ORDINANCE 2021-23

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A COMMUNITY REINVESTMENT AREA BUILDING 2 PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (CRA AGREEMENT) BETWEEN COI RICKENBACKER INDUSTRIAL LAND, LLC, AND ROHR TWO DEVELOPMENT, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, to encourage economic development, the Village, pursuant to Ordinance No. 2018-13, adopted by Council on December 3, 2018, and affirmed in Resolution No. 17-2019, adopted by Council on April 1, 2019 (collectively, the "CRA Legislation"), established the area specified in the CRA Legislation as the Commercial Point Community Reinvestment Area No. 1 under the authority of Ohio Revised Code Sections 3735.65 through 3735.70; and

WHEREAS, Council approved the execution of a CRA Agreement between K-Nova LLC ("K-Nova") and the Village (the "CRA Agreement") in Ordinance 2019-15 adopted October 21, 2019, which Ordinance, through its approval of the CRA Agreement, authorized the partial assignment of the CRA Agreement to VanTrust Real Estate, LLC ("VanTrust") or an entity controlling, controlled by, or under common control with VanTrust in connection with the proposed purchase of a portion of the Project Site (described in Exhibit A to the CRA Agreement) by that entity or its affiliate; and

WHEREAS, VanTrust is under common control with COI Rickenbacker Industrial Land, LLC and Rohr Two Development, LLC; and

WHEREAS, pursuant to a Partial Assignment and Assumption Agreement (CRA Agreement), on or about February 5, 2020, K-Nova assigned its interests in the CRA Agreement (the "Partial Assignment") with respect to approximately 178.191 acres of K-Nova's Project Site (the "Initial Acquisition"); and

WHEREAS, COI Rickenbacker Industrial Land, LLC now wishes to assign its interests in the CRA Agreement to Rohr Two Development, LLC;

WHEREAS, the Village wishes to enter into a Building 2 Partial Assignment and Assumption Agreement (CRA Agreement) with COI Rickenbacker Industrial Land, LLC, and Rohr Two Development, LLC in substantially the same form as the attached Exhibit A to this Ordinance, in order to continue to promote economic development opportunities within the Village, including the creation and retention of employment opportunities within the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, OHIO THAT:

Section 1. The Mayor of the Village of Commercial Point, for and in the name of the Village, is hereby authorized and directed to enter into the Building 2 Partial Assignment and Assumption Agreement in substantially the same form as attached hereto as Exhibit A and incorporated herein by reference.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. Because the Building 2 Partial Assignment and Assumption Agreement must be executed to facilitate the development of the Transferred Property, which development must commence promptly in order to enable Rohr Two Development, LLC to pursue without delay competitive opportunities, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, peace, and welfare, and shall, therefore, go into effect immediately upon passage.

ORDINANCE 2021-23

Vote on Suspension of the Readings:
Motion by: Aaron Grassel 2nd : Ryan Mitchem
Roll Call:

Yes Jason Thompson	Yes Aaron Grassel	Yes Ryan Mitchem
Yes Nancy Geiger	Yes Tracy Joiner	Yes Laura Wolfe

Vote on Passage of the Ordinance:
Motion by: Tracy Joiner 2nd : Laura Wolfe
Roll Call:

Yes Jason Thompson	Yes Aaron Grassel	Yes Ryan Mitchem
Yes Nancy Geiger	Yes Tracy Joiner	Yes Laura Wolfe

Adopted this 21st day of June, 2021.

Allan D. Goldhardt, Mayor

Wendy Hastings, Fiscal Officer

Approved as to Form:

Josh Cartee, Village Solicitor

EXHIBIT A
TO
ORDINANCE 2021-23

BUILDING 2 PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This BUILDING 2 PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the Village of Commercial Point (the "Village"), a political subdivision of the State of Ohio, through the Village of Commercial Point Village Council (the "Council"); COI Rickenbacker Industrial Land, LLC, an Ohio limited liability company (the "Company") and Rohr Two Development, LLC, an Ohio limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between K-Nova LLC (the "Developer") and the Village, made effective November 21, 2019 (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the Village, by Ordinance No. 2018-13, adopted by the Council on December 3, 2018 and affirmed by Resolution No. 17-2019 (collectively, the "CRA Legislation"), designated the area specified in the CRA Legislation as the Commercial Point Community Reinvestment Area No. 1 (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on February 10, 2020, the Developer, the Company and the Village entered into the Partial Assignment and Assumption Agreement ("Partial Assignment"), a copy of which is attached as Exhibit B, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, the Company intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit C, may be referred to hereinafter as the "Transferred Property") to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Company to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the "Transfer Date"), and, as agreed in the CRA Agreement, the Village is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Company acknowledges its continued obligations under the Partial Assignment.

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

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

14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants") and Section 23 ("Annual Fee").

2. The Village acknowledges through the Transfer Date that the CRA Agreement is in full force and effect, confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property, and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

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

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

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

If to the Village, to: Attention: Fiscal Officer
10 West Scioto Street
Commercial Point, Ohio 43116

With a copy to: Dinsmore & Shohl LLP
Attention: Josh Cartee
191 W. Nationwide Blvd., Suite 300
Columbus, Ohio 43215

If to the Successor: Rohr Two Development, LLC
c/o VanTrust Real Estate, LLC
950 Goodale Blvd., Suite 100
Columbus, Ohio 43212
Attn: Andrew R. Weeks
Email: andy.weeks@vantrustre.com

With a copy to: Vorys, Sater, Seymour & Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Attn: Scott J. Ziance, Esq.

6. Successor covenants, pursuant to R.C. 9.66, that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the States; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of Successor has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, Successor shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. 9.66(C)(2) and

Successor shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided under this Section, shall have no applicability to nor effect any person other than the violator.

7. Successor hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

8. The Successor shall have no power to further assign this Agreement without the express written approval of the Village Council.

9. The Company, Successor and Village acknowledge that this Agreement must be approved by formal action of the Council of the Village as a condition for this Agreement to take effect. This Agreement is not binding on the parties until such approval.

10. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument.

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

THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO

By:_____

Print Name: _____

Title:_____

By Ordinance No. _____ dated _____, 20__
Verified and Certified:

APPROVED AS TO FORM:

_____
Josh Cartee, Dinsmore & Shohl LLP
Village Solicitor

COMPANY

COI RICKENBACKER INDUSTRIAL LAND, LLC, an Ohio limited liability company

By:_____
Print Name: _____
Title:_____

SUCCESSOR

ROHR TWO DEVELOPMENT, LLC, an Ohio limited liability company

By:_____
Print Name: _____
Title:_____

ACKNOWLEDGMENT OF COMPANY

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

COI Rickenbacker Industrial Land, LLC, an Ohio limited liability company

By:_____
Print Name:
Title:

ORDINANCE 2021-23

EXHIBIT A

CRA AGREEMENT
COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") is made and entered into by and among the VILLAGE OF COMMERCIAL POINT (the "Village"), a municipal corporation in the State of Ohio (the "State"), through the Village of Commercial Point Village Council (the "Council") and K-NOVA LLC, an Ohio limited liability company with an office located at 700 Home Avenue, Akron, Ohio 44310 (the "Developer").

WITNESSETH:

WHEREAS, the Village desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the Village and Pickaway County (the "County") that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the Village, by Ordinance No. 2018-13, adopted by the Council on December 3, 2018, and affirmed by the Council in Resolution No. 17-2019 on April 1, 2019 (collectively, the "CRA Legislation"), designated the area specified in the CRA Legislation as theCommercial Point Community Reinvestment Area No. 1 (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer has acquired the real property located within the Village and the CRA, as described in Exhibit A attached hereto (the "Project Site"); and

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

WHEREAS, the Developer proposes to establish on the Project Site multiple classA industrial warehouse/distribution, logistics and/or manufacturing buildings together with related site improvements, as described in the Application (collectively, the "Project") (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Developer intends to expand its operations to additional Buildings on the Project Site and/or transfer applicable portions of the Project Site or parts thereof to one ormore transferees by lease, sale and/or other means of transfer (the Developer and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

WHEREAS, the Developer has remitted or shall remit with the Application the required State of Ohio application fee of $750.00, made payable to the Ohio Development Services Agency, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(8), the Village and the Developer desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Teays Valley Local School District (the "Local School District") and the Eastland-Fairfield Career & Technical School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Local School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years in return for payments to be made to the School District pursuant to a Compensation Agreement between the

Developer and the School District; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; (iii) waived the application of R.C. Sections 5709.82(C) and (D) to this Agreement; and (iv) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Ordinance No. 2019-15, adopted on October 21, 2019, has approved the terms of this Agreement and authorized its execution on behalf of the Village; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

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

1. Project. The cost of the investments to be made in connection with the Project by the Owners is estimated to equal or exceed $50,000,000 for construction of new Buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) with each such Building expecting to contain approximately 100,000 to 1,000,000 square feet andwith the total Project to comprise approximately 2,000,000 to 8,000,000 square feet or more. There are no existing commercial buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.67l(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

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

3. Project Schedule. The scheduled estimated starting month for the Project investmentsto made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately March 1, 2020; and the scheduled estimated completion month for such investments is no later than approximately December 31, 2040. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.67l(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. Employee Positions. The Owners estimate that there will be created at the Project Site, cumulatively, approximately 500 to 1,000 full-time permanent employee positions with an aggregate annual payroll of approximately $17,000,000.00 to $35,000,000.00 upon full build-out of the Project and O part-time or temporary positions. Hiring of such employees is estimated to commence in 2021 and to continue incrementally over the succeeding 10-20 years. Currently, the Owners have O employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Developer has O employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.67l(B)and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by Owners other than the Developer.

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

6. Real Property Tax Exemption. The Village hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site and a fifteen (15) year, 100% real property tax exemption pursuant toR.C-. Section 3735.67 for the increase in the assessed value attributable to remodeling at the Project Site. For each separately identifiable real property improvement, the exemption commences the

first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2040 (i.e., tax lien date January 1, 2040) nor extend beyond tax year 2054 (i.e., tax lien date January 1, 2054). In addition, no exemption for remodeling of a particular building may extend beyond the fifteen (15) year exemption term for construction of that building. Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the Village for the CRA, following the completion of construction of that real property improvement. The Village agrees that upon receipt of the real property tax exemption application, the Housing Officer shall promptly ce11ify the tax exemption to the Pickaway County Auditor.

8. Payment of Non-Exempt Taxes. Each Owner shall pay such real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such untiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Nothing in this Agreement restricts or limits an Owner's right to contest the valuation of a Building or all or any portion of the Project Site under R.C. Sections 5715.13 and 5715.19 or to contest any other Ohio State and local tax matters.

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

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

11. Certification as to No Delinquent Taxes. The Developer hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. Each Owner shall make the same certification as that made by the Developer in this Section 11 in any Assignment and Assumption Agreement.

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty

(30) days of written notice thereof to such Owner (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of any Owner to pay any non-exempt taxes), or if it has been finally adjudicated that the certification

as to delinquent taxes required by this Agreement is fraudulent, the Village may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the Village, the Village shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the Owner or entity primarily responsible for the material failure.

13. Approval by the Village. The Owners and the Village acknowledge that this Agreement must be approved by formal actions of the legislative authority of the Village as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Ordinance No. 2019-15 of the Council on October 21, 2019, this Agreement shall be effective immediately upon its execution.

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

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

16. Transfer and/or Assignment; Release from Liability. Except as otherwise provided in this Section 16, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the Village, which approval shall not be unreasonably withheld or delayed. As a condition to the right to receive tax exemptions as set forth in this Agreement, each partial transferee and/or partial assignee of this Agreement and the benefits and obligations thereof (a "Transferee") shall execute and deliver to the Village an Assignment and Assumption Agreement in substantially one of the forms attached hereto as Exhibit C.1 and Exhibit C.2, wherein such Transferee (i) assumes all obligations of the Developer under this Agreement with respect to the Transferred Property (as defined in Exhibits C.l and C.2)(whether the Transferee received the Transferred Property directly from the Developer or a Successor (as defined in Exhibits C.l and C.2)), and (ii) certifies to the validity, as to the Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the Village of such Assignment and Assumption Agreement, the Village Council shall determine whether the Successor is using or will use the Transferred Property in a manner that is consistent with the Project as described in the Application with respect to the Transferred Property. If the Village Council makes such a positive determination, the Village shall execute the Assignment and Assumption Agreement, and as to the Transferred Property the Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if theTransferee had been the original Developer and a signatory to this Agreement. Notwithstanding the foregoing, by execution of this Agreement, the Village Council hereby approves of the partial assignment of this Agreement to VanTrust Real Estate, LLC or an entity controlling, controlled by, or under common control with it in connection with the proposed purchase of a portion of the Project Site by that entity or its affiliate.

17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pagesmay be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

18. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

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

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

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shallbe deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed deliver upon receipt of confirmation of transmission:

<u>If to the Village, to:</u>
10 West Scioto Street
Commercial Point, OH 43116
Attention: Village Finance Director
Phone: (614) 877-9248

<u>With a copy to:</u>
Frost Brown Todd LLC
10 West Broad Street, Suite 2300
Columbus, OH 43215
Attention: Eugene L. Hollins
Phone: (614) 559-7243

<u>If to the Developer, to:</u>
K-Nova LLC
700 Home Avenue
Akron, OH 44310
Attention: William F. Scala
Phone: (330) 801-8253

<u>With a copy to:</u>
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215
Attention: Chris L. Connelly
Phone: (614) 334-7108

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

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it hasmade no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall beineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(l). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(0)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

23. Annual Fee. The Owners shall pay an annual fee equal to the greater of one percent of the amount of taxes exempted under this Agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to Council once per year for each year this Agreement is effective on July 1st of each such year. Fees received by Council shall be deposited in a special fund created by Council on, and shall be used for the purposes set forth in that resolution.

24. Estoppel Certificate. Upon request of an Owner, the Village shall execute and deliver to the Owner or any proposed purchaser, m011gagee or lessee a certificate stating: (a) thatthe Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

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

[Remainder of this Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of November 21, 2019

VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO

By:_____
Gary A. Joiner, Mayor

By Ordinance No. 2019-15 dated 10/21, 2019
Verified and Certified:

Wendy S. Hastings
Director of Finance

APPROVED AS TO FORM:

On behalf of
Eugene L. Hollins, Frost Brown Todd LLC
Village Solicitor

K-NOVA LLC, an Ohio limited liability company

By:_____

Print Name:
Title:

WENDY L HASTINGS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
SEPTEMBER 23, 2020

STATE OF Ohio,

COUNTY OF Pickaway, SS:

The foregoing instrument was signed and acknowledged before me this 21st day of November, 2019, by Gary A. Joiner, the Mayor of the Village of Commercial Point, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

Wendy L. Hastings
Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 2019, by _____, the _____ of K-Nova LLC, an Ohio limited liability company, on behalf of the limited liability company.

_____
Notary Public

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

ORDINANCE 2021-23

WENDY L HASTINGS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
SEPTEMBER 23, 2020

NOTARIAL SEAL
STATE OF OHIO

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

VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO

By:_____
Gary A. Joiner, Mayor

By Ordinance No. _____ dated _____, 2019
Verified and Certified:

_____
Director of Finance

APPROVED AS TO FORM:

_____
Eugene L. Hollins, Frost Brown Todd LLC
Village Solicitor

K-NOVA LLC, an Ohio limited liability company

By: _____

Print Name: William F. Scala
Title: Authorized Agent

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 2019, by Gary A. Joiner, the Mayor of the Village of Commercial Point, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

_____
Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this 22nd day of November, 2019, by William F. Gay, the Authorized Agent of K-Nova LLC, an Ohio limited liability company, on behalf of the limited liability company.

NOTARIAL SEAL STATE OF OHIO

CHRIS L. CONNELLY, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

_____
Notary Public

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

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Teays Valley Local School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement.

BOARD OF EDUCATION OF THE
TEAYS VALLEY LOCAL SCHOOL DISTRICT

By: Stacy L Overly

Print Name: Stacy L. Overly

Title: Treasurer

Date: 10/24/19

ORDINANCE 2021-23

EXHIBIT A

TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

EXHIBIT'A'

1101-2405535

LEGAL DESCRIPTION

Situated in the Village of Commercial Point, County of Pickaway, State of Ohio, and is described as follows:

Parcel 1:

Situated in the Township of Scioto, County of Pickaway, State of Ohio, and is described as follows:
Being a part of Virginia Military Survey (V.M.S.) Number 1194, and being all of that 162 acre (original) tract of land described in a deed to Lehmann Farms, of record in Volume 273, Page
470, all records referenced herein are on file at the Office of the Recorder for Pickaway County,Ohio, and being further bounded and described as follows:

BEGINNING at a ½ inch iron pin found at the Intersection of the centerline of State Route 104 and the common line between V.M.S. Numbers 1194 and 557, being on the north line of said 162acre tract, being a southeast comer of that 745 acre (original) tract described In a deed to Lehmann Farms, of record In Volume 273, Page 470, being the southeast comer of that 1.023 acre tract described in a deed to Kevin Kraft and Karen Kraft, of record in Volume 693, Page 1836, and being the northeast comer of that 1 acre tract described In a deed to Randy C. Taylor, of record in Official Record 714, Page 910;

Thence North 81degrees 09 minutes 29 seconds East, along the common line between said
V.M.S. Numbers 1194 and 557, along the north line of said 162.acre tract, and along the south tine of said 745 acre tract, (passing an Iron pin set on line at a distance of 4,707.97 feet), a total distance of 4,757.97 feet to the northeast corner of 162 acre tract, being the southeast comer ofsaid 745 acre tract, being the northeast corner of said V.M.S. Number 557 and the southeast corner of said V.M.S. Number 1194, and being on the west bank of the of the Scioto River at the low water mark;

Thence along the east line of said 162 acre tract and the west bank of the Scioto River and the meanderings thereof at the low water mark along the following four (4) described courses:

1. South 18 degrees 25 minutes 09 seconds East, a distance of 203.47 feet to a point;

2. South 00 degrees 55 minutes 33 seconds East, a distance of 545.25 feet to a point;

3. South 25 degrees 39 minutes 42 seconds East, a distance of 221.18 feet to a point;

4. south 15 degrees 46 minutes 51 seconds East, a distance of 355.63 feet to the southeast corner of said 162 acre tract, being on the north line of that tract of land described in a deed to

Village of Commercial Point, of record In Official Record 10, Page 39;

Thence South 81 degrees 45 minutes 54 seconds West, along the south line of said 162 acre ·tract, along the north line of said Commercial Point tract, -along the north line of that 137.309 acre tract described in a deed to Cornwell Family Farm, LLC, of record In Volume 678, Page 2465, (passing an Iron pin set on line at a distance of 50.00 feet, and passing at a distance of 4,495.78 feet a monument box found on the centerline of said State Route 104), and continuing along the north line of that 8.226 acre tract described in a deed to Fred D. Mollohan and Lisa D. Mollohan, of record In Volume 552, Page 1566, a total distance of 5,487.08 feet to an iron pin set at the southwest corner of said 162 acre tract, being the northwest corner of said 8.226 acre tract, being on the northeast line of that 60.5541 acre tract described in a deed to Jerry L. Timmons, of record In Volume 636, Page 2382, and being the common line between said V.M.S. Number 1194 and V.M.S. Number 1234;

Thence North 25 degrees 18 minutes 22 seconds West., along the southwest Une of said 162 acre tract, along the northeast line of said 60.5541 acre tract, a distance of 1,300.63 feet to a fence post found at the northwest comer of said 162 acre tract, being the northeast comer of said 60. 541 acre tract, being on the south line of that 252.977 acre (original) tract described in a deed to Foxfire Golf Club, Inc., of record In Volume 252, Page 977, and being the northwest corner of said V.M.S. Number 1194, the southwest corner of said V.M.S. Number 557, the northeast comer of said V.M.S. Number 1234, and the southeast comer of V.M.S. Number 6844;

Thence North 81 degrees 09 minutes 29 seconds East, a distance of 733.73 feet to an iron pin set on the northwest corner of said 1 acre Taylor tract;

Thence South 03 degrees 43 minutes 57 seconds East, along the west Une of said 1 acre tract, a distance of 150.00 feet to an iron pin set at the southwest corner of said 1 acre tract;

Thence North 81 degrees 09 minutes 28 seconds East, along the south line of said 1 acre tract, a distance of 298.00 feet to a MAG nail set at the southeast comer of said 1 acre tract, being on the centerline of said State Route 104;

Thence North 03 degrees 44 minutes 36 seconds West, along the east line of said 1 acre tract and along the center1ine of said State Route 104, a distance of 150.00 feet to the POINT OF BEGINNING for this description.

The above description contains a total of 163.401 acres, (including 1.631 acres within easement right-of-way for S.R. 104), and being all of Pickaway County Auditor's Parcel Number L27-0--001- 00-523-00;

Bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983, as established utilizing a GPS survey and NGS OPUS solution.

PPN: I.2700010052300

Parcel 2:

Situated in the Township of Scioto, County of Pickaway, State of Ohio, and Is described asfollows:
Being a part of Virginia Military Survey (V.M.S.) Number 557, and being a part of that 745 acre tract of land described in a deed to Lehmann Farms, of record in Volume 273, Page 470, all records referenced herein are on file at the Office of the Recorder for Pickaway County, Ohio, and being further bounded and described as follows:

BEGINNING at a ¾ inch iron pin found in a 4 Inch pvc pipe at the intersection of the centerline of said State Route 104 and the centerline of Durrett Road, being on the west line of said 745 acre tract, and being the southeast comer of the Willow Brook Acres Part No. 3 plat, of record in Plat Book 5, Page 99;

Thence North 09 degrees 32 minutes 14 seconds West, along the centerline of said State Route 104, along the east line of said 745 acre tract, a distance of 888.86 feet to a MAG nail set at the southwest corner of that 0.771 acre right-of-way parcel described in a deed to State of Ohio, of
record in Deed Volume 262, Page 549;

Thence across said 745 acre tract along the following six(6) described courses:

1. North 80 degrees 35 minutes 41 seconds East, along the south line of said 0.771 acre right-of- way parcel, a distance of 30,00 feet to an Iron pin set on the east right-of-way line for said State Route 104, being the southeast corner of said 0.771 acre right-of-way parcel;

2. North 04 degrees 36 minutes 22 seconds West, along the east right-of-way line for said State Route 104, along the east line of said 0.771 acre right-of-way parcel, a distance of 225.79 feet toan iron pin set;

3. North 08 degrees 59 minutes 25 seconds West., continuing along the east right-of-way line for said State Route 104 and the east line of said 0.771 acre right-of-way parcel, a distance of 399.46 feet to an iron pin set;

4. North 16 degrees 23 minutes 30 seconds West, continuing along the east right-of-way line forsaid State Route 104 and the east line of said 0.771 acre right-of-way parcel, a distance of 75.66 feet to an Iron pin set;

5. North 27 degrees 13 minutes 55 seconds West., continuing along the east right-of-way line for said State Route 104 and the east line of said 0.771 acre right-of-way parcel, a distance of 31.62 feet to an Iron pin set at the northeast corner of said 0.771 acre right-of-way parcel;

6. South 81 degrees 12 minutes 11 seconds West, along the north line of said 0.771 acre right- of-way parcel, a distance of 30.00 feet to a MAG nail set on the centerline of said State Route 104, being on the west line of said 745 acre tract, and being the northwest comer of said 0.771 acre right-of-way parcel;

Thence North 08 degrees 45 minutes 52 seconds West, along the centerline of said State Route 104, along the west line of said 745 acre tract, a distance of 395.29 feet to a MAG nail set at the northwest comer of said 745 acre tract, being the southwest comer of that 152.62 acre tract described in a deed to SB Lane Crabtree, LLC, of record in Volume 625, Page 2648, and on the

common line between V.M.S. number 557 and 1108;

Thence North 83 degrees 15 minutes 59 seconds East, along the north line of said 745 acre tract, along the south line of said 152.62 acre tract, and along the common line between said V.M.S. numbers 557 and 1108, a distance of 4,210.66 feet to a 2 foot by 2 foot concrete fence post found at the northeast comer of said 745 acre tract, being the southeast corner of said 152.62 acre tract, and being on the westerly line of that tract of land described in a deed to Scioto RiverDevelopment LLC, of record in Volume 725, Page 830;

Thence along the east line of said 745 acre tract and the west line of said 80.025 acre tract along the following nine (9) described courses:

1. South 06 degrees 38 minutes 59 seconds West., a distance of 501.23 feet to an iron pin set;
2. South 01 degree 47 minutes 59 seconds West, a distance of 416.72 feet to an iron pin set;
3. South 02 degrees 09 minutes 59 seconds West, a distance of 267.02 feet to a 2 foot by 2 foot concrete fence post found;
4. South 12 degrees 37 minutes 01 second East, a distance of 437.44 feet to a 2 foot by 2 foot concrete fence post found;
5. South 00 degrees 57 minutes 59 seconds West, a distance of 310.30 feet to an Iron pin set;
6. South 00 degrees 55 minutes 59 seconds West, a distance of 518.89 feet to a 2 foot by 2 foot concrete fence post found;
7. South 08 degrees 29 minutes 01second East, a distance of 337.42 feet to an iron pin set;
8. South 08 degrees 27 minutes 01 second East, a distance of 891.77 feet to a 2 foot by 2 footconcrete fence post found;
9. South 12 degrees 33 minutes 01second East, a distance of 553.00 feet to a 2 foot by 2 foot concrete fence post found at the southwest corner of said 80.025 acre tract;

Thence continuing along the east line of said 745 acre tract, and along the west bank of the Scioto River and the meanders thereof at the low water mark along the following ten (10) described courses:

1. South 15 degrees 46 minutes 17 seconds East, a distance of 1,026.66 feet to a point;
2. South 14 degrees 45 minutes 34 seconds East, a distance of 266.97 feet to a point;
3. South 40 degrees 08 minutes 02 seconds East, a distance of 170.97 feet to a point;
4. South 22 degrees 38 minutes 10 seconds East, a distance of 510.01 feet to a point;
5. South 08 degrees 07 minutes 57 seconds East, a distance of 258.50 feet to a point;
6. South 11 degrees 50 minutes 55 seconds West, a distance of 159.31 feet to a point;

7. South 17 degrees 39 minutes 34 seconds East, a distance of 207.70 feet to a point;

8. South 17 degrees 09 minutes 20 seconds East, a distance of 396.91 feet to a point;

9. South 06 degrees 06 minutes 54 seconds East, a distance of 767.93 feet to a point;

10. South 18 degrees 25 minutes 09 seconds East, a distance of 103.29 feet to the southeast comer of said 745 acre tract, being the northeast corner of said 162 acre tract, being the southeast comer of said V.M.S. Number 1194 and the northeast comer of said V.M.S. Number557;

Thence south 81degrees 09 minutes 29 seconds West, along the south line of said 745 acre tract, along the north line of said 162 acre tract, and along the common line between said V.M.S. Number ·1194 and 557, (passing an Iron pin set on line at a distance of 50.00 feet), a total distance of 1,554.74 feet to an Iron pin set;

Thence across said 745 acre tract along the following four **.(4)** described courses:

1. North 29 degrees 01 minute 19 seconds West, a distance of 829.71feet to an Iron pin set;

2. South 84 degrees 10 minutes 50 seconds West, a distance of 1,000.95 feet to an iron pin set;

3. North 00 degrees 21minutes 54 seconds East, a distance of 5,332.48 feet to an iron pin set;

4. South 82 degrees 03 minutes 53 seconds West, a distance of 2,232.00 feet to the TRUE POINT OF BEGINNING for this description.

The above description contains a total of 474.256 acres, (including 0.896 acres within easement right-of-way for S.R. 104) within Pickaway County Auditor's Parcel Number L27-0-001-00-524-00.

Bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983, as established utilizing a GPS survey and NGS OPUS solution.

This description was prepared by Brian P. Bingham, Registered Professional Surveyor Number 8438, is based on an actual survey of the premises, and is true and correct to the best of my knowledge and belief.

PPN: L2700010052400

Parcel 3:

Situated in the Township of Scioto, County of Pickaway, State of Ohio, and is described asfollows:
Being a part of Virginia Military Survey (V.M.S.) Numbers 557 and 1189, and being a part of that 745 acre (original) tract, all of that 157.7125 acre tract, all of that 57.85 acre tract, and all of the residue of that 20 acre (original) tract of land described in a deed to Lehmann Farms, of record In Volume 273, Page 470, all records referenced herein are on file at the Office of the Recorder for

Pickaway County, Ohio, and being further bounded and described as follows:

BEGINNING at ¼ inch iron pin found in a 4 in pvc pipe at the intersection of the centerline of said Durrett Road and the centerline of State Route 104, being the northeast comer of said 57.85acre tract, and being on the west line of said 745 acre tract, and being at the southeast comer of the Willow Brook Acres Part No. 3 subdivision, of record In Plat Book 5, Page 99;

Thence across said 745 acre tract along the following six (6) described courses:

1. North 82 degrees 03 minutes 53 seconds East, a distance of 2,232.00 feet to an iron pin set;

2. South 00 degrees 21 minutes 54 seconds West, a distance of 5,332.48 feet to an iron pin set;

3. South 84 degrees 10 minutes so seconds West, a distance of lnS.43 feet to an iron pin set on the east right-of-way line for said State Route 104, being on the east line of that 0.667 acre right-of-way parcel described in a deed to State of Ohio, of record in Deed Volume 252, Page549;

4. North 03 degrees 10 minutes 56 seconds West, along the east right-of-way line for said State Route 104, along the east line of said 0.667 acre right-of-way parcel, a distance of 250.84 feet to an iron pin set;

5. North 11 degrees 16 minutes 13 seconds West, continuing along the east right-of-way line for said State Route 104 and the east line of said 0.667 acre right-of-way parcel, a distance of 176.78 feet to an Iron pin set at the northeast comer of said 0.667 acre right-of-way parcel;

6. South 86 degrees 51 minutes 31seconds West, along a north line of said 0.667 acre right-of- way parcel, a distance of 30.00 feet to a MAG nail set on the centerline of said State Route 104, being on the west line of said 745 acre tract, being the northwest comer of said 0.667 acre right-of-way parcel;

Thence North 03 degrees 08 minutes 13 seconds West, along the centerline of said State Route 104, along the west line of said 745 acre tract, a distance of 1,557.71 feet to an MAG nail set at an angle point in the centerline of said State Route 104, being the northeast corner of that
265.59 acre tract described in a deed to James R. Jahn, of record in Deed Volume 75, Page 420, and being the southeast comer of that 2.004 acre tract described in a deed to Larry E. Cyrus, of record In Volume 104, Page 217;

Thence North 03 degrees 00 minutes 23 seconds West, continuing along the centerline of said State Route 104 and the west line of said 745 acre tract, along the east line of said 2.004 acre tract, a distance of 251.03 feet to a MAG nail set at the northeast corner of said 2.004 acre tract, being a southeast comer of the residue of said 20 acre tract;

Thence South 84 degrees 38 minutes 49 seconds West, along the north line of said 2.004 acre tract, along a south line of the residue of said 20 acre tract, a distance of 349.20 feet to a 3/4 InchIron pipe found at the northwest corner of said 2.004 acre tract, being a southeast corner of the residue of said 20 acre tract;

Thence south 03 degrees 13 minutes 11 seconds East, along the west line of said 2.004 acre

tract, along an east line of the residue of said 20 acre tract, a distance of 251.02 feet to an iron pin set at the southwest comer of said 2.004 acre tract, being a southeast corner of the residue of said 20 acre tract, and being on the north line of said 265.59 acre tract;

Thence South 84 degrees 38 minutes 36 seconds West, along the south line of said 20 acre tract, along the south line of said 157.7125 acre tract, and along the north line of said 265.59 acre tract, a distance of 2,766.40 feet to a fence comer found at the southwest comer of said 157.7125 acre tract, being a northeast corner of said 265.59 acre tract;

Thence North 07 degrees 09 minutes 03 seconds West, along the west line of said 157.7125 acre tract, along an east line of said 265.59 acre tract, a distance of 1,575.33 feet to a fence post found, being at the northeast corner of said 265.59 acre tract and the southeast corner of that 66.48 acre tract described in a deed to Donna L Stoer and James F. Stoer, of record in OfficialRecord 696, Page 2744;

Thence North 08 degrees 08 minutes 39 seconds West, continuing along the west line of said 157.7125 acre tract, along the east line of said 66.48 acre tract, and along the east line of that 5.00 acre tract described in a deed to Thaddeus Cole, of record in Volume 507, Page 251, a distance of 1,558.16 feet to a MAG nail found at the northwest corner of said 157.7125 acre tract, being the northeast comer of said 5.00 acre tract, and being on the centerline of Durrett Road;

Thence North 82 degrees 49 minutes 20 seconds East, along the centerline of said Durrett Road, along the north line of said 157.7125 acre tract, and along the north line of said 57.85 acre tract, a distance of 3,297.02 feet to the POINT OF BEGINNING for this description.

The above description contains a total of 474.536 acres, (Including 7.613 acres within easement right f-way for S.R. 104 and Durrett Road), and being:

- 240.509 acres out of Pickaway County Auditor's Parcel Number L27-0-001-00-524-00,
- all of 75.8 acres Pickaway County Auditor's Parcel Number L27--0-001-00-533-00 (76.894 acres by survey),
- and all of 157.7 acres Pickaway County Auditor's Parcel Number L27-0-001-00-534-00 (157.133 acres by survey).

Bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983, as established utilizing a GPS survey and NGS OPUS solution.

This description was prepared by Brian P. Bingham, Registered Professional Surveyor Number 8438, is based on an actual survey of the premises, and is true and correct to the best of my knowledge and belief.

PPN: L2700010053300

Parcel 4:

Situated In the Village of Commercial Point, County of Pickaway, State of Ohio, and is described as follows:
Being a part of Virginia Military Survey (V.M.S.) Number 557, and being a part of that 745 acre

(original) tract of land described in a deed to Lehmann Farms, of record in Volume 273, Page 470, all records referenced herein are on file at the Office of the Recorder for Pickaway County,Ohio, and being further bounded and described as follows:

BEGINNING at a ½ inch iron pin found at the intersection of the centerline of State Route 104 and the common line between .V,M.S. Numbers 1194 and 557, being the southwest comer of said745 acre tract, and being on the north line of that 162 acre tract described In a deed to Lehmann Farms, of record in In Volume 273, Page 470 , being the southeast comer of that 1.023 acre tract described in a deed to Kevin Kraft and Karen Kraft, of record in Volume 693, Page 1836, and being the northeast comer of that 1 acre tract described in a deed to Randy C. Taylor, of record in Official Record 714, Page 910;

Thence North 03 degrees 20 minutes 46 seconds West, along the centerline of said State Route 104, along the west line of said 745 acre tract, a distance of 765.78 feet to a MAG nail set at the southwest comer of that 0.667 acre right-of-way parcel described in a deed to State of Ohio, of record in Deed Volume 262, Page 549;

Thence across said 745 acre tract along the following five (5) described courses:

1. North 86 degrees 35 minutes 38 seconds East, along the south line of said 0.667 acre right-of- way parcel, a distance of 30.00 feet to an iron pin set on the east right-of-way line for said State Route 104, being the southeast comer of said 0.667 acre right-of-way parcel; ·

2. North 08 degrees 27 minutes 18 seconds East, along the east right-of-way line for said State Route 104, along the east line of said 0.667 acre right-of-way parcel, a distance of 122.62 feet to an iron pin set;

3. North 03 degrees 10 minutes 56 seconds West., continuing along the east right-of-way line for said State Route 104 and the east line of said 0,667 acre right-of-way parcel, a distance of 48.91 feet to a point;

4. North 84 degrees 10 minutes SO seconds East, a distance of 2,776.38 feet to an iron pin set;

5. South 29 degrees 01 minute 19 seconds East, a distance of 829.71 feet to an iron pin set on the south line of said 745 acre tract, being on the north line of said 162 acre tract, and being on the common line between V.M.S. Numbers 557 and 1194;

Thence South 81 degrees 09 minutes 29 seconds West, along the south line of said 745 acre tract, along the north line of said 162 acre tract, and along the common line between said V.M.S.Number 557 and 1194, a distance of 3,203.23 feet to the POINT OF BEGINNING for this description.

The above description contains a total of 58.733 acres, (including 0.526 acres within easement right-of-way for S.R. 104), out of Pickaway County Auditor's Parcel Number L407-0-001-00-004- 00.

Bearings described herein are based on Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983, as established utilizing a GPS survey and NGS OPUS solution.

This description was prepared by Brian P. Bingham, Registered Professional Surveyor Number 8438, is based on an actual survey of the premises, and is true and correct to the best of myknowledge and belief.

PPN: L4000010000400

For Informational Purposes only:
Property Address:
Parcel No.:

201800007326
FIRST AMERICAN TITLE COMPANY
50 SOUTH MAIN ST
STE 709
AKRON OH 44308

EXHIBIT B

TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(attached hereto)

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the Village of Commercial Point, Ohio located in the County of Pickaway and K-Nova, LLC.

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

K-Nova, LLC Enterprise Name	William F. Scala Contact Person
700 Home Avenue Akron, OH 44310 Address	330-801-8253 Telephone Number

b. Project site:

K-Nova, LLC Enterprise Name	William F. Scala Contact Person
TBD - Commercial Point, OH Address	330-801-8253 Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site. General Industrial: Warehousing, Logistics and Manufacturing

b. List primary 6 digit North American Industry Classification System (NAICS) # 493110,488510 and 339999. Business may list other relevant SIC numbers. n/a

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

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
limited liability company _____

3. Name of principal owner(s) or officers of the business.
William A. Scala is the Managing Member. William F. Scala and Robert Konstand are members.

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

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

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

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

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

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

5. Does the Property Owner owe:
   a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes ____ No X

   b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ____ No X

   c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes ____ No X

   d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets). n/a

6. Project Description: Multiple class A industrial warehouse/distribution, logistics and/or manufacturing buildings each measuring approximately 500,000 - 1,000,000 SF in an area totaling approximately 922 acres.

7. Project will begin June 1, 2019 and be completed by December 31, 2030 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site Gob creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary): Approximately 500-1,000 new full-time equivalent employees

   b. State the time frame of this projected hiring: 6-10 yrs.

   c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): Hiring to begin in 2020 with approximately 50-100 new FTEs added each year over a 6-10 year period.

9. a. Estimate the amount of annual payroll such new employees will add: approximately $17 million - $35 million for new full-time equivalent employees (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

   b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $0

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

a. Acquisition of Buildings:	$0
b. Additions/New Construction:	Appx. $50m - $100m
c. Acquisition of Land:	Appx. $5m - $8m
d. Machinery & Equipment:	Appx. $5m - $8m
e. Furniture & Fixtures:	$0
g. Inventory:	Appx. $62m - $120m
Total New Project Investment:	Appx. $62m - $120m

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real _____ as described above. Be specific as to the rate, and term.

   b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Within 30 miles of the project are numerous competing sites that offer the same incentives that we are requesting, and without which this investment would not happen. It is critical that these exemptions be assignable by the developer as the market will dictate future tenants and ownership. Without the 15 year, 100% CRA exemption, this project would not be competitive and the investment will not be made.

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

The Applicant agrees to supply additional information upon request.

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

K-Nova, LLC
Name of Property Owner

_____
Date

_____
Signature

William A. Scala, Managing Member
Typed Name and Title

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

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

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

ORDINANCE 2021-23

EXHIBIT C.1

TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement - Intra-Affiliated Group

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the Village of Commercial Point (the "Village"), apolitical subdivision of the State of Ohio, through the Village of Commercial Point Village Council (the "Council");_____, a _____(the "Company") and _____, a _____(the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between K-Nova LLC (the "Developer") and the Village, made effective_____(the "CRA Agreement,") a copy of which isattached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the Village, by Ordinance No. 2018-13, adopted by the Council on December 3, 2018 and affirmed by Resolution No. 17-2019 (collectively, the "CRA Legislation"), designated the area specified in the CRA Legislation as the Commercial Point Community Reinvestment Area No. 1 (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act;and

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

WHEREAS, the Company intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit B, may be referred to hereinafter as the "Transferred Property") to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Company to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the "Transfer Date"), and, as agreed in the CRA Agreement, the Village is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

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

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

2. From and after the Transfer Date, the Village hereby releases the Developer, its successors and assigns from any and all liability under the CRA Agreement with respect to the Transferred Property, unless any such successors or assigns are the Successor (as defined herein).

3. The Successor further certifies that, as required by R.C. Section 3735.67l(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(£).

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

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

_____

_____

_____

Phone:_____

Fax:_____

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

THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO

By: _____

Print Name: _____

Title:_____

By Resolution No._____dated_____, 20____
Verified and Certified:

APPROVED AS TO FORM:

_____
Eugene L. Hollins, Frost Brown
Todd LLC
Village Solicitor

COMPANY

_____,a_____

By:_____

Print Name: _____

Title: _____

SUCCESSOR

_____
(Name of Successor)

By: _____

Print Name: _____

Title:_____

ACKNOWLEDGMENT OF DEVELOPER

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

K-NOVA LLC, an Ohio limited liability company

By:_____

Print Name:_____

Title:_____

EXHIBIT A

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement
(Attached hereto)

EXHIBITB

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property
(Attached hereto)

ORDINANCE 2021-23

EXHIBIT C.2

TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement - Third Party

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the Village of Commercial Point (the "Village"), apolitical subdivision of the State of Ohio, through the Village of Commercial Point Village Council (the "Council");_____, a _____(the "Company") and_____,a _____(the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between K-Nova LLC (the "Developer"), predecessor-in-interest to the Company, and the Village, made effective_____(the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the Village, by Ordinance No. 2018-13, adopted by the Council on December 3, 2018 and affirmed by Resolution No. 17-2019 (collectively, the "CRA Legislation"), designated the area specified in the CRA Legislation as the Commercial Point Community Reinvestment Area No. 1 (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

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

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

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

WHEREAS, the Company intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit C, may be referred to hereinafter as the "Transferred Property") to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Company to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the "Transfer Date"), and, as agreed in the CRA Agreement, the Village is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

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

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners only with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement only with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in

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

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

3. The Successor further certifies that, as required by R.C. Section 3735.67l(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described inthe foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.67l(E).

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

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

_____

_____

_____

Phone:_____

Fax:_____

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

THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO

By: _____

Print Name: _____

Title:_____

By Resolution No._____dated_____, 20____
Verified and Certified:

APPROVED AS TO FORM:

_____

COMPANY

_____,a_____

By:_____

Print Name: _____

Title: _____

SUCCESSOR

_____
(Name of Successor)

By: _____

Print Name: _____

Title:_____

ACKNOWLEDGMENT OF DEVELOPER

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

K-NOVA LLC, an Ohio limited liability company

By:_____

Print Name:_____

Title:_____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement
(Attached hereto)

EXHIBITB
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Initial Assignment
(Attached hereto)

EXHIBITC
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property
(Attached hereto)

EXHIBIT B

PARTIAL ASSIGNMENT

Execution Version

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (CRA AGREEMENT)

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the Village of Commercial Point (the "Village"), a political subdivision of the State of Ohio, through the Village of Commercial Point Village Council (the "Council"); K-NOVA LLC, an Ohio limited liability company (the "Developer") and COI Rickenbacker Industrial Land, LLC, an Ohio limited liability company (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Developer and the Village, made effective November 21, 2019 (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the Village, by Ordinance No. 2018-13, adopted by the Council on December 3, 2018 and affirmed by Resolution No. 17-2019 (collectively, the "CRA Legislation"), designated the area specified in the CRA Legislation as the Commercial Point Community Reinvestment Area No. 1 (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on or about November 21, 2019, the Developer and the Village entered intothe CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described inExhibit A to the CRA Agreement); and

WHEREAS, Developer has acquired that certain real property located within the Village and the CRA, which is identified in the CRA Agreement as the Project Site; and

WHEREAS, the Developer intends to convey or has conveyed all or part of the Project Site (such transferred property, which is described in Exhibit B, may be referred to hereinafter as the "Transferred Property") to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the Developer to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the "Transfer Date"), and, as agreed in the CRA Agreement, the Village is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement; and

WHEREAS, this Agreement is being executed pursuant to Section 16 of the CRA Agreement which permits the partial transfer and/or partial assignment of the CRA Agreement through an "Assignment and Assumption Agreement in substantially one of the forms attached" thereto (see CRA Agreement at Exhibit C.l and Exhibit C.2).

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

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

2. The Village acknowledges through the Transfer Date that the CRA Agreement is·in full force and effect, confirms that the Developer has complied with the CRA Agreement with regard to the Transferred Property, and releases the Developer from liability for any defaultsoccurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies, as required by R.C. Section 3735.671(E), that (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately respective meanings as prescribed in RC. Section 3735.67l(E).prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i) of this Section 3. As used in this paragraph, the terms "successor" and "related member" have the

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

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

c/o VanTrust Real Estate, LLC
Suite 300
775 Yard Street
Columbus, Ohio 43212
Attention: Andrew R. Weeks
andy.weeks@vantrustre.com

<u>With a copy to:</u>
Scott J. Ziance
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
sjziance@vorys.com

6. This Agreement may be executed by the parties hereto in one or more counterpartsor duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument.

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

THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO

By: Allan D. Goldhardt

Print Name: ALLAN D. GOLDHARDT

Title: MAYOR

By Ordinance No. 2019-15, dated October 21, 2019
Verified and Certified: Wendy Hastings
Fiscal Officer

APPROVED AS TO FORM:

Jesse J. Sharp, on behalf of
Eugene L. Hollins, Frost Brown Todd LLC
Village Solicitor

DEVELOPER

K-NOVA LLC, an Ohio limited liability company

By:

Print Name: William F. Scal

Title: Authorized Agent

SUCCESSOR

COI RICKENBACKER INDUSTRIAL LAND, LLC,
an Ohio limited liability company

By:

Print Name: David Harrison

Title: Manager

ACKNOWLEDGMENT OF DEVELOPER

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

K-NOVA LLC, an Ohio limited liability company

By: _____

Print Name: William F. Scala

Title: Authorized Agent

EXHIBIT C

TRANSFERRED PROPERTY

Description of the Transferred Property

Situated in the State of Ohio, County of Pickaway, and in the Village of Commercial Point:

Being Lot Number Two (2), in RICKENBACKER EXCHANGE, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 63, Recorder's Office, Pickaway County, Ohio.