed in any number of counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

The Developer shall submit no more than one Disbursement Request to the Issuer in any given calendar month. The Developer hereby releases the Issuer and agrees that the Issuer shall not be liable for any and all liabilities and claims imposed upon or asserted against the Issuer in connection with any authorization, approval, direction, delivery, or review made by the Issuer pursuant to this Section 3.6.

Section 3.7 Bond Reserve Deposit. Concurrently with the issuance of the Series 2023B Bonds, the Bond Reserve Deposit under the Series 2023B Supplemental Indenture shall be funded with proceeds of the Series 2023B Bonds.

Section 3.8 Construction and Completion of the Infrastructure Project and the Development Project. The Developer hereby covenants to cause to be constructed on the TIF Parcels, the Development Project and Infrastructure Project as described on Exhibit C to this Agreement and in the Plans and Specifications. Subject to Force Majeure, the Development Project shall be substantially completed on or prior to the date that is [] months after the date of this Agreement. Subject to Force Majeure, the Infrastructure Project shall be substantially completed on or prior to the date that is [] months after the date of this Agreement. The Completion Date shall be evidenced to the Issuer and the Trustee by a certificate of the Developer in the form attached to the Construction Services Agreement stating that the Infrastructure Project and the Development Project are substantially complete in conformance with the terms of this Agreement. The Developer shall cause the completion of the Development Project and the Infrastructure Project on the TIF Parcels regardless of whether the amounts made available to the Developer under this Agreement are sufficient to pay all of the costs of the Infrastructure Project. In the event the costs of the Infrastructure Project exceed the amounts made available to the Developer under this Agreement, the Developer nevertheless shall substantially complete the Development Project and the Infrastructure Project in accordance with the Plans and Specifications and shall pay any costs in excess of the amounts made available under this Agreement from any other sources available to the Developer.

In performing its duties under this Agreement, the Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry, and to ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status, or ancestry. The Developer shall incorporate the requirements of this paragraph in all of the respective contracts for any of the Infrastructure Project (other than subcontracts for standard commercial supplies or raw materials) and shall require all contractors for any part of the Infrastructure Project to incorporate such requirements in all subcontracts for such work.

At such times as the Issuer requests, the Developer shall be required to provide the Issuer with evidence, reasonably satisfactory to the Issuer, that there has been compliance with this Section. Upon completion of the Infrastructure Project, the Developer shall provide a sworn affidavit of compliance from each contractor or subcontractor.

Section 3.9 Completion Guaranties. The Guarantors shall guarantee completion of the construction of the Development Project and the Infrastructure Project as provided in the

Completion Guaranty, and, on the Closing Date, shall execute and deliver the Completion Guaranty to the Issuer and the Trustee.

Section 3.10 Casualties and Takings. The Developer shall promptly notify the Issuer and the Trustee if the Development Project or the Infrastructure Project is damaged or destroyed by fire, casualty, injury or any other cause (each such occurrence, a "Casualty"). Upon the occurrence of such Casualty, the Developer's mortgage lender(s), if any, may have certain rights to direct the application of the insurance proceeds pursuant to the terms of the mortgage lender's agreement with the Developer; provided, that if the insurance proceeds are not used to restore the TIF Parcels and the Development Project and/or the Infrastructure Project, insurance proceeds will be distributed first to Developer's mortgage lender(s) pursuant to its agreements with the Developer, and next to the Issuer for repayment of the Series 2023B Bonds, and any excess proceeds will be paid to the Developer. Upon the occurrence of a Casualty, if no Person is a lender at the time of such Casualty, the insurance proceeds shall be applied, at the Developer's election, to pay the costs of the restoration of the Development Project and/or the Infrastructure Project or to the repayment of the Series 2023B Bonds, in which case the Issuer shall remain obligated to make disbursements of up to the total amount of the proceeds of the Series 2023B Bonds made available under this Agreement and the Indenture, all in accordance with this Agreement.

In the event restoration of the Infrastructure Project or the Development Project is pursued, the Developer shall promptly proceed with the restoration of the Infrastructure Project or the Development Project, as applicable, in accordance with the Plans and Specifications. If, in the Issuer's reasonable judgment, the proceeds of the Required Insurance Coverage are insufficient, when combined with the remaining proceeds of the Series 2023B Bonds and any lender funds, to complete the restoration, the Developer shall deposit with the party required by Developer's mortgage lender(s) or, if no party is required by Developer's mortgage lender(s), the Issuer (or Trustee, if designated by the Issuer), such amounts as are necessary, in the Issuer's reasonable judgment, to complete the restoration in accordance with the Plans and Specifications.

In the event any part of the TIF Parcels or the or the Development Project shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (a "Taking"), the Issuer's obligation to make disbursements under this Agreement shall be terminated unless the TIF Parcels and the Development Project can be replaced and restored in a manner which will enable the Development Project to be functionally and economically utilized and occupied in materially the same manner as originally intended. If the TIF Parcels and the Development Project can be so restored and Developer's mortgage lender agrees to release funds related to such Taking for use in restoration, the Developer shall immediately proceed with the restoration of the Development Project in accordance with the plans and specifications, and the Issuer shall release the funds for such purpose. If, in the Issuer's reasonable judgment, the Taking proceeds available to the Developer and the Issuer are insufficient, when combined with the remaining proceeds of the Series 2023B Bonds and any lender funds, to complete the restoration, the Developer shall deposit with the party required by Developer's mortgage lender or, if no party is required by Developer's mortgage lender, the Issuer (or Trustee, if designated by the Issuer) such amounts as are necessary, in the Issuer's reasonable judgment, to complete the restoration in accordance with the Plans and Specifications.

Each of the Township and the Issuer hereby agree not to take the TIF Parcels or the Development Project for public purposes by condemnation as a result of any action or proceedings in eminent domain or to accept the transfer of the TIF Parcels or the Development Project in lieu of condemnation during the term of this Agreement.

(End of Article III)

DRAFT NOT FOR EXECUTION

ARTICLE IV

FINANCING PAYMENTS

Section 4.1 Financing Payments. Upon the terms and conditions of this Agreement, the Developer will develop the Development Project and the Infrastructure Project, and the Issuer will finance a portion of the Infrastructure Project by issuing the Series 2023B Bonds. In consideration of that undertaking by the Issuer, the Developer, for itself, successors, and assigns, hereby agrees to pay or provide for the Financing Payments due on each scheduled Financing Payment Date, as shown on **Exhibit C** attached to and incorporated into this Agreement, by paying or providing for the payment of the Minimum Service Payments, as a covenant running with the land, all as further described and provided in Section 2.4 of this Agreement. And, in consideration of the undertakings of the Issuer and Developer herein, the Township shall timely pay the Assigned Service Payments, to the extent received by the Township as Township-Received Service Payments, to the Trustee, on or prior to each applicable Service Payment Transfer Date; provided, that, so long as the Township has received a first-half semiannual real property tax distribution including Assigned Service Payments or has received a second-half semiannual real property tax distribution including Assigned Service Payments, the Township will use commercially-reasonable efforts to transfer such Assigned Service Payments to the Trustee on or prior to the applicable Financing Payment Date or Interest Payment Date.

All Financing Payments shall be paid to the Trustee in accordance with Section 2.4 of this Agreement and the Series 2023B Supplemental Indenture, and shall be transferred and applied by the Trustee to the payment of Bond Service Charges and Administrative Amounts.

Notwithstanding anything in this Agreement to the contrary, the Township's obligation under this Agreement to make Assigned Service Payments shall be a special obligation of the Township and shall be required to be made solely from the Township-Received Service Payments received by the Township and deposited by the Township in the TIF Fund. The obligations of the Township under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The obligations of the Township under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the Township, and neither the Issuer, the Trustee, nor the Holders of the Bonds has or shall have any right to have taxes levied by the Township for the payment of the Assigned Service Payments.

Upon the Township's execution and delivery of this Agreement, all moneys received by or on behalf of the Township from the collection of the Statutory Service Payments shall be deemed to have been appropriated to pay the Township's obligations under this Agreement. While this Agreement is in effect, the Township shall take such further actions as may be necessary or appropriate to appropriate and maintain the moneys received from the collection of the Service Payments in accordance with this Agreement. The Township shall have no obligation to use or apply to any payment or other obligation under this Agreement any funds or revenues of the Township other than the Assigned Service Payments.

Except for such interests as may hereafter arise pursuant to Section 5.07 of the Basic Indenture, the Township, the Developer, and the Issuer each acknowledge that none of the Township, the Developer, or the Issuer has any interest in the Special Funds and any moneys

deposited in the Special Funds shall be in the custody of and held by the Trustee in trust for the benefit of the Holders of the Bonds in accordance with the Indenture.

The Issuer authorizes the Trustee to receive and hold on behalf of the Issuer the payments made by the Township under Section 4.1 hereof and any payments of Minimum Service Payments received by the Trustee, and act as its agent in the application of such Assigned Service Payments and Minimum Service Payments, if any.

Section 4.2 Assignment of Agreement and Revenue. To secure the payment of Bond Service Charges on the Bonds, the Issuer shall assign to the Trustee, by the Series 2023B Supplemental Indenture, its rights under and interest (but none of its obligations) in this Agreement (except for the Unassigned Issuer's Rights), shall covenant to pay to the Trustee, but solely from payments received with respect to the Assigned Service Payments, the Financing Payments as and when due. The Township hereby agrees and consents to those assignments and agreements.

Section 4.3 Obligations Unconditional. The obligation of the Township to pay the Township-Received Payments and Minimum Service Payments received by the Township to the Trustee in accordance with this Agreement and the TIF Resolution, shall be absolute and unconditional while the Bonds are outstanding, and the Township shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set off, recoupment or counterclaim which the Township may have or assert against the Issuer, the Trustee or any person. All of the obligations of the Township and the Issuer under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Township and the Issuer within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus.

Section 4.4 Administrative Expenses. Except to the extent such amounts are paid from the proceeds of the Series 2023B Bonds, the Trustee, out of amounts received as Financing Payments after crediting such amounts to the payment of Debt Service Charges, and as further provided under the Indenture, shall pay (i) to the Issuer, as Administrative Expenses, any and all costs and expenses incurred or to be paid by the Issuer in connection with the issuance and delivery of the Series 2023B Bonds or otherwise related to actions taken by the Issuer under this Agreement, the Construction Agency Agreement, and the Indenture, (ii) to the Trustee, as Administrative Expenses, their reasonable fees, charges and expenses for acting as such under the Indenture, and (iii) to any other person, as Administrative Expenses, such Administrative Expenses of such person.

Section 4.5 Excess Assigned Service Payments; Excess Minimum Service Payments. Subject to the terms of the Series 2023B Supplemental Indenture and any other Transaction Documents, in any calendar year in which Assigned Service Payments received by the Township and paid to the Trustee for payment of Bond Service Charges, or in which Minimum Service Payments paid to the Trustee for exceed the amounts necessary to pay, in full, the Financing Payments and Administrative Expenses due in that calendar year, the Trustee shall pay and apply the excess amount in the TIF Fund ("Annual Excess Service Payment") as provided in Section 8 of the Series 2023B Supplemental Indenture.

(End of Article IV)

DRAFT NOT FOR EXECUTION

ARTICLE V

ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1 Right of Inspection. Subject to reasonable security and safety regulations and upon reasonable notice to the Issuer and to the Developer, the Issuer and the Trustee, and their respective agents, shall have the right during normal business hours to inspect the Development Project if the Issuer has a reasonable belief that (i) there has been a material adverse change to the Development Project or (ii) there has been a violation of an Environmental Law at the Development Project.

Section 5.2 Indemnification by the Developer. The Developer releases the Issuer, the Trustee, and the Township, and their respective officers, directors and employees, from and agrees that the Issuer, the Trustee, and the Township, and their respective officers, directors and employees, shall not be liable for and indemnifies the Issuer, the Trustee, and the Township against, all liabilities, claims, damages, fines, penalties, losses, costs and expenses, including out-of-pocket and incidental expenses and reasonable attorneys' fees, imposed upon, incurred or asserted against the Issuer, the Trustee, and the Township, and their respective officers, directors and employees, on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipment, improvement, maintenance, operation and use of the Development Project or the Infrastructure Project; (ii) any breach or default on the part of the Developer in the performance of any covenant, obligation or agreement of the Developer under this Agreement, or other Transaction Document, or arising from any act or failure to act by the Developer or any of the agents, contractors, servants, employees or licensees; (iii) the authorization, issuance, sale, trading, redemption or servicing of the Bonds, and the provision of any information or certification furnished in connection therewith concerning the Bonds or the Infrastructure Project, by the Developer; (iv) the Developer's failure to comply with any requirement of this Agreement or any other Transaction Document; (v) any failure of compliance with the provisions of the Ohio Revised Code Chapter 4115, the Act, or any other applicable provision of the Ohio Revised Code; (vi) any action taken or omitted to be taken by the Issuer, the Trustee, or the Township pursuant to the terms of this Agreement, the Bonds, the Series 2023B Supplemental Indenture, any other Transaction Document or any other related instrument or document, or any action taken or omitted to be taken by the Issuer, the Trustee, or the Township at the written request of or with the consent of the Developer; and (vii) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v) or (vi) above, except to the extent any of the foregoing is the result of the gross negligence or willful misconduct of the Issuer, the Trustee, or the Township, their employees, agents, occupants, contractors, or invitees.

The Developer agrees to indemnify and hold the Issuer, the Township, and the Trustee and their respective officers, directors and employees, harmless from and against all actual liabilities, claims, damages, fines, penalties, losses, and all reasonable out-of-pocket costs and expenses, including out-of-pocket and incidental expenses and reasonable attorneys' fees and expenses, arising out of any Environmental Laws, regulations or Resolutions, incurred by the Issuer, the Township, or the Trustee as a result of the existence on, or release from, the Development Project, the Infrastructure Project, the TIF Parcels, or any other contiguous lands owned by the Developer or its related entities, of Hazardous Substances which in any way result from any act of omission

or commission of the Developer, or any of its agents, employees, independent contractors, invitees, licensees, successors, assignees, except to the extent any of the foregoing is the result of the gross negligence or willful misconduct of the Issuer, the Trustee, or the Township, their employees, agents, occupants, contractors, or invitees.

The Developer further covenants and agrees for the benefit of the Issuer, the Township, and the Trustee, that the Developer will not, and will not cause or permit any of its agents, employees, independent contractors, invitees, licensees, successors, assignees or tenants to store, release or dispose of, or permit the storage, release or disposal of any Hazardous Substances at the Development Project or the Infrastructure Project at any time from and after the effective date of this Agreement other than in accordance with applicable Environmental Laws. In the event that any party to this Agreement receives a directive or clean up requirement under Environmental Laws from a Governmental Authority relating to the Development Project or the Infrastructure Project, that party shall promptly notify the other parties to this Agreement of such receipt, together with a written statement of such party setting forth the details thereof and any action with respect thereto required to be taken, to the extent of such party's knowledge. On receipt by the Developer of any such directive or clean up requirement, the Developer shall either proceed with appropriate diligence to comply with such directive or clean up requirement or shall commence and continue negotiation concerning or contest the liability of the Developer with respect to such directive or clean up requirement. The Developer agrees to indemnify and hold the Issuer, the Township, and the Trustee harmless from and against any and all actual liabilities, claims, damages, fines, penalties, losses, and all reasonable costs and expenses, including out-of-pocket and incidental expenses and attorneys' fees and expenses arising out of any violation of Environmental Laws, incurred by the Issuer, the Township, or the Trustee as a result of any breach of this covenant or as a result of the presence of Hazardous Substances at the Development Project, or the Infrastructure Project except to the extent any of the foregoing is the result of the gross negligence or willful misconduct of the Issuer, the Trustee, or the Township, their employees, agents, occupants, contractors, or invitees.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the Issuer, the Township, the Trustee, or any officer, director, or employee of any such entity, in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the Developer, and the Developer, upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Developer from any of its obligations under this Section 5.2 except to the extent that failure materially prejudices the defense of the action or proceeding by the Developer. An indemnified party may employ separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Developer in writing, or (ii) the Developer has failed to assume the defense and to employ counsel or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Developer or more than one indemnified party, and such indemnified party shall have been advised by its counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Developer and other indemnified party, in which case, if the indemnified party notifies the Developer in writing that it elects to employ separate counsel at the Developer's expense, the Developer shall not have the right to assume the defense of such action on behalf of

such indemnified party and the Developer shall be responsible for payment of the reasonable fees and expenses of such separate counsel. The party seeking indemnity agrees to fully cooperate with the Developer to the extent such cooperation does not prejudice the position of such indemnified party and lend the Developer such assistance as the Developer shall reasonably request in defense of any claim, demand, action or proceeding. Neither the Developer nor any indemnified party shall be liable for any settlement made without its consent.

Nothing in this Agreement is meant to release, extinguish or otherwise alter or interfere with any rights which the Issuer, the Township, or the Trustee may now or hereafter have against the Developer, or any other person for any environmental liabilities arising in connection with a violation of the Environmental Laws as a result of the Developer's present or future ownership, occupancy or use of or interest in, any real property included in the TIF Parcel: Except to the extent any of the foregoing (i) results from the gross negligence or willful misconduct of Issuer, the Trustee, or the Township, their employees, agents, occupants, contractors, or invitees, or (ii) arises from a violation of the Environmental Laws related to the Public Infrastructure Improvements after the termination of this Agreement.

The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, agents and employees of the Issuer, the Township, and the Trustee, respectively, and their successors and assigns. That indemnification is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Agreement and the earlier removal or resignation of the Trustee; provided, however, that if the Developer at any time after the date that is three years following the termination of this Agreement under Section 8.1 hereof, has delivered to the Issuer an otherwise clean environmental site assessment for the Development, then the obligations under this Section 5.2 shall terminate as of the date of receipt of such clean assessment.

Section 5.3 Developer, Issuer, and Township Not to Adversely Affect Exclusion from Gross Income of Interest on Bonds. The Township, the Issuer, and the Developer each hereby represent that they have taken and caused to be taken, and covenant that they will take and cause to be taken, all actions that may be required of them, within their respective control, alone or in conjunction with each other, for the interest on the Series 2023B Bonds to be and remain excluded from gross income for federal income tax purposes, and represent that they have not taken or permitted to be taken on their behalf, and covenant that they will not take or permit to be taken on their behalf, any actions that would adversely affect such exclusion under the provisions of the Code; provided that compliance with such covenant shall not require the Issuer or the Township to expend their own funds, other than any moneys available under the Indenture for such purposes.

Section 5.4 Litigation Notice; Management. The Township and the Developer shall give the Trustee and the Issuer prompt notice of any action, suit or proceeding by or against the Township or the Developer at law or in equity, or before any governmental instrumentality or agency, or of any of the same which is threatened in writing, of which the Township or the Developer has notice, which, if adversely determined, would materially impair the right or ability of the Township or the Developer to carry on the governmental or business activities or the purposes of the Infrastructure Project, as the case may be of each or, in the case of the Developer, the right or ability to operate the Development Project, would materially and adversely affect their ability to perform their respective obligations under the Transaction Documents, or would

materially and adversely affect any of their respective governmental or business activities, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by the Township or the Developer in response thereto.

Section 5.5 Assignment by Developer. So long as no Event of Default has occurred or shall be continuing, this Agreement may be assigned in whole or in part by the Developer with the prior written consent of the Issuer and the Township; subject, however, to each of the following conditions:

(a) Any assignee of the Developer shall be the Owner or lessee/sub-lessee of the parcels or improvements thereon within the TIF Parcels to which the assignment of this Agreement relates and shall assume in writing each of the obligations, covenants and requirements of the Developer hereunder;

(b) The Developer shall, not less than 30 days, prior to the date of execution thereof, furnish or cause to be furnished to the Issuer, the Township, and the Trustee a copy of the proposed form of each such assignment together with any instrument of assumption; and

(c) The Developer shall within five days subsequent to the execution thereof, furnish or cause to be furnished to the Issuer, the Township, and the Trustee a true and complete copy of each such assignment together with any instrument of assumption.

The foregoing to the contrary notwithstanding, the Developer may assign this Agreement to the transferee or resulting surviving entity in a transaction permitted under Section 5.6 below.

Section 5.6 Developer to Maintain Existence; Sales of Assets or Mergers. The Developer shall do all things necessary to preserve and keep in full force and effect its existence, rights and franchises. In particular the Developer agrees that it shall not (a) sell, transfer or otherwise dispose of all, or substantially all, of its assets, other than to an assignee contemplated by Section 5.5(a) hereof; (b) consolidate with or merge into any other entity that is not an Affiliate of the Developer; or (c) permit one or more other entities that are not Affiliates of the Developer to consolidate with or merge into it; *provided, however*, that the Developer may without violating the agreement contained in this Section 5.6, consolidate with or merge into another limited liability company, partnership or corporation, or permit one or more other limited liability companies, partnerships or corporations to consolidate or merge into it, or sell or otherwise transfer to another limited liability company, partnership or corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided that if the surviving, resulting or transferee limited liability company, partnership or corporation, as the case may be, is other than the Developer, such surviving, resulting or transferee limited liability company, partnership or corporation assumes in writing all of the Developer's obligations under the Transaction Documents, has a net worth, determined in accordance with generally accepted accounting principles consistently applied, at least equal to that of the Developer prior to dissolution, sale, consolidation or merger, and provided further that such consolidation, merger, sale or transfer does not violate or result in the violation of any provision of any document to which the Developer is a party.

Section 5.7 Insurance. The Developer, in its capacity as Construction Agent, shall provide all-risk builders insurance covering the insurable value of the Infrastructure Project at all times prior to the Project Completion Date.

Section 5.8 Books and Records; Financial Statements. The Developer shall keep true and proper books of records and accounts in which full and correct entries are made of all its business transactions and shall reflect in its financial statements adequate accruals and appropriations to reserves, all in accordance with generally accepted accounting principles.

The Developer shall promptly, upon the request of the Issuer, provide to the Issuer such additional information as the Issuer may reasonably determine they may need in connection with any obligation they have entered into or may enter into for the purpose of permitting an underwriter of a series of outstanding bonds of any of the Issuer issued under any of the Indentures, to satisfy the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

The Trustee shall not have any obligation to review any financial statement, other report, information, certification or statement ("Documents") provided to the Trustee, pursuant to the Indenture or this Agreement, nor shall the Trustee be deemed to have notice of any item contained therein or Event of Default which may be disclosed therein in any manner. The Trustee's sole responsibility with respect to such reports shall be to act as the depository for such reports for the Holders of the Bonds and to make such reports available for review by the Holders of the Bonds in accordance with the Indenture. The Trustee shall have no duty to request copies of any such Documents which are required to be furnished to it hereunder. The Issuer agrees that it will not intentionally disclose any such information provided by the Developer to the Issuer to any other person or entity without the Developer's prior written consent; provided, however, there may be, and there is hereby permitted, disclosure of such information to the Trustee, the Holders or any of them, and to any employee, officer or agent of the Issuer, the Trustee, or any Holder. Disclosure of such information may also be made to any person or entity as required by law, including, without limitation, the Ohio Revised Code and any disclosure required to be made in connection with Rule 15c2-12 of the Securities Exchange Act of 1934.

Section 5.9 Damage to or Destruction of the Infrastructure Project. In case of any damage or destruction of the Infrastructure Project or any part thereof of which the Issuer becomes aware, the Issuer will give prompt written notice to the Trustee and the Township generally describing the extent of such damage or destruction. In such event, there shall be no abatement of the obligations of the Owners of the TIF Parcels to make Minimum Service Payments. The Developer shall determine whether to rebuild or restore the Infrastructure Project and shall give prompt written notice to the Issuer of its determination whether to rebuild or repair. Any Net Proceeds received by the Issuer or the Township shall be paid to the Developer and used to repair, rebuild, or restore the Infrastructure Project.

Section 5.10 Eminent Domain. If title to or temporary use of the Infrastructure Project, or any material part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority, the Issuer shall give prompt written notice thereof to the Trustee, the Township, and the Developer.

Subject to the terms of the Service Agreement, any Net Proceeds received by the Issuer or the Township shall be paid to the Developer and used to rebuild or restore the Infrastructure Project.

Neither the Township nor the Issuer shall take the Infrastructure Project by condemnation or eminent domain during the term of this Agreement.

The Township, the Issuer, and the Developer shall cooperate fully in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Infrastructure Project or any part thereof. In no event will the Issuer, the Developer, or the Township voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Infrastructure Project or any part thereof without the written consent of the Developer and the Township, if the Issuer settles or consents, of the Issuer and the Township, if the Developer settles or consents, or of the Issuer and the Developer, if the Township settles or consents. The Developer's consent rights under this section shall cease to be effective to the extent the Developer ceases to be an Owner.

Section 5.11 Investment and Disbursement of Net Proceeds All moneys received by or on behalf of the Issuer, the Township, or the Developer constituting Net Proceeds shall be paid to the Developer.

Section 5.12 Delivery of the Completion Guaranty Upon the issuance and sale of the Series 2023B Bonds, the Developer hereby agrees to cause the delivery to the Trustee, for the benefit of the Issuer and the Township, of the Completion Guaranty. The Completion Guaranty is hereby approved by the Township and the Issuer. The Completion Guaranty shall contain the joint and several guarantees of the Guarantors to complete the construction of the Infrastructure Project; provided, that such guarantees shall be subject to release and satisfaction in accordance with the terms of the Completion Guaranty.

(End of Article V)

ARTICLE VI
REDEMPTION; DEFEASANCE

Section 6.1 Redemption of Bonds. The Issuer has the exclusive right to effect redemption of all or part of the then-outstanding Bonds on any available redemption date on which such redemption may be made under the applicable provisions of the Bonds and the Indenture. Nothing herein is intended to or shall give the Issuer any right to redeem Bonds except in accordance with the terms thereof and of the Indenture.

Section 6.2 Defeasance. If at any time Financing Payments have been paid to the Trustee or the Trustee otherwise holds sufficient moneys available for that purpose in an aggregate amount sufficient to cause the redemption or defeasance of all of the Bonds in accordance with the Indenture so that after such payment or defeasance none of the Bonds will be outstanding under the Indenture, and neither the Developer nor the Township is in default hereunder then the Issuer shall direct the Trustee to transfer amounts sufficient to cause that redemption or defeasance in accordance with the Indenture. Upon the redemption or defeasance of all and the payment of all other amounts due under the Indenture, including but not limited to Administrative Expenses due and unpaid, either of the Issuer or the Township shall be entitled to terminate this Agreement, except as provided in Section 8.1.

(End of Article VI)

DRAFT NOT FOR EXECUTION

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall be an Event of Default:

(a) The Township shall fail to transfer or cause the transfer of the Township-Received Payments received by the Township to the Trustee on or before any Financing Payment Date, as otherwise required herein;

(b) The Developer shall fail to pay or cause the transfer of the Minimum Service Payments to the Trustee on or before any Financing Payment Date, as otherwise required herein;

(c) The Township or the Developer shall fail to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after written notice thereof shall have been given to the Township or the Developer, as applicable, by the Issuer or the Trustee, or for such longer period as the Issuer may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Township or the Developer, as applicable, institutes curative action within the applicable period and diligently pursues that action to completion, provided, further, that such cure period shall be no longer than 180 days after the delivery of such written notice;

(d) Any representation or warranty made by the Township or the Developer herein, or any statement made by the Township or the Developer in any report, certificate or financial statement, in the Transaction Documents or in any other instrument furnished in connection with this Agreement or in connection with the purchase of the Bonds shall at any time prove to have been materially false or misleading in any material respect when made or given; or

(e) The Township or the Developer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under federal bankruptcy laws, as in effect from time to time; (iii) file a petition in bankruptcy or a petition to take advantage of any insolvency act; (iv) make an assignment for the benefit of creditors; or (v) consent to the appointment of a receiver for itself or of the whole or any substantial part of its property or has a receiver or trustee appointed for it or for the whole or any substantial part of its property.

Notwithstanding the foregoing, if, by reason of Force Majeure, the Township or the Developer is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (a) through (c) hereof, neither the Township nor the Developer shall be deemed in default during the continuance of such inability. However, the Township or the Developer, as applicable, shall promptly give notice to the Trustee and the Issuer of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The declaration of an Event of Default under subsection (d) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 7.2 Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- (a) The Issuer may notify the Trustee in writing of an Event of Default hereunder;
- (b) The Trustee may refuse to honor requests and orders from the Issuer for the disbursement of funds held by the Trustee pursuant to this Agreement;
- (c) The Trustee may exercise any or all or any combination of the remedies specified in the Indenture, to the extent that Trustee is a party to such Indenture or has rights under such agreement;
- (d) The Issuer and the Trustee may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the Township pertaining to the Service Payments; or
- (e) The Issuer and the Trustee may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of the Township or the Developer under this Agreement and any other Transaction Documents.

Notwithstanding the foregoing, the Issuer shall not be obligated to take any step (other than causing delivery of Financing Payments to the Trustee and enforcing the Minimum Service Payment obligation as set forth in Section 2.1(g)) which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond or agreement has been furnished to the Issuer, at no cost or expense to the Issuer. Any amounts collected as Financing Payments or applicable to Financing Payments and any other amounts collected pursuant to action taken under this Section 7.2 shall be deposited and applied in accordance with the provisions of the Indenture.

Section 7.3 No Remedy Exclusive. No remedy conferred upon or reserved to the Issuer or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer and the Trustee to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 7.4 Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default should occur and the Township or the Trustee should incur expenses, including attorneys' fees and expenses, in connection with the enforcement of this Agreement against the Issuer or the collection of sums due hereunder, the Issuer, to the extent permitted by law, is obligated to reimburse the Township and the Trustee, as applicable, for the reasonable out-of-pocket expenses so incurred, provided that such expenses have resulted from an Event of Default resulting from the Issuer's obligations, and provided further that such amount has not been reimbursed as Administrative Expenses herein.

Section 7.5 No Waiver. No failure by any party hereto to insist upon the strict performance of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by any party hereto to observe or comply with any provision hereof.

Section 7.6 Notice of Default. Each party to this Agreement shall notify the other parties to this Agreement immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VII)

DRAFT NOT FOR EXECUTION

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Term of Agreement. This Agreement shall be and remain in full force and effect from the date of delivery of the Bonds to the Holders thereof until the Bonds are paid in full (except for obligations under Section 5.2 and the obligations under Section 7.4 hereof, which shall survive any termination of this Agreement). Notwithstanding the foregoing, provided that the Bonds are no longer outstanding, and all other sums under this Agreement have been paid, the Township and the Issuer shall, by written instrument, agree to terminate this Agreement, except for the provisions of Section 5.2 and Section 7.4 hereof, provided that the Issuer and the Township shall have complied with the provisions of Section 6.2.

Section 8.2 Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when e-mailed or mailed by registered or certified mail, postage prepaid, or by recognized overnight delivery service, and addressed to the appropriate notice address identified below. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Issuer, the Township, the Developer, or the Trustee shall also be given to the others. The Township, the Issuer, the Developer, and the Trustee, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail, any notice required to be mailed by the provisions of this Agreement shall be given in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 8.3 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Issuer and the Township contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Issuer, the Township, or each Legislative Authority in other than his or her official capacity, and neither the members of each Legislative Authority nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer or the Township contained in this Agreement or in the Indenture.

Section 8.4 Binding Effect; Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Issuer, the Developer, and the Township and their respective permitted successors and assigns; provided that this Agreement may not be assigned by the Township or the Developer without the prior written consent of the other parties hereto, and may not be assigned by the Issuer without the prior written consent of the other parties

hereto, except to the Trustee pursuant to the Indenture or as otherwise may be necessary to enforce or secure payment of Financing Payments. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 8.5 Amendments and Supplements. Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of the Indenture.

Section 8.6 Execution Counterparts. This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and (b) an electronic or facsimile transmission shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

Section 8.7 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, it is the intention of the parties that the remainder of the Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid, or unenforceable, there shall be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.8 Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Trustee and the Holders of the Bonds, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of the covenants, agreements, conditions and provisions hereof are intended to be, and are, for the sole and exclusive benefit of the parties hereto, the Trustee and the Holders of the Bonds, as provided herein.

Section 8.9 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 8.10 Business Day. If any date on which any party to this Agreement is required to act is not a Business Day, then such action need not be taken on that date, but may be made on

the next succeeding Business Day on which the Township or the Trustee is open for business with the same force and effect as if that action were taken when due.

Section 8.11 The Trustee. The Trustee shall be afforded the same rights, protections, immunities, and indemnities hereunder as accorded to it under the Indenture.

(End of Article VIII)

DRAFT NOT FOR EXECUTION

IN WITNESS WHEREOF, the Issuer, the Developer, the Township, and the Trustee have caused this Agreement to be duly executed in their respective names, all as of the Closing Date.

HAMILTON TOWNSHIP, WARREN
COUNTY, OHIO

By:

Scott Hughes, Interim Township
Administrator

Approved as to Form:

Law Director

DRAFT NOT FOR EXECUTION

[Counterpart Signature Page to Cooperative Agreement]

WARREN COUNTY PORT AUTHORITY

By: _____

Name: Martin Russell

Title: Executive Director

DRAFT NOT FOR EXECUTION

[Counterpart Signature Page to Cooperative Agreement]

HAMILTON POINTE INVESTMENT, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

DRAFT NOT FOR EXECUTION

[Counterpart Signature Page to Cooperative Agreement]

ISSUER FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Warren County Port Authority, hereby certifies that the moneys required to meet the obligations of the Issuer during the year 2023 under the foregoing Cooperative Agreement have been lawfully appropriated by the Board of Directors of the Issuer for such purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Treasurer
Warren County Port Authority

Dated: [] 2023

DRAFT NOT FOR EXECUTION

[Fiscal Officer Certificate to Cooperative Agreement]

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of Hamilton Township, Warren County, Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2023 under the foregoing Cooperative Agreement have been lawfully appropriated by the Township Board of Trustees for the Township for such purposes and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
Hamilton Township, Warren County, Ohio

Dated: [_____] , 2023

DRAFT NOT FOR EXECUTION

[Fiscal Officer Certificate to Cooperative Agreement]

ANNEX I TO COOPERATIVE AGREEMENT

Master List of Definitions

“Act” means Sections 4582.21 et seq. of the Ohio Revised Code, inclusive, as duly enacted and amended from time to time pursuant to Section 13 and 16 of Article VIII of the Ohio Constitution.

“Administration Agreement” means the Administration Agreement dated as of [], 2023 between the Issuer and the Administrator, as the same may be amended, supplemented, or replaced by the Issuer in its sole discretion.

“Administrative Amounts” is that portion of the Financing Payments to be paid to the Issuer, Trustee, or to any Disclosure Agent or Administrator, as applicable, for the payment of their respective fees and any other amounts other than Required Amounts to be paid hereunder or under the Series 2023B Indenture, including any amounts required to be deposited in the Rebate Fund (as may be defined in the Indenture) and in reimbursement of any other expenses incurred by the Issuer or the Trustee, including those to comply with continuing disclosure or rebate obligations pertaining to the Series 2023B Bonds.

“Administrative Expenses” means the fees, charges and reasonable expenses or charges of the Issuer, Trustee, or the Township, including, without limitation, the Administrative Fee, any issuer of a letter or credit or other surety or financial guaranty for the Bonds, and any trustee, registrar, paying agent, authenticating agent, remarketing agent, continuing disclosure agent, consultant or other agent retained by the Issuer or the Trustee for the Bonds to perform any duty required of it by the documents authorizing the issuance of the Bonds, any other amounts (other than Bond Service Charges) required to be paid in connection with the servicing of the Bonds, and any other reasonable expenses, including legal fees, incurred by the Issuer, Trustee, or the Township to comply with its obligations under the Transaction Documents.

“Administrative Fee” means, collectively, the (i) annual administrative fee of the Issuer equal to 0.35% of the outstanding principal amount of the Series 2023B Bonds at the beginning of each such year, and to be paid out of the Financing Payments as shown on Schedule of Financing Payments attached as **EXHIBIT B** hereto and incorporated into this Agreement, and (ii) a one-time issuance fee in the amount of 0.65% of the original principal amount of the Bonds, to be paid on the Closing Date.

“Administrator” means the administrator appointed by the Issuer from time to time under the Administration Agreement, initially The Incentive Review Group.

“Affiliate” means, with respect to a specified Person, any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person (“control” meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise).

“Assigned Service Payments” means the Township-Received Service Payments, which amounts are assigned to the Issuer under Section 4.1 of this Agreement for further assignment to the Trustee under the Indenture, which shall be paid and transferred by the Township to the Trustee for application in accordance with the Indenture.

“Authorized Township Representative” means either the Township Administrator or any person designated in written certificate furnished to the Trustee by the Township Administrator or Board of Township Trustees to act in that capacity.

“Authorized Developer Representative” means the person at the time designated to act on behalf of the Developer.

“Authorized Officer” means (i) with respect to the Township, the Authorized Township Representative, and (ii) with respect to the Issuer, the Issuer Executive, or any person designated in written certificate furnished to the Trustee by the Executive Director to act in that capacity.

“Available Amount” means, for each Interest Payment Date, the aggregate of Township-Received Service Payments attributable to the TIF Parcels, the Minimum Service Payments and any portion of the Series 2023B Capitalized Interest Payments (plus interest earnings thereon) on deposit with the Trustee in accordance with the Series 2023B Supplemental Indenture as of the June 1 or December 1 immediately preceding that Interest Payment Date, and with respect to final payment of Financing Payments due, amounts on deposit in the Series 2023B PRF Account held under the Series 2023B Supplemental Indenture.

“Basic Indenture” or “Indenture” means the Trust Indenture dated as of June 1, 2018, between the Issuer and the Trustee, as amended or supplemented from time to time, including by the Series 2023B Supplemental Indenture.

“Bonds” or “Series 2023B Bonds” means the Issuer’s Special Obligation Development Revenue Bonds (Ohio Communities Accelerator Fund) Series 2023B (Hamilton Pointe Project) issued pursuant to the Series 2023B Supplemental Indenture.

“Bond Legislation” means (i)(A) when used with reference to the Series 2023B Bonds, Resolution No. _____, adopted by the Board of Directors of the Issuer on _____, and (B) when used with reference to any series of Additional Bonds the resolution or resolutions adopted by the Board of Directors of the Issuer authorizing the issuance of the Additional Bonds then to be issued; and (ii) the Certificate of Award executed and delivered pursuant to the applicable resolution; and in each such case whether as to a resolution or certificate of award, the same is amended or supplemented from time to time.

“Bond Service Charges” means, for any period or payable at any time, the principal of, premium, if any, and interest on the Bonds for that period or payable at that time whether due at maturity or on an Interest Payment Date, a Financing Payment Date, a Mandatory Redemption Date, any other date of redemption of Bonds or any other date on which Bond Service Charges are due and payable.

“Business Day” means a day that is not a (i) Saturday, (ii) Sunday, or (iii) day on which the Trustee is closed or banks in Cincinnati, Ohio or New York, New York are closed.

“Certificate of Award” means the certificate executed by the Issuer Executive or the Fiscal Officer of the Issuer pursuant to the Bond Legislation for the Series 2023B Bonds.

“Closing Date” means _____, 2023.

“Completion Certificate” means a certificate given in accordance with the Construction Agency Agreement evidencing the Project Completion Date.

“Completion Guaranty” means the Completion Guaranty dated as of _____, 2023 to be provided by the Guarantor to the Issuer, pursuant to which the Guarantor shall guarantee the completion of the construction of the Infrastructure Project and the Development Project.

“Construction Agent” means the Developer, as Construction Agent under the Construction Agency Agreement.

“Construction Agency Agreement” means the Construction Agency Agreement among the Issuer and the Construction Agent, as amended or supplemented from time to time in accordance with its terms, providing for the acquisition, construction, equipping, improving and furnishing of the Infrastructure Project by the Construction Agent for and on behalf of the Issuer.

“Deficiency Amount” means for each Interest Payment Date, the amount by which the Financing Payment exceeds the Available Amount.

“Designated Office” means, in the case of the Trustee, the corporate trust office or offices of the Trustee designated from time to time by the Trustee to the Issuer to which notices are to be delivered hereunder and at which Bonds shall be paid, including the Notice Address specified by the Trustee and in the case of any other Person, the principal office of that person or such other office of the Person as shall be designated from time to time by such Person by notice delivered to the Trustee and the Issuer.

“Developer” means Hamilton Pointe Investment, LLC.

“Development Project” means the acquisition, construction and equipping of a multi-building apartment complex consisting of approximately 312 residential units and four separate retail outlots located on the TIF Parcels.

“Disclosure Agent” means The Incentive Review Group, LLC and its successors and permitted assigns under a Disclosure Agreement.

“Disclosure Agreement” means a Continuing Disclosure Agreement or Reporting Agreement between the Disclosure Agent and the Issuer relating to the Series 2023B Bonds.

“Environmental Laws” means any and all federal, state and or commonwealth and local laws, regulations, statutes, codes, rules, resolutions, orders, executive orders, consent orders from regulatory agencies, judicial decrees, legal standards, permits, licenses and resolutions, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the state where the Infrastructure Project is located.

"Event of Default" means any of the events described as an Event of Default in Section 7.1 of this Agreement.

"Excess Amount" means, for each Interest Payment Date, the amount by which the Available Amount exceeds the Required Amount for such Interest Payment Date. "Financing Payments" or "Series 2023B Financing Payments" has the same meaning as is given in the Series 2023B Supplemental Indenture, and includes the Required Amounts and Administrative Amounts, each as identified in Exhibit B to this Agreement.

"Financing Payment Date" means each June 1 and December 1, beginning [December 1, 2023], or any other date on which Financing Payments with respect to any Bond Service Charges on the Series 2023B Bonds shall be due and payable, whether at maturity, upon acceleration, call for redemption or otherwise, to the extent that a Financing Payment is required to be made on such date after taking into account any credit for which provision is made in Section [9] of the Series 2023B Supplemental Indenture.

"Financing Payments" means the Assigned Service Payments required to be paid by the Township, and the Minimum Service Payments required to be paid by the Developer on behalf of itself, successors and assigns, under Section 4.1 of this Agreement, consisting of the principal and interest and premium payments on the Series 2023B Bonds and the Administrative Amounts.

"Force Majeure" shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; terrorist acts; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or any cause, circumstance or event not reasonably within the control of the party claiming Force Majeure as a defense or excuse, provided that inability to obtain necessary financing shall not constitute an event of Force Majeure.

"Governmental Authority" means any applicable supra-national, federal, national, regional, state, provincial or local regulatory agencies, departments, bureaus, commissions, councils or other government entities, agencies, commissions or bodies.

"Guarantor" means _____, as guarantor under the Guaranties.

"Guaranties" means the Completion Guaranty and the Payment Guaranty.

"Hazardous Substances" includes, but is not limited to, any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws and also includes but is not limited to, petroleum and petroleum products, or biological agents the presence of which may adversely affect human health or the environment or adversely affect the value of the Infrastructure Project, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead,

radon, radioactive materials, flammables and explosives and microbial contamination, microbial growth or other fungi, or biological agents that can or are known to produce mycotoxins or other bioaerosols, such as antigens, bacteria, amoebae and microbial organic compounds or other similar matter, the presence of which may adversely affect human health or the environment or adversely affect the value of the Infrastructure Project.

“Holder”, “Bondholder” or “Holder of a Bond” means the Person in whose name a Bond is registered on the Register.

“Interest Payment Date” means the first day of each June and December commencing December 1, 2023.

“Issuer” and “Port Authority” means the Warren County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Issuer Executive” means the Chair, the Vice Chair, Secretary or the Executive Director of the Issuer.

“Infrastructure Project” means the construction of certain public infrastructure improvements on a portion of the TIF Parcels, including specifically the acquisition, construction, equipment, installation, and other improvement of “port authority facilities,” as defined in the Act, consisting of certain roadway, right-of-way, and appurtenant improvements, including water, storm water sewer, and retention ponds on or about Towne Center Boulevard within the Township in furtherance of the Project Purposes, constituting “authorized purposes” of the Issuer under the Ohio Revised Code.

“Infrastructure Project Costs” means any and all costs of the Infrastructure Project specified in the Plans and Specifications.

“Legislative Authority” means, with respect to the Issuer, the Board of Directors of the Issuer, and with respect to the Township, the Board of Township Trustees.

“Mandatory Redemption Date” means each December 1 in the years 2027 through 2036, inclusive, commencing on December 1, 2027.

“Minimum Service Payments” shall be the calculated as the amounts, if any, by which the sum of the Statutory Service Payments actually due and payable with respect to the TIF Parcels on the Service Payment Date are less than the Debt Service due on the Bonds on such Service Payment Date, which amounts are assigned by the Township to the Issuer under Section 4.1 of this Agreement for further assignment to the Trustee under the Indenture, which shall be paid and transferred by the Owners or the Township to the Trustee for application in accordance with the Series 2023B Supplemental Indenture.

“Net Proceeds” when used with respect to any insurance proceeds or condemnation award means the gross proceeds thereof less the payment of all expenses, including reasonable attorneys’ fees incurred in connection with the collection of such gross proceeds.

"Notice Address" means:

(a) As to Issuer:

Warren County Port Authority
406 Justice Drive, Suite 301
Lebanon, Ohio 45036
Attention: Martin Russell, Executive Director

With a copy to:

Bricker Graydon LLP
100 South Third Street
Columbus, Ohio 43215
Attn: J. Caleb Bell

(b) As to the Township:

Hamilton Township, Warren County, Ohio
4900 Parkway Drive, Suite 150
Hamilton Township, Ohio 45040
Attn: Township Administrator

With a copy to:

Bricker Graydon LLP
2 East Mulberry Street
Lebanon, OH 45036
Attn: Ben Yoder

(c) As to the Developer:

Hamilton Pointe Investment, LLC
312 Walnut St., Suite 1800
Cincinnati, OH 45202
Attn: Marie E. Fox

With a copy to:

Frost Brown Todd LLP
Great American Tower
301 East Fourth Street, Suite 3300
Cincinnati, OH 45202
Attn: Donald L. Warner, III

"Original Purchaser" means the person or persons designated as such in the Certificate of Award.

"Owner" or "Owners" shall mean Hamilton Pointe Investment, LLC together with its successors and assigns and all future owners of the TIF Parcels.

"Person" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures,

societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Plans and Specifications” means the plans and specifications for the Infrastructure Project.

“Pledged Revenues” means (i) the Assigned Service Payments, Minimum Service Payments, and all other moneys received or to be received by the Issuer or the Trustee and intended to be used for Bond Service Charges, (ii) any gifts, grants, donations and pledges, and receipts therefrom, available for payment of Bond Service Charges which are hereafter pledged to the payment of Bond Service Charges, (iii) any proceeds realized from the enforcement of the Indenture, and (iv) all income and profit from the investment of the foregoing moneys and all income and profit from the investment of the Special Funds, as defined in the Indenture, applicable to a series of Bonds, all to the extent of the Issuer's interest therein.

“Project Completion Date” means, with respect to the Infrastructure Project, the date of completion of the Infrastructure Project, evidenced by the certification provided in Section 3.6 of this Agreement.

“Project Purposes” means to enhance, foster, aid, provide or promote economic development, governmental operations, and other authorized purposes within the Township, and in furtherance of the development purposes of the Township under the TIF Resolution, to create or preserve jobs and employment opportunities within the Township, the County and the territory served by the Issuer and within the State, and to promote and improve the general and economic welfare of the residents thereof.

“Rating Service” means Moody's Investors Service, Standard & Poor's Ratings Services or Fitch Ratings, each of New York, New York, or their successors, or if any of which shall be dissolved or no longer assigning credit ratings to long-term debt, then any other nationally recognized entity assigning credit ratings to long-term debt designated by an Authorized Officer.

“Required Amounts” means that portion of the Financing Payments to be paid to the Trustee for application to payment of Bond Service Charges; provided, however, that amounts to be paid to the Issuer or the Trustee, as applicable, for the payment of their respective fees shall be Administrative Amounts.

“Required Insurance Coverage” means, collectively, the insurance coverages to be maintained under any of the Transaction Documents; provided, that all policies providing such coverages shall (i) name the Issuer as an additional named insured so long as it shall have any interest in the TIF Parcels, and an additional insured, if it shall no longer have an interest in the TIF Parcels, (ii) name the Trustee and the Township as an additional insured thereunder, (iii) provide for not less than ten (10) days' notice to the Township, the Issuer and the Trustee in the event of cancellation or nonrenewal, and (iv) as to required property and casualty insurance coverages, name the Issuer and the Trustee as a mortgagee and loss payee.

“Series 2023B Capitalized Interest Subaccount” means the Subaccount by that name created under the Series 2023B Supplemental Indenture.

“Series 2023B Project Subaccount” means the Series 2023B Project Subaccount established in the Series 2023B PF Account in the Project Fund under the Series 2023B Supplemental Indenture.

“Series 2023B PRF Account” means the Series 2023B PRF Account in the Primary Reserve Fund created in Section 6 the Series 2023B Supplemental Indenture, into which the Series 2023B Bond Reserve Deposit shall be deposited.

“Series 2023B Revenue Account” means the account designated as such and created in the Series 2023B Supplemental Indenture.

“Series 2023B Supplemental Indenture” means the Twenty-Seventh Supplemental Trust Indenture, as amended or supplemented from time to time in accordance with the terms hereof.

“Service Payments” means, collectively, the Assigned Service Payments and the Minimum Service Payments.

“Service Payment Transfer Date” means each date on which the Township transfers Assigned Service Payments to the Trustee, which transfers shall generally be made by the Township within ten (10) Business Days following the Township’s receipt of such Statutory Service Payments from the County Treasurer for deposit by the Township into the TIF Fund.

“State” means the State of Ohio.

“Statutory Service Payments” means annual service payments in lieu of taxes due from the owners of the TIF Parcels pursuant to the TIF Act and the TIF Resolution.

“Tax Collection Date” means each date established by the County Treasurer for the payment of semiannual real property taxes in the County.

“Tax Payments” means the Administrator’s estimate of “Taxes” as defined in Ohio Revised Code Section 323.01(C), including Statutory Service Payments, that will be due and payable by the Owners of the TIF Parcels on any Tax Collection Date.

“Tax Lien Sales Agreement” means the Tax Lien Sales Agreement dated as of [____], 2023 among the County Treasurer, the Township, the Developer, the Issuer, and the Trustee as the same may be duly amended and supplemented from time to time.

“TIF Act” means Ohio Revised Code Sections 5709.40, 5709.73, 5709.74, 5709.75, 5709.91 and related provisions of the Ohio Revised Code and any other applicable law, as the same may be amended, modified, revised, supplemented, or superseded from time to time.

“TIF Exemption” shall mean the tax increment financing exemption granted under the TIF Resolution pursuant to the TIF Act.

“TIF Fund” means the Township’s “Hamilton Pointe Public Improvement Tax Increment Equivalent Fund” created pursuant to Section [____] of the TIF Resolution.

“TIF Parcels” means all parcels subject to the TIF Exemption pursuant to the TIF Resolution.

“TIF Resolution” means Resolution No. [____], duly adopted by the Board of Trustees of the Township on September 6, 2023.

“Township” means the Township of Hamilton, Warren County, Ohio.

“Township Trustees” means the Board of Township Trustees of the Township.

“Township-Received Service Payments” shall constitute all Statutory Service Payments collected by the County Treasurer as part of first half and second half property tax bills relating to the TIF Parcels that are transferred to or otherwise received by the Township.

“Transaction Documents” means, collectively, this Agreement, the Series 2023B Supplemental Indenture, the Construction Agency Agreement, the Guaranties, the Tax Lien Sales Agreement, and other contracts and agreements referenced therein or connected thereto.

“Trustee” means The Huntington National Bank, a national banking association duly organized and validly existing under the laws of the United States of America and qualified to exercise trust powers under the laws of the State, in its capacity as trustee under the Indenture, until a successor Trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter “Trustee” shall mean the successor Trustee.

“Trustee’s Designated Office” means, in the case of the Trustee, the corporate office or offices, of the Trustee designated from time to time by the Trustee to which notices are to be delivered and at which the Bonds shall be paid, including the Notice Address specified by the Trustee and in the case of any other Person, the principal office of that person or such other office of that Person that shall be designated from time to time by such Person by notice delivered to the Trustee.

“Unassigned Issuer’s Rights” means all of the rights of the Issuer to receive Administrative Expenses incurred by or payable to the Issuer, the right to give consents and approvals, the right to be held harmless, indemnified and reimbursed for reasonable attorney fees and expenses under this Agreement the Indenture and any other agreement made pursuant to this Agreement or the Indenture or in furtherance of the Infrastructure Project, the right to consent to amendments of this Cooperative Agreement or the Indenture and any agreements, mortgage, lease, assignment or note made pursuant to this Cooperative Agreement or the Series 2023B Supplemental Indenture or in furtherance of the Infrastructure Project, and any other Unassigned Issuer’s Rights as may be set forth in any of the foregoing or in the Series 2023B Supplemental Indenture.

“Year” means the calendar year, unless otherwise specified.

EXHIBIT A

TIF Parcels

DRAFT NOT FOR EXECUTION

EXHIBIT B

Scheduled Financing Payments

DRAFT NOT FOR EXECUTION

EXHIBIT C1

Description of Development Project

EXHIBIT C2

Description of Infrastructure Project

DRAFT NOT FOR EXECUTION

EXHIBIT D

Minimum Service Payment Declaration

DRAFT NOT FOR EXECUTION

EXHIBIT E

Form of Disbursement Request

DRAFT NOT FOR EXECUTION

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on September 6, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Chair*
Joseph P. Rozzi – Trustee, *Vice Chair*
Darryl Cordrey – Trustee

Mr. _____ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 23-0906F**

**A RESOLUTION AUTHORIZING PRIVATE SALE OF UNNEEDED AND UNFIT-FOR-
USE PROPERTY IN THE FIRE AND EMS DEPARTMENT**

WHEREAS, the Board of Trustees has certain property in its Fire and EMS, which is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired;

WHEREAS, the property which the Board of Trustees has determined to no longer be needed for public use or to be obsolete or unfit for the use for which it was acquired is listed on Appendix A attached hereto;

WHEREAS, the Board of Trustees has determined that the fair market value of the above listed items is not in excess of two thousand five hundred dollars (\$2,500.00);

WHEREAS, due to the determination of the value of the above-listed property, Section 505.10(A)(2)(a) of the Ohio Revised Code authorizes the Board of Trustees to sell the property by private sale, without advertisement or public notification;

WHEREAS, the Board of Trustees has determined that due to the nature of the above-listed items, disposal of that property by private sale is desirable;

NOW THEREFORE BE IT RESOLVED, that the above-listed property shall be sold, by private sale, without advertisement or public notification.

Mr. _____ seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Joseph P. Rozzi –	Aye _____	Nay _____
Mark Sousa	Aye _____	Nay _____
Darryl Cordrey	Aye _____	Nay _____

APPENDIX A

- Filing Cabinets x 2
- Modeltech Safety House
- Ferno Proflex Cot (Donate to WCCC)
- Floor Scrubber
- 2 ½" Rubber fire hose x 20 Sections (Donate to WCCC)
- Drawing tables x 2
- EMS Bags x 5 (Donate to WCCC)



Office of Public Works

The following motion is requested by the Board of Hamilton Township Trustees from the Public Works Department:

Date of Meeting: September 6, 2023

Effected Department: Public Works Department

Motion: I request a motion to approve the purchase of cemetery deeds as presented to the board.

Budget Impact: N/A

Line Item Account:



Office of Public Works

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Public Works Department:

- **Cemetery Deed –**
 - Holly Kane purchased Lot 504, grave(s) 6 in Maineville Addition, deed number 2023-10

Deed For Cemetery Lot

Rev. Code, Sects. 517.07,.14; 759.12,31

Deed Number: # 2023-10

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Trustees of Hamilton Township, **Mark Sousa, Joe Rozzi, Darryl Cordrey**, in the County of **Warren** and State of Ohio, for and in consideration of the sum of **\$ 1,200.00Dollars**, to us paid by **Holly Kane** Current Address: 7704 Haverhill Ln Maineville, Oh 45039, the receipt whereof is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL AND CONVEY** to the said:

Holly Kane

and HIS/HER/THEIR heirs forever the following described lot or parcel of land in **Maineville Addition : Lot: 504 Grave(s) 6** as described upon the plat of said Cemetery, on file in the office of the Administration of said TO HAVE AND TO HOLD the same to the said

Holly Kane

and HIS/HER/THEIR heirs, to be used for the purposes of burial only, subject to the laws of this State regarding Cemeteries and the rules an regulations of the officers having control of said Cemetery.

In Witness Whereof, We have hereunto set our hands on this 6th day of **September** A.D. **2023**

Signed and Acknowledged in presence of

in Warren County, Ohio.

**** The State of Ohio, Warren County, ss.**

Be It Remembered, That on this 6th day of **September** A.D. **2023** before me, the subscriber, a **Notary Public** in and for said County, personally came the above named Trustees of Hamilton Township in Warren County, State of Ohio, and as such officers, acknowledged the signed and sealing of the foregoing conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, on the day and year last aforesaid.



Office of Human Resources
09/06/23 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Human Resources Manager:

Motion to amend the roster of Hamilton Township as presented.

- On 08/23/23, part time firefighter/EMT Tyler Reed withdrew his acceptance of employment; his effective hired date had been previously approved for 09/03/23.
- Off role full time firefighter/paramedic Abbie Muterspaw effective 09/16/2023.
- Promote part time firefighter Austin Parker to full time status effective 09/17/2023, pay rate determined by collective bargaining agreement (employment contingent on passing employment testing).
- Off role full- time Township Administrator Stephen Pegram effective 09/16/2023.