TUESDAY, MAY 26, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, May 26, 2026, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. Marc Rogols, County Administrator, was also in attendance.

In the Matter of
Minutes Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from May 19, 2026, with corrections.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Bills Approved for Payment:

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

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated May 19, 2026, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of **$235,144.67** the County Treasurer to satisfy the same.

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

Attest: Brandy Stewart, Clerk

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

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

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed, and their respective vouchers shall be cross-referenced to the approving pages dated May 19, 2026, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of **$1,936.00**on the County Treasurer to satisfy the same.

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

Attest: Brandy Stewart, Clerk

TUESDAY, MAY 26, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Supplemental Appropriation Approved:

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

$100,000.00 – 1001.101.30.540100 – Countywide Contract Services – Commissioner

$2,000.00 – 2035.132.32.520300 – 911 Insurance – Commissioner

$121,992.00 – 4001.100.40.553030 – Unplanned Capital Improvement - Commissioner

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

Attest: Brandy Stewart, Clerk

In the Matter of
Report Provided by Tim McGinnis:

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

- Planning Commission: June 9th Agenda
  - Scioto Township Rezoning Application – AG to R1
- Outstanding Plats:
  - Park 762
- Lot Splits:
  - Approved 4 lot splits in the last week, 8 open applications currently.
- CDBG
  - Advance of $3,886.20 CDBG 2019
  - Circleville CI Grant – Change Order # 2 - $111,383.64
- County Land Use Plan

In the Matter of
Report Provided by Robert Adkins:

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

- 4th District Court of Appeals – Judge Hess informed me that he met with the other Judges, and they together have decided they would prefer to remove from the County Network due to their incompatibility with the county security measures. They were to meet with Summit IT Solutions out of Akron, OH on Wednesday to discuss a timeline for their removal from the network. After their meeting I received an email from Tasha introducing me to the project lead from Summit IT Solutions. I'm asking them for a full departure from our network so there is no blurred lines of responsibility for their support.
- PCLandBank.net – Configuring users for access to email. John Howley will be completed today.
- Palo Alto install – Continuing to work with Mark – Scheduled calls twice weekly
- Duo Licensing – Meeting was held last Friday to discuss needed changes. New quote to come soon.
- ID Networks meeting – Testing of data will be available within the next few weeks.
- We need Entra ID P2 licensing to configure Conditional Access within the O365 Entra portal. Document handout explains the threat and the reason the license is needed.
- (2) Laptops have been configured for the Coroner Office and ready for pickup. Now setting up desktops and laptops for the Prosecutors office.

- Explained browser threat uncovered requiring the need to maintain governance over Microsoft Edge and any other browser. Getting quote for – Microsoft Edge for Business or some other approach to addressing the threat.
- Insight Quote for Entra ID P2 – Asking for permission to make this purchase.
- Copy of Cyber Security Plan presented for Signature

In the Matter of
Report Provided by Tiffany Nash:

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

- Approvals
  - ➢ None
- This Week
  - ➢ Pickaway County Healthcare Coalition – 5/27
  - ➢ OEMA Field Operations Liaison Retirement – 5/27
  - ➢ Police Chiefs Meeting - 5/28
  - ➢ Extreme Weather Workgroup – 5/28
  - ➢ Circleville School Exercise After Action Meeting – 5/29
- Next Week
  - ➢ Family Assistance Center & Reunification Class @ Fairfield EMA (TIFF) – 6/1
  - ➢ Pickaway County NG911 Readiness Call – 6/1
  - ➢ Commissioners & Run Cards – 6/2
  - ➢ Lithium Ion & Solar Farm Class @ Scioto Twp – 6/3
- Programs
  - ➢ EMA Operations
    - ▪ Office rebranding (due to multiple logos)
    - ▪ Public Questions on tornado sirens (see attached correspondence)
    - ▪ Working on cash requests for the EMPG grant
    - ▪ Reporting information for critical infrastructure & 911 addressing
  - ➢ 911 Coordinator
    - ▪ OAC 5507 effective as of May 25, 2026
      - o Increased continuing education hours for dispatchers (from 8 to 12)
      - o Quality Assurance and Quality Improvement requirements including annual reporting of Emergency Medical Dispatch (EMD) calls
  - ➢ LEPC
    - ▪ No new information
  - ➢ Radio Programming –
    - ▪ No new information
  - ➢ Drone Program
    - ▪ No new information
  - ➢ CERT
    - ▪ No new information

In the Matter of
Report Provided by Angela Karr:

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

- There were one (2) BWC claims (2026 = 6) and No (0) unemployment claims filed for the week (2026 = 1).
- Gov Deals –
  - ➢ PCSO provided information to post the two old Harley Davidson Motorcycles for sale. No Update Waiting for information on old covert cars being sold. Donation to Airport to replace van.
- Health Insurance –
  - ➢ Health & Safety Committee meeting this Thursday
- Personnel –
  - ➢ One (1) new hire packet has been handed out this week (Adult Probation), and a total of 38 in 2026.

- Job openings –
  - P/T Custodian – Posted
  - F/T Custodian – Posted – Two Applicants
  - Maintenance Worker – Posted
- Building Department – No update
- Miscellaneous –
  - Doug Burns – Concerns with trucks parked at Phoenix Cargo (South Central Power Office located at Chickasaw and Tarlton Road). Trucks are being parked on the road and causing issues with drivers.
  - Clock has been removed from tower at Service Center. The new county logo is now in place. Maintenance is working on getting color changing lights installed.

In the Matter of
Executive Session:

At 8:42 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (3) pending or imminent court actions; with Marc Rogols, County Administrator, Angela Karr, County Deputy Administrator, and Brandy Stewart, Clerk in attendance.

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

Attest: Brandy Stewart, Clerk

- Mrs. Stewart left the session at 8:42 a.m.

At 8:53 a.m., the Commissioners exited Executive Session and Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Attest: Brandy Stewart, Clerk

No Action taken.

In the Matter of
Authorizing Commissioner Wippel
To Sign Quote for Village of Tarlton PY2024
Allocation Community Development Block Grant:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to authorize Commissioner Wippel to sign Quote from MDSolutions, Inc. The Quote is for 2.5” Corner Bolt Medium5/16” – 18 fits 2 ¼” Square Anchors, Flange Nut 5/16” – 18 for Corner Bolts, and 3/8” Drive Rivet Aluminum for the Village of Tarlton PY2024 Allocation Community Development Block Grant in the amount of $223.00.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Community Development Block Grant
City of Circleville Utility Improvements
For Walnut Street Change Order No. 2:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve Change Order No.2 for the Community Development Block Grant, City of Circleville Utility Improvements for Walnut Street. The request is to increase the contract amount $ 111,383.64. The following changes include:

- Change from 12-IN to 8-IN DI Pipe at the connections to existing water mains – Paid for by WSRLA loan
- Change from 24-IN CPP Storm Pipe to 21-IN SDR 35 PVC Storm Pipe from STA. 13+65 to STA. 19+13 - Paid for Owner
- Addition of a 6-IN Insertion Valve – Paid for by WSRLA loan
- Addition of a 6-IN Line Stop – Paid for by WSRLA loan
- Vertical Adjustment of Storm Sewer between STMH A-1 and STMH A-4 and CI A-2 and CI A-3, respectively – Paid for by Owner
- Connection to an existing clay storm sewer – Paid for by Owner

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

Attest: Brandy Stewart, Clerk ____________________________

In the Matter of
Koorsen Fire & Security Quote
For Pickaway County Fairground:

Mr. Rogols presented a quote to replace the accelerator for the main dry system in the horse barn area due to activation/operation issues, and to replace the air maintenance device for the main dry system in the horse barn area due to activation/operation issues from Koorsen Fire & Security. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve authorizing County Administrator Marc Rogols to sign the quote for $6,116.25.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Koorsen Fire & Security Quote
For Pickaway County Fairground:

Mr. Rogols presented a quote for a full rebuild and test the 6” Ames 3000SS fire main device in the hot box for the horse barn, replace the ¾” Watts LF919QT domestic device that failed testing, and to install 1” pipe around all threat supports for all (3) ¾” domestic devices from Koorsen Fire & Security. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve authorizing County Administrator Marc Rogols to sign the quote for $4,748.83.

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

Attest: Brandy Stewart, Clerk

In the Matter of the
Insight Public Sector, Inc.
Quote for Pickaway County IT Department:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the quote received from Insight Public Sector, Inc. for the purchase of Microsoft Entra ID P2 License. Total quote in the amount of $30,401.70.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Report Provided by Sheriff Hafey:

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

- Received 2 week notice from two (2) Road Deputies
- Range week this week. Certifying new weapons this week.
- Following up about a replacement for car 5. Going to follow up with Chief Brown.

In the Matter of
Pickaway County Application
For Tax Abatement:

Commissioner Gary Scherer offered the motion upon the approval from Pickaway County Prosecutor as-to-form, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No. PC-052626-25

Pickaway County
Application for Tax Abatement

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the Pickaway County Board of Commissioners and Core5 Industrial Partners LLC.

1. Real Property Owner and contact:

Core5 Industrial Partners LLC	Douglas A. Armbruster, Assistant Secretary
Enterprise Name	Contact Person

747 Buttermilk Pike, Suite 100, Crescent Springs, KY 41017
1230 Peachtree St NE, Suite 1000, Atlanta, GA 30309
Address

859-287-3707	darmbruster@c5ip.com
Telephone Number	Email

2. Project Name: Airbase Rd Land

   Project Address: NE corner of Airbase Rd and Rickenbacker Parkway (see attached site map)

   Parcels: F1600010005602, F1600010005603, F1600010005601, F1600010000600, F1600010005600, F1600010005700

3. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site. Construction of class-A industrial facilities for warehouse/distribution and manufacturing.

Primary 6 digit North American Industry Classification System (NAICS) # 49311

4. Enterprise's current employment level at the proposed project site: 0

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

   a. 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:
   b. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees): 0

   c. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A
   d. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A

6. 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).

7. Project Description: Core5 Industrial Partners LLC plans to construct new class-A industrial speculative buildings on the site that will be marketed to advanced manufacturers, e-fulfillment center companies, and warehouse/distribution center companies. Core5 has a history of successful speculative industrial projects across the region. Through well thought-out site designs and building layouts, Core5 has been successful in marketing to best-in-class tenants including both manufacturing and fulfillment/distribution users. See two examples of successful manufacturing users below:
   a. C5 75/71 NKY Logistics Center – Core5 developed a speculative 772ksf facility that was leased 100% to Diversey for manufacturing of cleaning and hygiene products. The building was expanded by 2 bays to 840ksf to incorporate liquid storage and process piping.
   b. Project Steam – C5 Elsmere, KY– prior to developing any speculative buildings, Core5 was able to reach an agreement directly with an undisclosed client to sell 41 acres of a 93 acre tract owned by Core5 in Northern Kentucky. The user is constructing a 280ksf specialized food grade manufacturing facility.

8. Project scheduled start and completion dates: The commencement of construction of the Project is scheduled to begin in 2026, but in any event Project completion is expected to occur by December 31, 2035.

9. Estimate the number of new employees, payroll and timeframe the property owner will cause to be created at the facility that is the project site. Core5 Industrial Partners anticipates the construction of four (4) new buildings on the project site with the following size, capital investment, and estimated new employees and payroll per building.

   a. Building 1 ("Building 1"), will consist of an industrial building of approximately 627,000 square feet and a total investment of $34,485,000. the Developer currently estimates to be located in that Building, in calendar year 2029 and thereafter, 125 full time equivalent employees, with at least $6,250,000 in annual payroll at the Project.
   b. Building 2 ("Building 2") will consist of an industrial building of approximately 652,200 square feet and a total investment of $35,871,000. The Developer currently

estimates to be located in that Building, in calendar year 2030, and thereafter, 130 full time equivalent employees, with at least $6,500,000 in annual payroll at the Project.

c. Building 3 ("Building 3"), will consist of an industrial building of approximately 1,174,200 square feet and a total investment of $64,581,000. The Developer currently estimates to be located in that Building, in calendar year 2031 and thereafter, 235 full time equivalent employees, with at least $11,750,000 in annual payroll at the Project.

d. Building 4 ("Building 4") will consist of an industrial building of approximately 232,600 square feet and a total investment of $12,793,000. The Developer currently estimates to be located in that Building, in calendar year 2032 and thereafter, 47 full time equivalent employees, with at least $2,350,000 in annual payroll at the Project.

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

a.	Acquisition of Buildings:	$
b.	Additions/New Construction:	$147,730,000
c.	Improvements to existing buildings:	$
d.	Machinery & Equipment:	$
e.	Furniture & Fixtures:	$
f.	Inventory:	$
g.	Total New Project Investment:	$ 147,730,000

11. Amount and term of Desired Exemption 100% for 15 years

a. Business's reasons for requesting tax incentives. Tax abatement is required in order for Core5 Industrial Partners LLC to compete for new jobs and payroll with like sites and buildings in Madison Township, Harrison Township, Village of Commercial Point, Village of West Jefferson, Madison County, Etna Township, Licking County, and the Rickenbacker area. Core5 will be unable to do the project without having tax abatement in place. The appeal of continuing to invest in Pickaway County to Core5 is the business- friendly tax environment through the strategic use of property tax abatements. 100% abatements create a unique competitive advantage to the area as compared to other markets that are not able to abate the full value of incremental improvements. For instance, many other Ohio municipalities are limited to 75% enterprise zones, while competing surrounding states such as Indiana, Michigan and Pennsylvania do not typically abate real property at a 100% rate. Additionally, the 100% tax abatement will provide the company and its tenants savings to combat market forces that are driving up lease rates as a result of higher interest rates and construction costs, including increased materials prices and higher construction labor prices driven by construction labor shortages.

As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

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

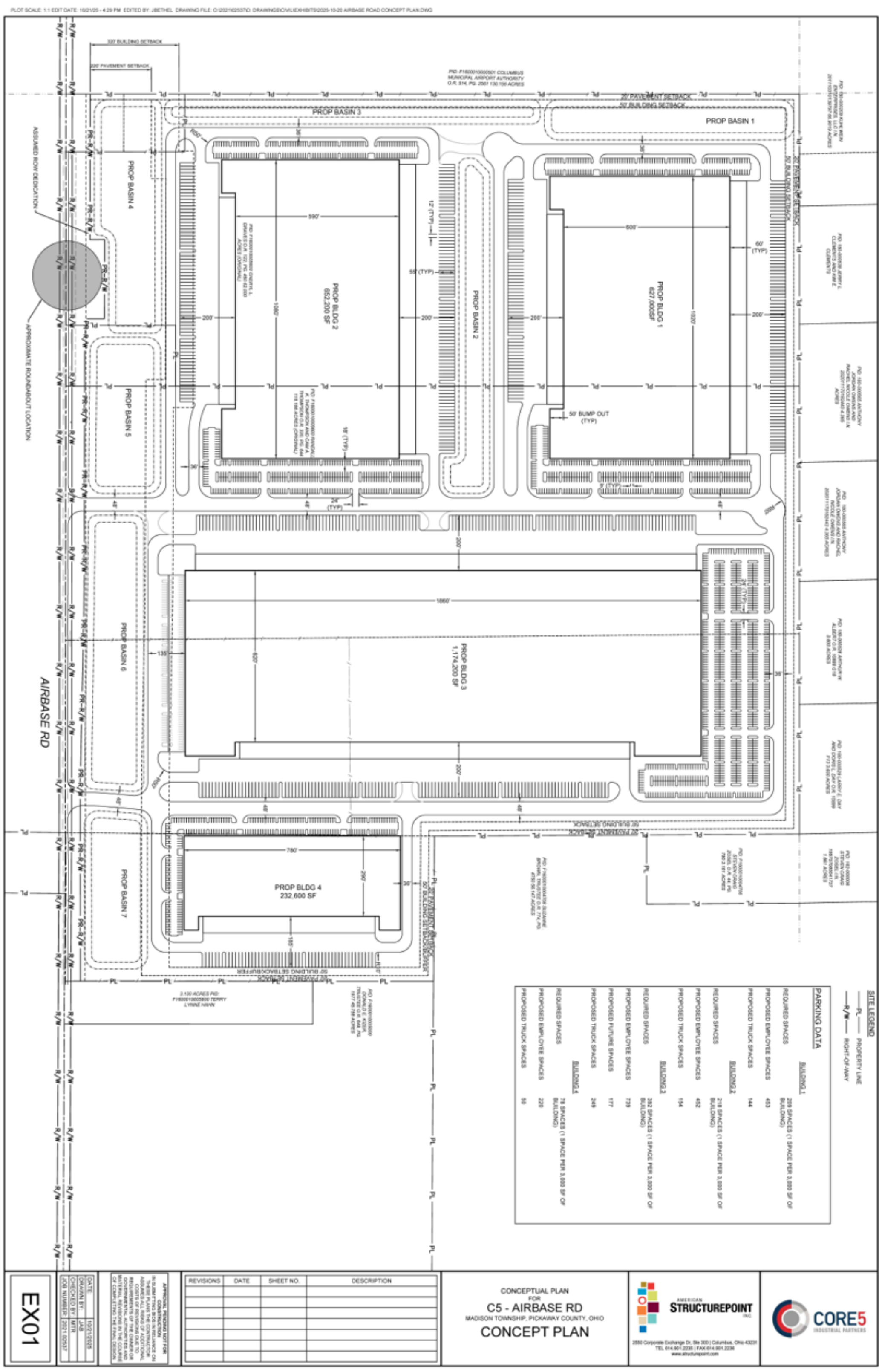
CORE5 INDUSTRIAL PARTNERS LLC
Name of Property Owner

2/27/2026
Date

Douglas A. Armbruster, Assistant Secretary

Signature   Typed Name and Title

Exhibit A
Site Map



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

Attest: Brandy Stewart, Clerk

TUESDAY, MAY 26, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

Commissioner Gary Scherer offered the motion upon the approval from Pickaway County Prosecutor as-to-form, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No. PC-052626-26

PICKAWAY COUNTY
NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT

This COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of this 26th day of May, 2026 (the "Execution Date") by and between the COUNTY OF PICKAWAY, OHIO (the "County"), a county and political subdivision in and of the State of Ohio (the "State") and duly organized and validly existing under the constitution and laws of the State, on the one hand, and C5 GLOBAL CONNECT, LLC, a Delaware limited liability company ("Developer"), on the other hand.

WITNESSETH:

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on "Exhibit A-II" attached hereto, comprised of the approximately 7,250 acres of land it designated as the "Pickaway County Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") by a resolution adopted July 10, 2006, pursuant to Section 3735.66 of the Ohio Revised Code; and

WHEREAS, the County by Resolution No. PC-070523-73, adopted on July 5, 2023, and as updated by Resolution No. PC-0522626-26, adopted May 26, 2026 has adopted a tax incentive policy for the Northern Industrial CRA (the "NICRA Policy") outlining the available incentives available to projects undertaken within the Northern Industrial CRA, as further described in "Exhibit B" attached hereto, incorporated by reference; and

WHEREAS, as of the Effective Date (defined herein) Developer is the owner of the parcels of land within the Northern Industrial CRA, all of which consists of the approximately 178.698 acres of land located within the Northern Industrial CRA and depicted on "Exhibit A-I" attached hereto (the "Project Site"); and

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

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

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

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

WHEREAS, the Housing Officer under Section 3735.67 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the Board of Commissioners of the County on the basis that Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Northern Industrial CRA and improve the economic climate of the County; and

WHEREAS, the Project Site has been petitioned by the Developer to be included in the Madison Township Joint Economic Development District (the "JEDD"), and Developer and the JEDD have entered into or intend to enter into a reimbursement agreement (the "Reimbursement Agreement"); and

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

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

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

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

WHEREAS, the School District, pursuant to Resolution No. 159-26, adopted on April 27, 2026, has (i) approved the terms of this Agreement, (ii) approved the terms of, and authorized the execution of, the School District Compensation Agreement, and (iii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the JVSD, pursuant to Resolution No. 041L-26, adopted on May 20, 2026, has (i) approved the terms of, and authorized execution of, the JVSD Compensation Agreement, and (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. PC-052626-25, adopted May 26, 2026, has approved the terms of this Agreement and authorized its execution on behalf of the County.

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

<u>Section 1. Good Faith Estimates of Project Costs</u>. The Developer is planning to construct four industrial buildings providing for as follows:

1. Building 1 ("Building 1"), will consist of an industrial building of approximately 627,000 square feet and a total investment of $34,485,000.

2. Building 2 ("Building 2") will consist of an industrial building of approximately 652,200 square feet and a total investment of $35,871,000.

3. Building 3 ("Building 3"), will consist of an industrial building of approximately 1,174,200 square feet and a total investment of $64,581,000.

4. Building 4 ("Building 4") will consist of an industrial building of approximately 232,600 square feet and a total investment of $12,793,000.

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

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

1. For Building 1 only, the Developer currently estimates in calendar year 2029 and thereafter, 125 full-time equivalent employees, with at least $6,250,000 in annual payroll located at Building 1.

2. For Building 2 only, the Developer currently estimates in calendar year 2030, and thereafter, 130 full-time equivalent employees, with at least $6,500,000 in annual payroll located at Building 2.

3. For Building 3 only, the Developer currently estimates in calendar year 2031 and thereafter, 235 full-time equivalent employees, with at least $11,750,000 in annual payroll located at Building 3.

4. For Building 4 only, the Developer currently estimates in calendar year 2032 and thereafter, 47 full-time equivalent employees, with at least $2,550,000 in annual payroll located at Building 4.

As of the Effective Date (defined herein), Developer has zero (0) full-time equivalent permanent employees at the Project. Therefore, the Developer is not expected to retain any employee positions due to the construction of the Project. The estimates provided in this Section 2 are good faith estimates pursuant to Section 3735.671(B) of the Ohio Revised Code, except as defined in Section 8 herein. In the event that Developer conveys or leases a Parcel to an Owner which will be used for a purpose that is not eligible for a CRA Exemption, or with respect to which such Owner will not seek a CRA Exemption under this Agreement, the total estimated new payroll for the Project in this Section 2 shall be proportionately reduced based on the number of acres in the Parcel that will not be subject to a CRA Exemption bears to the total remaining acreage at the Project Site that is subject to a CRA Exemption or remains eligible for a CRA Exemption under this Agreement. For example, if Developer conveys or leases a Parcel of 68 acres to an Owner which will be used for a purpose that is not eligible for a CRA Exemption, or with respect to which such Owner will not seek a CRA Exemption under this Agreement, and 110 acres of the Project Site remain subject to a CRA Exemption or eligible for a CRA Exemption under this Agreement, the total estimated new payroll for the Project will be reduced by thirty-eight and two-tenths (38.2) percent.

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

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

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

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

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

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

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

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

Section 5. Obligation of Owner. The Owner of each Building shall pay or cause to be paid such real property taxes as are not exempt under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Owner of a Building fails to pay such taxes or file such returns and reports, the exemption from taxation granted under this Agreement with respect to such Building is rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty (30) days after written notice thereof is received by the Owner of the Building.

Section 6. Obligations of County. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with that exemption.

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

Section 8. Events of Default and Remedies.

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

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

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

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

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

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

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

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

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

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

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

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

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

Developer and any Owner agree that the payroll estimates outlined in Section 2 herein are estimates in good faith, the substantial completion of which is a material obligation of each Owner of a Building within the Project Site. Developer and any Owner agree that the Project Site shall be capable of producing no less than a total payroll of $18,000,000 (i.e., less than two-thirds of Developer's good faith estimate for payroll). Developer agrees on behalf of any Owner, that if, by December 31, 2040, (i) the total payroll is less than $18,000,000, or (ii) the remaining acreage of the Project Site, when aggregated with the development of Buildings already developed or in the process of development, would not be reasonably likely to achieve at least $18,000,000 in payroll based on the equivalent of 1 job per 5,000 square feet and $50,000 per job annual payroll metrics outlined in Section 2, as reasonably determined by the County, the County shall reduce the CRA Exemption percentage available to any Building constructed after December 31, 2040 on any Parcel or portions of any Parcel within the remaining Project Site not then subject to an executed Assumption Agreement with an Owner unrelated or unaffiliated with Developer. The County shall reduce the CRA Exemptions available for such future Buildings as it may determine in its sole discretion. In the event that Developer conveys or leases a Parcel to an Owner which will be used for a purpose that is not eligible for a CRA Exemption, or with respect to which such Owner will not seek a CRA Exemption under this Agreement, the payroll target of $18,000,0000 in this Section 8(D) shall be proportionately reduced based on the number of acres in the Parcel that will not be subject to a CRA Exemption bears to the total remaining acreage at the Project Site that is subject to a CRA Exemption or remains eligible for a CRA Exemption under this Agreement.

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

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

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

Section 9. Tax Certification. Developer hereby certifies for itself that at the time this Agreement is executed, that it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, Developer is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. 101, et seq., or such a petition has been filed against Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 10. Delinquent Tax, Fees and Environmental Certification. Developer affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 11. Legislative Approval Required; Effective Date. Developer and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to be executed as of the Execution Date. Additionally, this Agreement shall not take effect until the date that Developer provides the County with written notice that Developer owns each Parcel within the Project Site (the "Effective Date") along with the associated land records identifying Developer's ownership. The County was provided written notice by Developer on May 26, 2026, that Developer owns the entirety of the Parcels within the Project Site and May 26, 2026, is the Effective Date of this Agreement.

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

Section 13. Agreement Revocation. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of such Building, any successor to such Owner or any related member (as those terms are defined in division (C) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (C) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of CRA Exemption under Section 8 or this Section 13 shall have no effect on the CRA Exemption granted under this Agreement for any other Building in the Project.

Section 14. Affirmative Covenants. Developer affirmatively covenants that it has made no false statements to the State or the County or any other local political subdivisions in the process of obtaining approval of the Northern Industrial CRA incentives for the Project. If any representative of Developer has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, Developer shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D) of the Ohio Revised Code, which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

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

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

Section 17. Local Fees and Dues.

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

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

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

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

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

If to Developer:	C5 Global Connect, LLC 1230 Peachtree Street NE Suite 1000 Atlanta, GA 30309 Attn: Bobby Marston, General Counsel Doug Armbruster, Assistant Secretary
With a Copy To:	Montrose Law Firm, LLC 100 E Broad St., Suite 2320 Columbus, OH 43215 Attn: David J. Robinson
To the County:	Pickaway County Planning & Development

139 W. Franklin St.
Circleville, OH 43113
Attn: Tim McGinnis, Director

With a Copy To: J. Caleb Bell, Esq.
Bricker Graydon LLP
100 S. Third St.
Columbus, OH 43215

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

Section 20. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

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

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

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

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

Section 25. Cross Default. This Agreement is being considered alongside several other agreements between the County and the Developer, as well as between the Developer and the School District and the County and the JEDD, including the School District Compensation Agreement, the JVSD Compensation Agreement, the Reimbursement Agreement, and the TIF Agreement (the “Core5 Agreements”). Additionally, a material breach of any of the Core5 Agreements shall be considered a default under this Agreement.

[Signatures follow]

IN WITNESS WHEREOF, the County and Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

EXHIBIT A-I

The Project Site is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010005602, F1600010005603, F1600010005601, F1600010000600, F1600010005600, and F1600010005700 as the same may be split, combined, recombined, or renumbered, from time-to-time. A depiction of the Project Site plan is attached below.

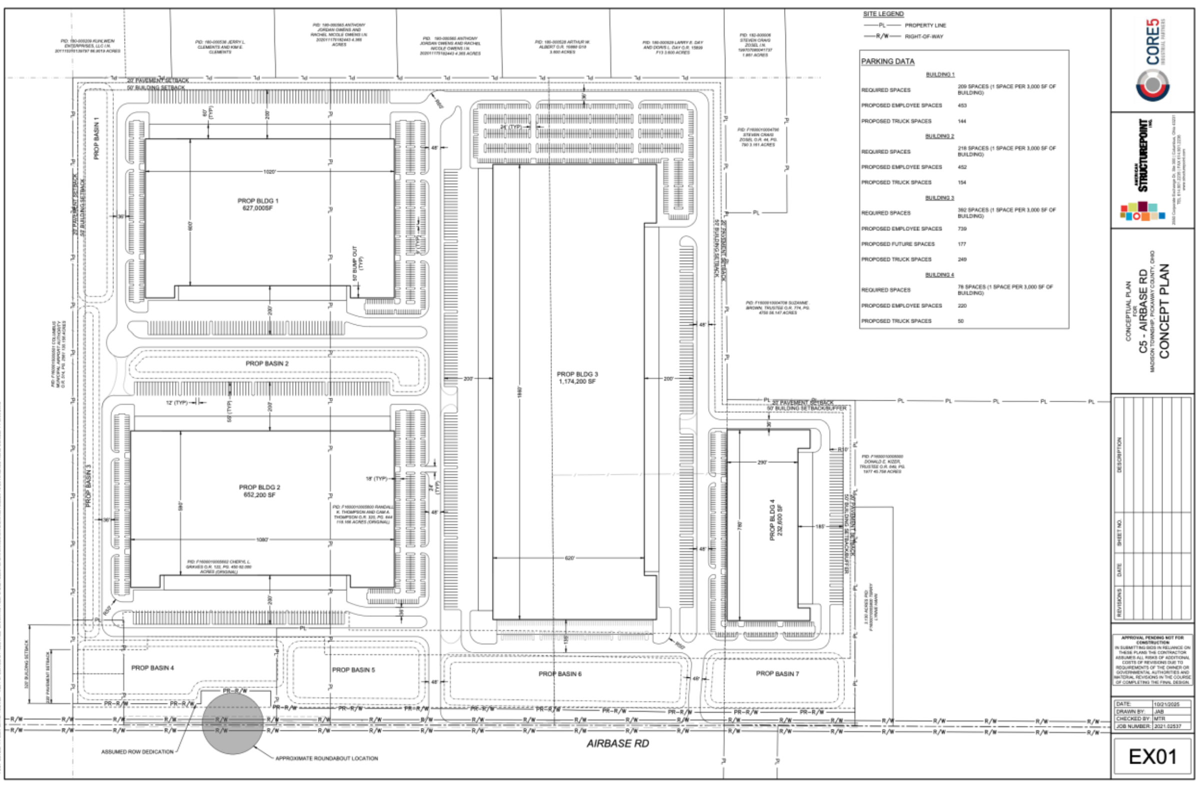


EXHIBIT A-II TO CRA AGREEMENT DEPICTION OF NORTHERN INDUSTRIAL CRA

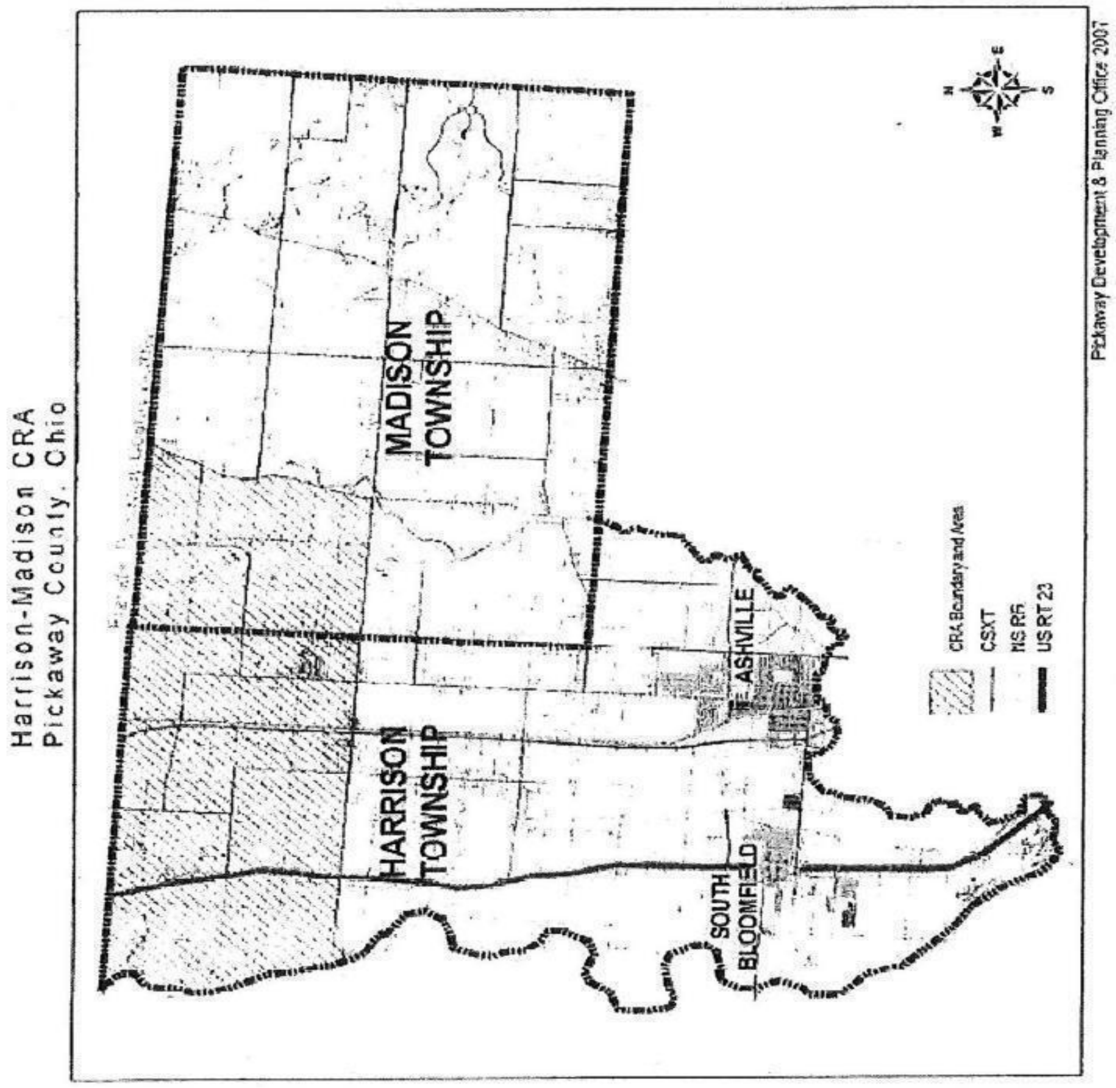


EXHIBIT B

NICRA INCENTIVE POLICY

[See Attached]

EXHIBIT C
FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

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

WITNESSETH THAT:

WHEREAS, [Assignor or, if different, Developer] and the County have entered into that certain Northern Industrial Area Community Reinvestment Act Agreement dated May 26, 2026 (as amended from time to time, the "Community Reinvestment Act Agreement") relating to CRA Exemptions that may be granted by the County with respect to Buildings to be constructed on approximately 178.698 acres of land located within Harrison Township, Ohio (the "Project Site"); and

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

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County has, by Resolution No. PC-052626-26 passed May 26, 2026, approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement and the execution and delivery of this Agreement; and

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

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

2. Assignee currently estimates there will be created at the Transferred Property by the year [20__] total new payroll of approximately $__________ upon full build-out of the Building on the Transferred Property. Such estimates evidence the Building's proportional contribution to the estimated payroll for the Project as set forth in Section 2 of the Community Reinvestment Act Agreement, provided that such number of jobs and payroll may be proportionally reduced as provided in Section 2 thereof. Notwithstanding the foregoing, Assignee will be responsible for the creation of at least $___________ in payroll which is the equivalent of 1 job per 5,000 square feet of space at an annual salary per job of at least $50,000 within three years of receiving the certificate of occupancy for the Building. As of the date of this Agreement, Assignee has no full-time equivalent permanent employees at the Project. Therefore, no employee positions are expected to be retained by Developer due to construction of the Building or Buildings on the Transferred Property. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671 (B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the CRA Exemption provided in the Community Reinvestment Act Agreement with respect to the Transferred Property, except as outlined in Section 8 of the Community Reinvestment Act Agreement.

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

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

Transferred Property. Assignee agrees to cooperate in the execution of any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

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

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

If to Assignee: [To be provided]

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

[Signature pages follow]

EXHIBIT A
TRANSFERRED PROPERTY

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

Attest: Brandy Stewart, Clerk

In the Matter of
A Resolution Approving The
Execution Of a Community Reinvestment
Area Agreement Between the County And
C5Global Connect, LLC; And Authorizing
Related Actions:

Commissioner Gary Scherer offered the motion upon the approval from Pickaway County Prosecutor as-to-form, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No. PC-052626-27

A RESOLUTION APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE COUNTY AND C5 GLOBAL CONNECT, LLC; AND AUTHORIZING RELATED ACTIONS

The Board of County Commissioners of the County of Pickaway, Ohio met in regular session on May 26, 2026, at 10:30 A.M. at the County Office Administration Building, 139 West Franklin St, Circleville, Ohio, with the following members present:

Mr. Jay H. Wippel
Mr. Harold Henson
Mr. Gary Scherer

Mr. Gary Scherer introduced the following resolution and moved its passage:

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

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

WHEREAS, effective August 28, 2006, the Director of Development of the State of Ohio determined that the Northern Industrial CRA contains the characteristics set forth in R.C. Section 3735.66 and certified said area as a "Community Reinvestment Area" under R.C. Section 3735.66; and

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

WHEREAS, C5 Global Connect, LLC (the "Developer") submitted to the County a CRA agreement application (the "Agreement Application") and has represented to the County that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and is therefore eligible for certain exemptions under the CRA Act and the NICRA Policy; and

WHEREAS, pursuant to this Resolution and the CRA Act, the County and the Developer desire to execute a Community Reinvestment Area Agreement (the "CRA Agreement") substantially in the form attached hereto as Exhibit A, incorporated herein by reference, in connection with the development of a +/- 178.698 acre site and the Developer intends to construct, or have constructed, a series of commercial and industrial facilities and related site improvements (the "Project," as further described in the CRA Agreement) on certain land that will be owned by the Developer as of the effective date of the CRA Agreement in the County (the "Project Site"), which Project Site is described in the CRA Agreement; and

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

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

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

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

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

Board's authorization of this Resolution and the execution of the CRA Agreement, in substantially the form attached to this Resolution as Exhibit D, incorporated herein by reference; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District, by its Resolution No. 159-26 adopted on April 27, 2026, has (i) approved the terms of the CRA Agreement, including the up to one hundred percent (100%) real property tax exemption for up to fifteen (15) years for new construction (ii) approved the terms of, and authorized the execution of, the School District Compensation Agreement, and (iii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Board of Education of the JVSD, by its Resolution No. 041L-26 adopted on May 20, 2026, has (i) approved the terms of, and authorized execution of, the JVSD Compensation Agreement, and (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; and

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

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

Section 1. This Board hereby:

(i) Approves the CRA Agreement between the County and the Developer, substantially in the form attached to this Resolution as Exhibit A.

(ii) Approves the School District Compensation Agreement between the County, the Developer, and the School District, substantially in the form attached to this Resolution as Exhibit C.

(iii) Approves the JVSD Compensation Agreement between the County, the Developer and the JVSD, substantially in the form attached to this Resolution as Exhibit D.

(iv) Authorizes the Board of Commissioners to execute the CRA Agreement, the School District Compensation Agreement, and the JVSD Compensation Agreement with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County as determined by the Commissioners executing such agreements on behalf of the County, all of which shall be evidenced conclusively by the execution of such agreements by the Board of Commissioners.

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

Section 3. It is hereby found and determined that all formal actions of this Board of Commissioners concerning and relating to the passage of this Resolution were taken in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

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

[Signature Page Immediately Follows]

EXHIBIT A TO COUNTY RESOLUTION

FORM OF CRA AGREEMENT

(See Attached)

EXHIBIT B TO COUNTY RESOLUTION

NICRA Tax Incentive Policy

(See Attached)

EXHIBIT C TO COUNTY RESOLUTION

Form of School District Compensation Agreement

(See Attached)
See Resolution PC-052626-30

EXHIBIT D TO COUNTY RESOLUTION

Form of JVSD Compensation Agreement

(See Attached)

See Resolution PC-052626-31

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

Attest: Brandy Stewart, Clerk

In the Matter of
A Resolution Declaring the Improvement
Of Certain Parcels in the Unincorporated
Township of Madison, County of Pickaway
to be a Public Purpose and Exempt From
Real Property Taxation for a Specified Period;
Designating Public Infrastructure Improvements
That Will Directly Benefit Such Parcels; Requiring
the Owners of Such Parcels To make Annual
Service Payments in Liew of Taxes; Establishing
the Core5 Redevelopment Tax Equivalent Fund;
Authorizing the Execution of a Tax Increment
Financing Agreement; Authorizing the Execution
of a School Compensation Agreement; and
Authorizing Related Actions Pursuant to Ohio
Revised Code Sections 5709.77 Through 5709.80:

Commissioner Gary Scherer offered the motion upon the approval from Pickaway County Prosecutor as-to-form, seconded by Commissioner Harold Henson, to adopt the following Resolution:

TUESDAY, MAY 26, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Resolution No. PC-052626-28

A RESOLUTION DECLARING THE IMPROVEMENT OF CERTAIN PARCELS IN THE UNINCORPORATED TOWNSHIP OF MADISON, COUNTY OF PICKAWAY TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION FOR A SPECIFIED PERIOD; DESIGNATING PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT WILL DIRECTLY BENEFIT SUCH PARCELS; REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING THE CORE5 REDEVELOPMENT TAX EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMEMNT FINANCING AGREEMENT; AUTHORIZING THE EXECUTION OF A SCHOOL COMPENSATION AGREEMENT; AND AUTHORIZING RELATED ACTIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.77 THROUGH 5709.80.

The Board of County Commissioners of the County of Pickaway, Ohio met in regular session on May 26, 2026, at 10:30 A.M. at the County Office Administration Building, 139 West Franklin St., Circleville, Ohio, with the following members present:

Mr. Jay H. Wippel
Mr. Harold Henson
Mr. Gary Scherer

Mr. Gary Scherer introduced the following resolution and moved its passage:

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

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

WHEREAS, there are plans in place for C5 Global Connect, LLC (the "Developer") to develop a portion of the Property by constructing, causing to be constructed, or have constructed, a series of commercial and industrial facilities and related site improvements (collectively, the "Project"); and

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

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

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

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

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

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

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

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

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

WHEREAS, The School District adopted Resolution No. 159-26 (1) approving the CRA Agreement (defined below), (2) approving the School Compensation Agreement, and, pursuant to the terms of the School Compensation Agreement, approved the terms of this Resolution, and (3) waiving all notices otherwise required by the Ohio Revised Code in connection with the passage and implementation of this Resolution at its April 27, 2026 board meeting pursuant to R.C. Sections 5709.80 and 5709.82(B); and

WHEREAS, The JVSD adopted Resolution No. 041L-26 approving the JVSD Compensation Agreement waiving all notices otherwise required by the Ohio Revised Code in connection with the passage and implementation of this Resolution at its May 20, 2026, board meeting pursuant to R.C. Sections 5709.80 and 5709.82(B); and

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

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

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

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

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

Section 2. Pursuant to and in accordance with the provisions of R.C. Section 5709.78, and, in particular, R.C. Section 5709.78(A), this Board hereby finds and determines that one hundred percent (100%) of the increase in the assessed value (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in R.C. Section 5709.77) of each Parcel (as it may be subdivided or combined in connection with the acquisition or development of a Parcel) after the effective date of this Resolution is hereby declared to be a public purpose and shall be exempt from taxation for a thirty (30) year period commencing with the earlier of the first day of (i) the tax year for which there is an Improvement with respect to a Parcel (as it may be subdivided or combined in connection with the acquisition of the Parcel by the Developer or its affiliates or otherwise) of at least $175,000 (i.e., an increase in true value of $500,000), or (ii) tax year 2041 (each a "Commencement Date"), and ending for each Parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. Under R.C. Section 5709.78(F), the exemption shall apply to the Improvement to each Parcel on a parcel-by-parcel basis. The Commencement Date for an Improvement may occur within a different tax year than the Commencement Date for an Improvement on any other Parcel, and the Improvement on each Parcel shall have a separate exemption term of thirty (30) years, commencing on its respective Commencement Date and ending on the date that is thirty (30) years after that Commencement Date or the date on which the County can no longer require annual service payments in lieu of taxes, in accordance with the TIF Statutes. In no case shall any Improvement on any Parcel be exempted from taxation for longer than thirty (30) years. In no case shall any Parcel subject to the exemption granted by this Resolution be included within an incentive district created or to be created by this Board under R.C. Section 5709.78(B) or any incentive district created or to be created under R.C. Section 5709.73(C). The exemption for each Improvement shall be subordinate to any exemption provided under the CRA Agreement, irrespective of who files the exemption application under R.C. Section under R.C. 5709.911.

Section 3. As provided in R.C. Section 5709.79, the current and future owners (each an "Owner," and collectively, the "Owners") of each Parcel of the Property are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments shall be deposited in the Core5 Redevelopment Tax Equivalent Fund (the "TIF Fund") established in Section 4 hereof. This Board hereby authorizes the Board President and other appropriate officers of the County, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary and incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments. The Service Payments shall be allocated and deposited in accordance with Sections 5 and 6 of this Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 13. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Mr. Harold Henson, seconded the motion and, after discussion, a roll call vote was taken and the results were:

EXHIBIT A to TIF RESOLUTION
IDENTIFICATION OF THE PROPERTY

The Project Site is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010005602, F1600010005603, F1600010005601, F1600010000600, F1600010005600, and F1600010005700 as the same may be split, combined, recombined, or renumbered, from time-to-time. A depiction of the Project Site plan is attached below.

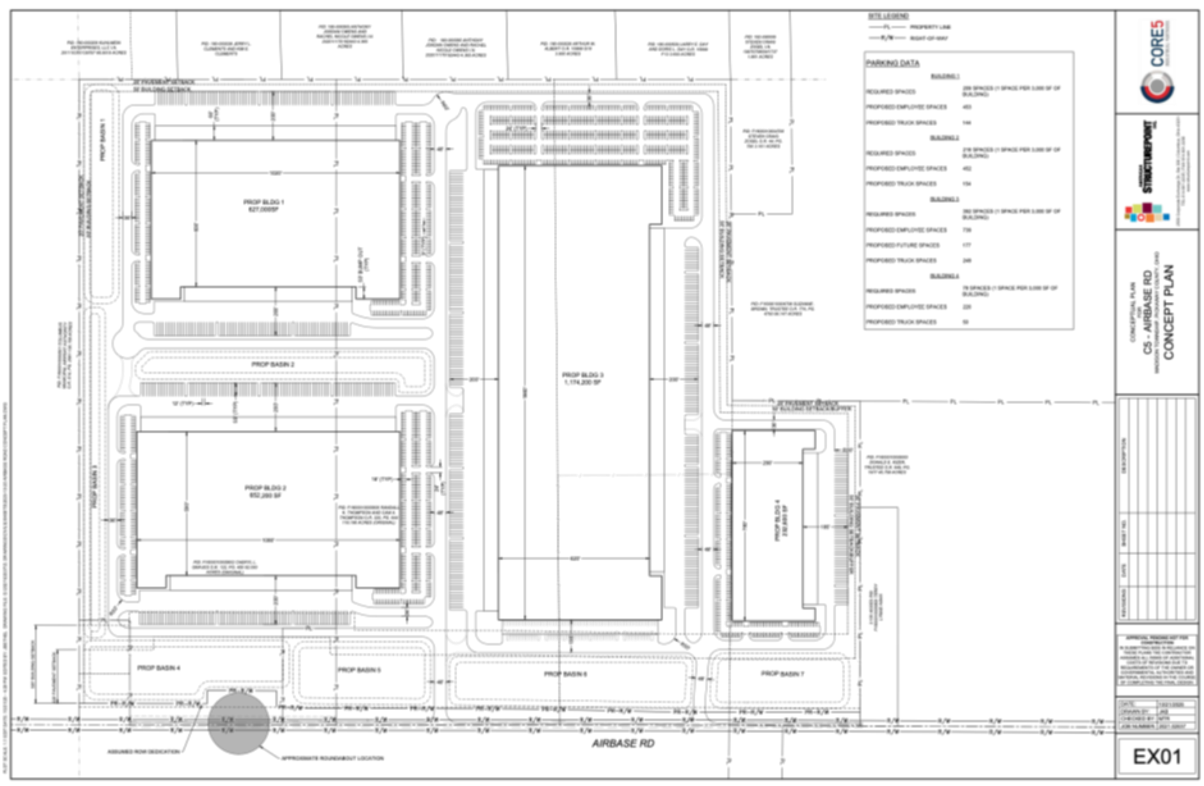


EXHIBIT B to TIF RESOLUTION

DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C to TIF RESOLUTION

TIF AGREEMENT

[See Attached]

See Resolution PC-052626-29

EXHIBIT D to TIF RESOLUTION

SCHOOL COMPENSATION AGREEMENT

[See Attached]

See Resolution PC-052626-30

EXHIBIT E to TIF RESOLUTION

JVSD COMPENSATION AGREEMENT

[See Attached]

See Resolution PC-052626-31

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

Attest: Brandy Stewart, Clerk

In the Matter of
Tax Increment Financing Agreement:

Commissioner Gary Scherer offered the motion upon the approval from Pickaway County Prosecutor as-to-form, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No. PC-052626-29

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this "Agreement") is made and entered into as of May 26, 2026 by and between the COUNTY OF PICKAWAY, OHIO (the "County"), a county duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "State"), on the one hand, and C5 GLOBAL CONNECT LLC, a Delaware limited liability company ("Developer"), on the other hand:

WITNESSETH:

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

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

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

WHEREAS, the County, by its Resolution passed May 26, 2026 (the "TIF Resolution"), has declared that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Resolution (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.77 of the Ohio Revised Code and the TIF Resolution) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined in connection with the acquisition or development of a Parcel) of at least $175,000 (i.e., an increase in true value of $500,000), or (ii) tax year 2041, and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.77, 5709.78, 5709.79, and 5709.80 of the Ohio Revised Code and the TIF Resolution (the "TIF Exemption"); and

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

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

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

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

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

Section 1. TIF Exemption and Agreements Related Thereto.

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

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

Section 2. Obligation to Make Service Payments.

A Service Payments. Developer, as the initial Owner, agrees for itself and each successive Owner to make the Service Payments due during its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, the provisions of Ohio law relating to real property tax collections, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until the expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Owners will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.79 of the Ohio Revised Code or this Agreement and (ii) to make Service Payments as to any portion of an Improvement for any period the Improvement or any portion thereof is subject to a CRA Exemption. The County agrees, and Developer, as the initial Owner, agrees for itself and each successive Owner, that the CORE5 Redevelopment Tax Equivalent Fund referred to in Section 3 of the TIF Resolution (the "TIF Fund") will receive all Service Payments made with respect to the Improvement to each Parcel that are payable to the County. Notwithstanding any other provision of this Agreement or the TIF Resolution, the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable to the Improvements under Sections 3735.65 through 3735.70 of the Ohio Revised Code.

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

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

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

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

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

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

From time to time after commencement of construction of the Public Infrastructure Improvements, Developer shall provide a certified statement to the County setting forth and providing reasonable evidence concerning the Costs of the Public Infrastructure Improvements (each a "Certified Statement", and collectively, the "Certified Statements"). Upon receipt of each Certified Statement, the County shall review the costs evidenced in the Certified Statement to determine whether each of the costs constitutes Costs of

Public Infrastructure Improvements eligible to be reimbursed out of the TIF Fund in accordance with this Agreement; provided, however, that any costs certified to the County for reimbursement shall not be eligible for reimbursement out of the TIF Fund until Developer has completed all construction or other work associated with such costs. Within fifteen (15) business days of the County's receipt of each Certified Statement, the County shall certify to Developer the portion of the Costs evidenced in the Certified Statement which has been approved by the County for reimbursement out of the TIF Fund pursuant to this Agreement. The County and Developer agree that if Developer seeks reimbursement of costs, the County shall reimburse such costs in the order that the requests were received based on the date the County receives the Certified Statement from Developer.

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

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

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

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

Section 7. Representations of the Parties. Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The County hereby represents that the TIF Resolution was passed by the Commissioners on May 26, 2026 and remains in full force and effect, that this Agreement is authorized by the TIF Resolution, and that the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The County further represents and warrants that it shall not take action which would result in a reduction in the period of the TIF Exemption, the percentage of the TIF Exemption, or the amount of Service Payments to be received and made available to pay the Costs of the Public Infrastructure Improvements unless such action shall be permitted by law and not inconsistent with the County's obligations under this Agreement.

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

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

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

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

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

As to the Developer:	c/o C5 Global Connect, LLC 1230 Peachtree Street NE, Suite 1000 Atlanta, GA 30309 Attn: General Counsel Email: bmarston@c5ip.com
With a Copy To:	c/o C5 Global Connect, LLC 747 Buttermilk Pike, Suite 100 Crescent Springs, KY 41017 Attn: Doug Armbruster Email: darmbruster@c5ip.com

With a Copy To:	Montrose Law Firm, LLC 100 E Broad St., Suite 2320 Columbus, OH 43215 Attn: David J. Robinson
To the County:	Pickaway County Planning & Development 139 W. Franklin St. Circleville, OH 43113 Attn: Tim McGinnis, Director
With a Copy To County's Legal Counsel:	J. Caleb Bell, Esq. Bricker Graydon LLP 100 S. Third St. Columbus, OH 43215
And, With a Copy To:	Pickaway Progress Partnership 1360 Lancaster Pike Suite 111 Circleville, Ohio 43113 Attn: Brian Hill, Economic Development Director

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

This Agreement and the benefits and obligations thereof are not assignable by Developer or any Owner without the express written approval of the County, in its sole discretion. Developer's rights to reimbursement for Costs of Public Infrastructure Improvements pursuant to Section 6 shall only accrue to C5 Global Connect, LLC, as Developer, for so long as C5 Global Connect, LLC remains the Developer. Notwithstanding any provision to the contrary, C5 Global Connect, LLC may, without the consent of the County, (i) assign its rights under this Agreement to an entity controlled by or under common control with the Developer, (ii) assign its rights under this Agreement for the purpose of obtaining financing (including any refinancing) for the Costs of the Public Infrastructure Improvements, (iii) designate an authorized designee to receive all or any portion of the Service Payments payable to the Developer pursuant to this Agreement, upon which designation such designee shall receive the portion of Service Payments specified by the Developer as if it was the Developer under this Agreement, and (iv) assign its right, title, and interest in and to this Agreement as security for the payment of all or any portion of the Service Payments payable to the Developer pursuant to this Agreement to a designee. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in one or more Parcels to another person or entity.

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

Section 15. Events of Default and Remedies.

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

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

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

(iii) Developer or any Owner is in default of any material obligation under the CRA Agreement beyond all applicable grace, notice and cure periods;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County and Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

FISCAL OFFICER'S CERTIFICATE

The County has no obligation to make payments pursuant to the foregoing Agreement except from Service Payments to be collected for deposit into the TIF Fund. Section [__] of Resolution [___] has appropriated those funds for expenditure in accordance with the foregoing Agreement. Accordingly, as fiscal officer for Pickaway County, I hereby certify that funds sufficient to meet the obligations of the County under the foregoing Agreement (including specifically the funds required to meet the obligation of the County in the year 2026), but in an amount not greater than those Service Payments actually received by the County, have been lawfully appropriated for the purposes thereof and are available in the treasury and/or upon implementation of the processes under Sections 5709.78, 5709.79 and 5709.80 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 et seq. of the Ohio Revised Code.

Dated: _________________, 2026 ___________________________________
County Auditor

EXHIBIT A

Site Plan and Description of Madison Township Land

The Property is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2026 as parcel numbers F1600010005602, F1600010005603, F1600010005601, F1600010000600, F1600010005600, and F1600010005700.

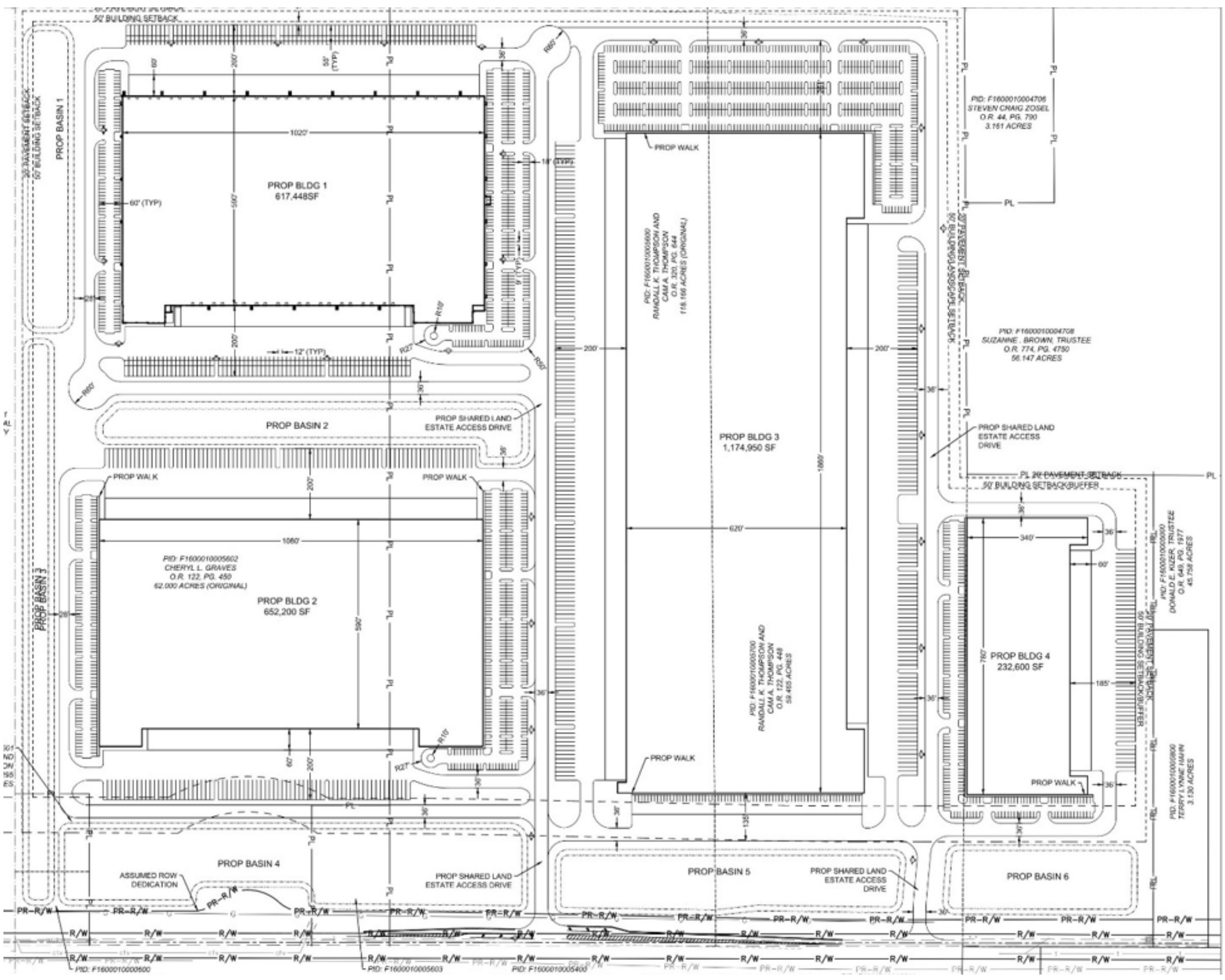


EXHIBIT B

REIMBURSABLE COSTS OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

Developer Maximum reimbursement amount not to exceed principal amount of $[__________].

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

Attest: Brandy Stewart, Clerk

In the Matter of
Madison Township Project
Compensation Agreement:

Commissioner Gary Scherer offered the motion upon the approval from Pickaway County Prosecutor as-to-form, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No. PC-052626-30

MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

THIS MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement"), made and entered into as of the 26 day of May, 2026 (the "Effective Date"), is made by and among C5 GLOBAL CONNECT, LLC a Delaware limited liability company (the "Developer") which is an indirect subsidiary of CORE5 INDUSTRIAL PARTNERS, LLC; the COUNTY OF PICKAWAY, OHIO, a county and political subdivision of the State of Ohio (the "County"); and the BOARD OF EDUCATION OF THE TEAYS VALLEY LOCAL SCHOOL DISTRICT, PICKAWAY COUNTY, OHIO, a school district and political subdivision of the State of Ohio ("Teays Valley" or the "School District").

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Developer, for itself as an Owner and for all future Owners, agrees that annually during the term of any CRA Exemption for each Building under the CRA Agreement in which the CRA Exemption is one hundred percent (100%), the Owner thereof shall pay to Teays Valley, semi-annually in accordance with Section 2B below, a payment in lieu of taxes ("PILOT Payment") equaling the greater of (i) 30% of the real property taxes Teays Valley would have received had the CRA Exemption not been in place for the applicable Building based on the value as determined by the County Auditor, as defined herein, or (ii) an amount equal to 30% of the amount of real property taxes Teays Valley would have received had the CRA Exemption not been in place for the applicable Building if the assessed value of such Building was based upon a market value of $55.00 per square foot for the Building (i.e., notwithstanding whether the actual value or the value determined by the Pickaway County Auditor (the "County Auditor") is lower than $55.00 per square foot, calculated in accordance with Section 2(A) below). If and when the applicable CRA Exemption adjusts to fifty percent (50%) for a use other than Manufacturing in accordance with the CRA Agreement, the applicable Owner shall no longer be required to pay any PILOT Payments for such Building. For example, if a PILOT Payment were to be made in calendar year 2026 for a CRA Exemption attributable to tax year 2025 for a 1,000,000 square foot building, the PILOT Payment would equal the greater of (a) 30% of the portion of real property taxes Teays Valley would have received had the CRA Exemption not been in place for the Building based on the value as determined by the County Auditor or (b) $158,889.31 annually (1,000,000 X $55 X 35% X . 0275133 X 30%) (Square Feet X $55 X Assessed Value Percentage X Teays Valley Effective Commercial Millage Rate for tax year 2025 X 30%). In addition to the PILOT Payments, on the Effective Date, Developer shall be obligated to make to Teays Valley (1) a one-time, up-front payment of $225,000, to be paid out over a five-year period, in increments of $45,000, the first payment being made within 30 days of the Effective Date, subsequent payments being made by June 1 of each proceeding year until the final payment on June 1, 2030, and (2) a one-time payment not to exceed $30,000 to apply to legal and other fees related to the negotiation of the Agreement. Furthermore, the Developer will make a one-time upfront payment to the School District in connection with the Project as specified in the table below. The total of these payments shall equal $600,000. Each payment shall be due and payable no later than thirty (30) days after the award of a certificate of occupancy for such Building, in the increments identified below. In the event that the square footage of any Building is more than ten percent (10%) greater than the amounts estimated above, the fee identified below will be increased proportionally (i.e., if Building 4 is 255,860 square feet, the payment due will be $57,052.60).

Building 1	$139,810
Building 2	$146,499
Building 3	$261,825

Building 4	$51,866

C. For avoidance of doubt, it is contemplated that the County and Developer will enter into a separate compensation agreement with the Board of Education of the Eastland-Fairfield Career & Technical Schools, a school district and political subdivision of the State of Ohio ("Eastland-Fairfield") pursuant to which Eastland-Fairfield will be paid comparable compensation to that received by Teays Valley based on the Eastland-Fairfield's effective commercial millage compared to Teays Valley's effective commercial millage for the relevant tax year. For tax year 2024, for example, amounts received by Eastland-Fairfield would be 7.07% of what Teays Valley receives.

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

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

Section 2. Payment of Compensation Payments to Teays Valley.

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

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

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

D. The County shall cause to be paid Annual School District TIF Compensation to the School District for each Exemption Year during the Term, solely from the Service Payments deposited into the TIF Fund. The Annual School District TIF Compensation shall be paid in two (2) semi-annual installments during the Payment Year applicable to each Exemption Year during the Term. Each such semi-annual installment shall be paid to the School District no later than thirty (30) days after the semi-annual settlement by the County

Treasurer pursuant to which Service Payments are deposited into the TIF Fund in each Payment Year during the Term. As used in this subsection (D), capitalized terms have the following meanings:

> "Annual School District TIF Compensation" means, for each Exemption Year, an annual amount equal to 100% of the real property taxes that the School District would have been paid attributable to the Improvement to each Parcel if that Improvement had not been exempt from taxation pursuant to the TIF Resolution.
>
> "County Treasurer" means the Treasurer for Pickaway County, Ohio.
>
> "Exemption Year" means each tax year for which a TIF Exemption is provided for any Parcel of the Property pursuant to the TIF Resolution.
>
> "Payment Year" means the calendar year immediately following each Exemption Year and is the year in which Service Payments for such Exemption Year are distributed.
>
> "Term" means the period of time that commences on January 1 of the first Exemption Year and ends on December 31 of the last Payment Year.
>
> "TIF Fund" means, the public improvement tax equivalent fund established in the TIF Resolution.

Section 3. Community Payments. In furtherance of Developer's commitment to support the students, parents, and Teays Valley buildings in the vicinity of the Project, Developer shall make, or cause the Owners to make, an annual payment of $10,000 for a term of 15 years to the Ashville Food Pantry (the "Community Contribution"), commencing on or before December 31, 2026 and on or before each December 31 thereafter to and including December 31, 2041. Payments on account of the Community Contribution shall not be received by Teays Valley, constitute funds of Teays Valley or cause any recipient organization to become a component fund of Teays Valley.

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

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

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

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

If to Teays Valley:	Teays Valley Local School District 385 Circleville Avenue Ashville, OH 43103 Attn: Treasurer
If to Developer:	C5 GLOBAL CONNECT, LLC 1230 Peachtree Street NE Suite 1000 Atlanta, GA 30309 Attn: Bobby Marston, General Counsel Doug Armbruster, Assistant Secretary

With a copy to:

Montrose Law Firm, LLC
100 E Broad St., Suite 2320
Columbus, OH 43215
Attn: David J. Robinson

If to the County:

Pickaway County of Planning & Development
121 West Franklin Street
Circleville, Ohio 43113
Attn: Tim McGinnis, Director

With a copy to:

Pickaway Progress Partnership
1360 Lancaster Pike, Suite 111
Circleville, Ohio 43113
Attn: Brian Hill, Economic Development Director

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

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

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

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

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

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

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

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

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

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

[Signatures follow]

WHEREFORE, the parties hereto, each by a duly authorized representative, have entered into this Agreement on the date first set forth above.

Exhibit A

Project Description/Map

EXEMPTED PROPERTY SITE PLAN

The Exempted Property is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010005602, F1600010005603, F1600010005601, F1600010000600, F1600010005600, and F1600010005700.

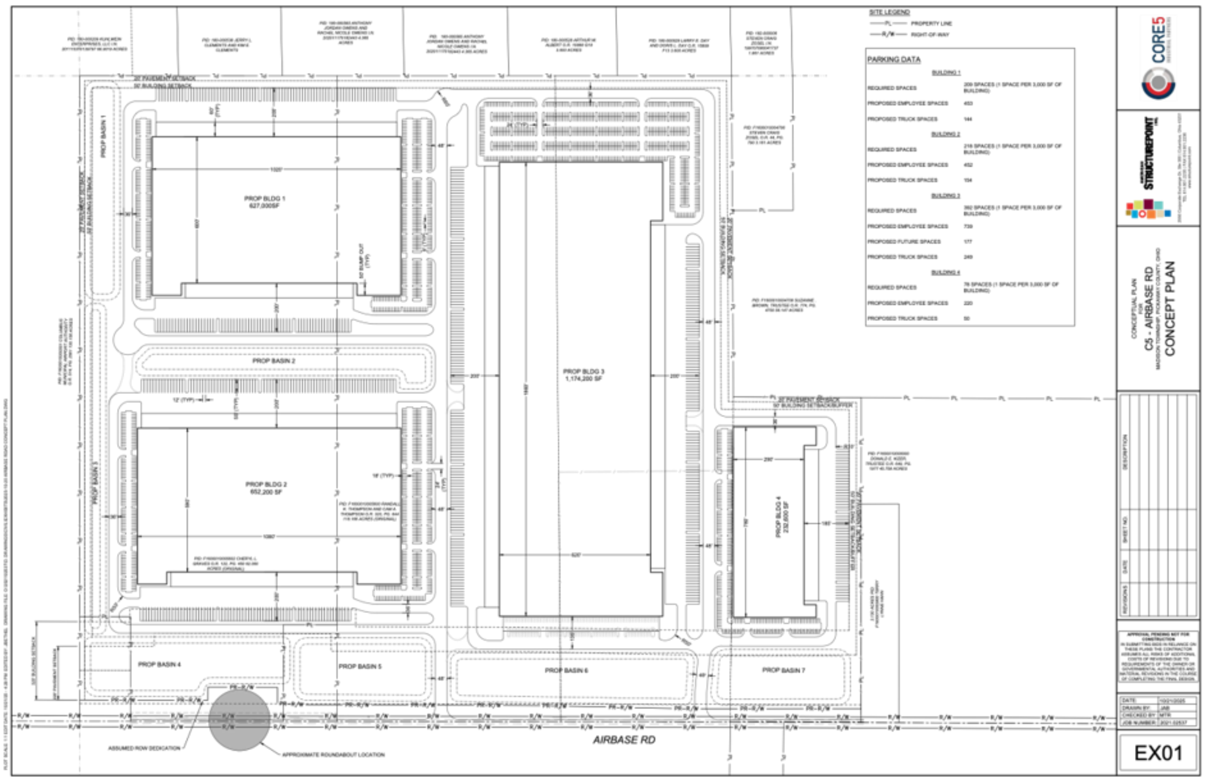


Exhibit B

Partial Assumption Agreement

PARTIAL ASSUMPTION AGREEMENT

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

WITNESSETH THAT:

WHEREAS, [Assignor or, if different, Developer], Teays Valley and the County have entered into that certain Madison Township Project Compensation Agreement dated May 26, 2026 (as amended from time to time, the "Compensation Agreement") relating to the availability of CRA Exemptions to be provided by the County to Developer with respect to Buildings to be constructed on approximately 178.698 acres of land located within Madison Township, Ohio (the "Exempted Property");

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

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement as it relates to the Transferred Property, and Teays Valley and the

County have, pursuant to the Compensation Agreement, agreed to consent to and acknowledge this Agreement; and

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

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity as to

Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property.

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

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

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

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

If to the Assignee: [To be provided]

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

[Signature pages follow]

Exhibit C

CRA Agreement

[Attached]

See Resolution PC-052626-26

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

Attest: Brandy Stewart, Clerk

In the Matter of
Compensation Agreement:

Commissioner Gary Scherer offered the motion upon the approval from Pickaway County Prosecutor as-to-form, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No. PC-052626-31

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Agreement"), made and entered into as of the 26 day of May, 2026 (the "Effective Date"), is made by and among C5 GLOBAL CONNECT, LLC, a Delaware limited liability company ("Developer"); the COUNTY OF PICKAWAY, OHIO, a county and political subdivision of the State of Ohio (the "County"); and the BOARD OF EDUCATION OF THE EASTLAND-FAIRFIELD CAREER & TECHNICAL SCHOOLS, a school district and political subdivision of the State of Ohio ("Eastland-Fairfield").

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Developer, for itself as an Owner and for all future Owners, agrees that annually during the term of any CRA Exemption for each Building under the CRA Agreement in which the CRA Exemption is one hundred percent (100%), the Owner thereof shall pay to Eastland-Fairfield, semi-annually in accordance with Section 2B below, a payment in lieu of taxes ("PILOT Payment") equaling the greater of (i) 30% of the real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the applicable Building based on the value as determined by the County Auditor, as defined herein, or (ii) an amount equal to 30% of the amount of real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the applicable Building if the assessed value of such Building was based upon a market value of $55.00 per square foot for the Building (i.e., notwithstanding whether the actual value or the value determined by the Pickaway County Auditor (the "County Auditor") is lower than $55.00 per square foot, calculated in accordance with Section 2(A) below). If and when the applicable CRA Exemption adjusts to fifty percent (50%) for a use other than Manufacturing in accordance with the CRA Agreement, the applicable Owner shall no longer be required to pay any PILOT Payments for such Building. For example, if a PILOT Payment were to be made in calendar year 2026 for a CRA Exemption attributable to tax year 2025 for a 1,000,000 square foot building, the PILOT Payment would equal the greater of (a) 30% of the portion of real property taxes Eastland-Fairfield would have received had the CRA Exemption not been in place for the Building or (b) $11,216.78 annually (1,000,000 X $55 X 35% X 0.0019423 X 30%) (Square Feet X $55 X Assessed Value Percentage X Eastland-Fairfield Effective Commercial Millage Rate for tax year 2025 X 30%). In addition to the PILOT Payments, on the Effective Date, Developer shall be obligated to pay Eastland-Fairfield (1) a one- time, up-front payment of $17,100, and (2) a one-time payment of $2,280 to apply to legal and other fees related to the negotiation of the Agreement. Furthermore, the Developer will make a one-time upfront payment to Eastland-Fairfield in connection with the Project as specified in the table below. The total of these payments shall equal $42,361 Each payment shall be due and payable no later than thirty (30) days after the award of a certificate of occupancy for such Building, in the increments identified below. . In the event that the square footage of any Building is more than ten percent (10%) greater than the amounts estimated above, the fee identified below will be increased proportionally (i.e., if Building 4 is 255,860 square feet, the payment due will be $4,028).

Building 1	$9,871
Building 2	$10,343
Building 3	$18,485

C. For avoidance of doubt, Eastland-Fairfield will receive compensation hereunder comparable to that received by Teays Valley Local School District, a school district and political subdivision of the State of Ohio ("Eastland-Fairfield"), under its separate compensation agreement with Developer based on Eastland-Fairfield's effective commercial millage compared to Teays Valley's effective commercial millage for the relevant tax year. For tax year 2024, for example, amounts received by Eastland-Fairfield would be 7.07% of what Teays Valley Local School District receives.

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

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

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

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

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

Developer and each Owner shall reasonably cooperate with the County of Collection Agent, as applicable, in the preparation of the PILOT Statements and in the calculation of the PILOT Payments.

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

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

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

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

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

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

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

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

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

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

Section 5. **Notices.** All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed to the following addresses:

If to Eastland-Fairfield:

Eastland-Fairfield Career & Technical Schools
4300 Amalgamated Place
Groveport, OH 43125
Attn: Treasurer

If to Developer:

C5 GLOBAL CONNECT, LLC
1230 Peachtree Street NE
Suite 1000
Atlanta, GA 30309
Attn: Bobby Marston, General Counsel
Doug Armbruster, Assistant Secretary

With a copy to:

Montrose Law Firm, LLC
100 E Broad St., Suite 2320

	Columbus, OH 43215 Attn: David J. Robinson
To the County:	Pickaway County of Planning & Development 139 West Franklin Street Circleville, Ohio 43113 Attn: Tim McGinnis, Director
With a Copy To County's Legal Counsel:	
And, With a Copy To:	Pickaway Progress Partnership 1360 Lancaster Pike Suite 111 Circleville, Ohio 43113 Attn: Brian Hill, Economic Development Director

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

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

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

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

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

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

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

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

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

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

[Signatures follow]

WHEREFORE, the parties hereto, each by a duly authorized representative, have entered into this Agreement on the date first set forth above.

Exhibit A

Project Description/Map

EXEMPTED PROPERTY SITE PLAN

The Exempted Property is the real estate situated in the Township of Madison, County of Pickaway and State of Ohio identified by the Pickaway County Auditor for tax year 2025 as parcel numbers F1600010005602, F1600010005603, F1600010005601, F1600010000600, F1600010005600, and F1600010005700.

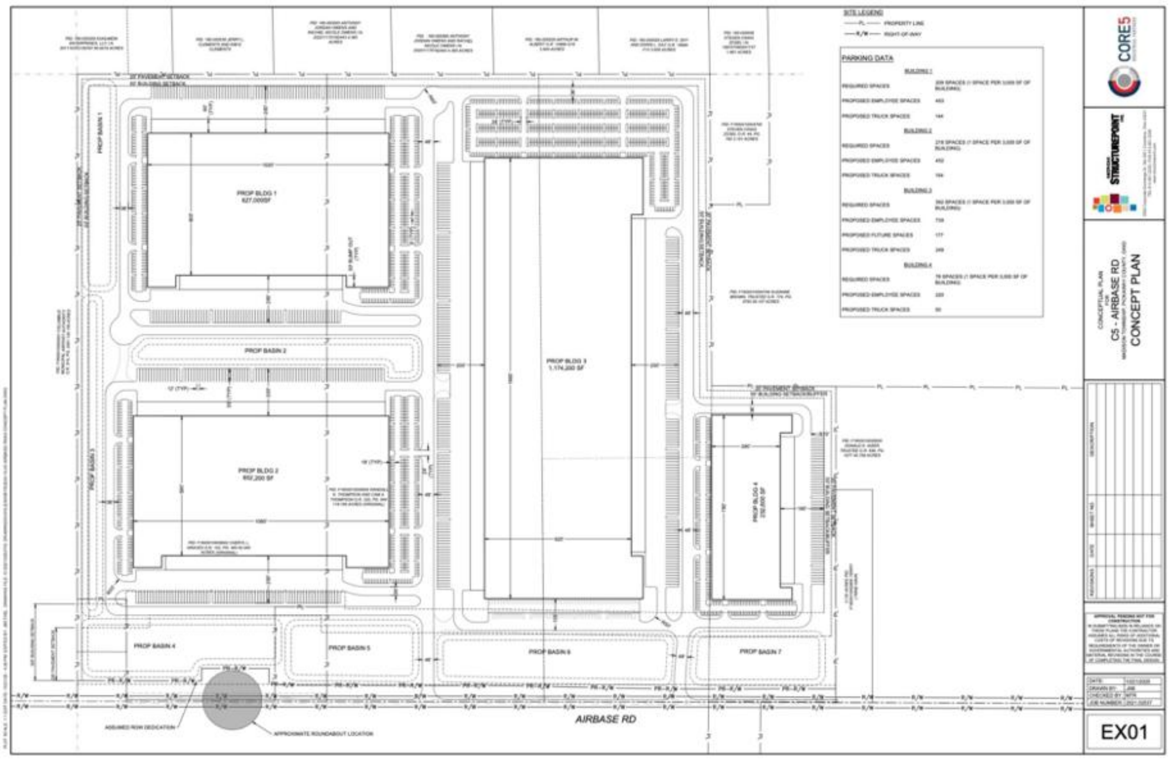


Exhibit B

CRA Agreement

See Resolution PC-052626-26

Exhibit C

Partial Assumption Agreement

PARTIAL ASSUMPTION AGREEMENT

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

WITNESSETH THAT:

WHEREAS, [Assignor or, if different, Developer], Eastland-Fairfield and the County have entered into that certain Madison Township Project Compensation Agreement dated May 26, 2026 (as amended from time to time, the “Compensation Agreement”) relating to the availability of CRA Exemptions to be provided by the County to Developer with respect to Buildings to be constructed on approximately 178.698 acres of land located within Madison Township, Ohio (the “Exempted Property”);

WHEREAS, Assignor has entered a purchase agreement with Assignee whereby Assignee will acquire from Assignor a Parcel of the Exempted Property (that Parcel being referred to herein as the

"Transferred Property" and is further described on Exhibit A hereto) on which [a Building subject to a CRA Exemption is currently located][Assignee will construct a Building that is eligible for CRA Exemption];

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

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

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property.

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

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

4. Each of the County and Eastland-Fairfield agree that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Compensation Agreement, and (b) in the same manner with like effect as if Assignee had been an original signatory had been an original signatory to the Compensation Agreement, including, but not limited to, the commitment of the County and Eastland-Fairfield not to terminate or modify the terms of the Compensation Agreement without the consent of Assignee, except as provided herein.

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

If to the Assignee: [To be provided]

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

[Signature pages follow]

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

Attest: Brandy Stewart, Clerk

In the Matter of
Chillicothe Carpet Quote for the
Pickaway County Juvenile Probate Office:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the quote from Chillicothe Carpet to install plank flooring in the Pickaway County Juvenile Probate Office. Quote is for 264 square feet at a total of $2,576.80. To be paid for unplanned capital.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Dye's Painting Quote for the
Pickaway County Juvenile Probate Office
And Probate Vault:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the quote from Dye's Painting to paint ceiling, walls and trim in the Pickaway County Juvenile Probate Office and Probate Vault. Quote is for a total of $2,570.00. To be paid for unplanned capital.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Captain Steamer Cleaning Co.
LLC Quote for the
Pickaway County Juvenile Probate.:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the quote from Captain Stamer Cleaning Co. LLC to restore original art deco Quarry Tile floor in the Pickaway County Juvenile Probate Office. Quote is for a total of $12,640.00. To be paid from unplanned capital.

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

Attest: Brandy Stewart, Clerk

In the Matter of
Southern Industrial Community
Reinvestment Area – Tax
Incentive Policy:

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

<u>Resolution No. PC-052626-32</u>

SOUTHERN INDUSTRIAL COMMUNITY REINVESTMENT AREA-
TAX INCENTIVE POLICY

October 28, 2025
As Amended, May 26, 2026

With high demand for industrial space and low supply, the market for shovel-ready industrial sites in Pickaway County presents a unique opportunity to leverage the established success of the County's Southern Industrial Community Reinvestment Area (SICRA) and to increase quality of life and prosperity in the County, as depicted in **Exhibit A** to this Tax Incentive Policy. Industrial may be in the name of the policy; however, not all industrial uses are the same. Manufacturing, including specifically, but not limited to: (a) advanced manufacturing, (b) advanced energy manufacturing, (c) technology related research and development, (d) industrial internet of things process engineering, (e) additive manufacturing, (f) 3-D printing, (g) automation, and (h) advanced materials and advanced metal alloy processing, will produce high-quality, sustainable, in-demand jobs in the County and continue to foster an environment of economic self-sufficiency in and around local communities within Pickaway County. It is the intent of this Tax Incentive Policy to encourage the best and highest use for industrial projects within the SICRA.

This Tax Incentive Policy may be amended, supplemented, or superseded by further action by the Pickaway County Board of County Commissioners (Commissioners) in consultation with the Pickaway County Port Authority (PCPA), Pickaway Progress Partnership (P3), City of Circleville-Pickaway Township Joint Economic Development District (JEDD), Pickaway Township, and other stakeholders as may be prudent from time to time, after considering market activities and market conditions and any other relevant circumstances within the County to foster economic growth.

Applicants seeking to leverage the tax incentives available in the SICRA are encouraged to engage PCPA, P3, and the Commissioners on proposed site plans and requested incentives as soon as practicable. This Tax Incentive Policy is intended to outline the broad guidelines for projects within the SICRA. PCPA and P3 are empowered to consider the merits of each project application received, and tailor the offered incentives on a per-project basis holistically to achieve the objectives of this Tax Incentive Policy and/or the objectives of the Commissioners.

1. Manufacturing Projects

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

Manufacturing projects must identify the specific manufacturing use at the point of application for the tax incentive. Manufacturing projects approved by the County within the SICRA are eligible for the following incentive parameters:

100% tax abatement;

- Tax abatement applies for full 15 years per project, with the intention to provide automatic County approval of additional remodeling and future site-improvements; and
  - Includes new construction and remodeling.

To be eligible for a SICRA tax abatement, all manufacturing projects must:

- Negotiate School Compensation Agreements. See Section 4, below.
- Utilize the PCPA sales tax exemption program. See Section 5, below.
- Execute any agreement required by the County under Ohio Revised Code Section 9.66(D) or any County policy adopted with respect to the use, confidentiality, disclosure, waiver, release, hold harmless, or indemnification requirements applicable to information submitted in connection with financial assistance. See Section 6, below.
- Negotiate a CRA Agreement with the County that specifically includes requirements to disclose certain information required for the County to evaluate compliance, such as, but not limited to, payroll and hiring information.
- Agree to pay local fees to the County and P3 for each year during which the tax abatement applies.
- Pay the Agricultural Conversion Fee, if applicable. See Section 7, below.

2. Non-Manufacturing Projects

Developer, or any other Owner of a Parcel of the SICRA, may construct non-manufacturing projects, and such non-manufacturing projects shall be entitled to a tax exemption for a non-manufacturing use as outlined below.

Projects not meeting the definition for manufacturing are eligible for the following incentive parameters:

15-year tax abatement;

- Percentages of abatement:
  - Years 1-10: 100%
  - Years 11-15: 50%
- Includes new construction and remodeling;
- Project owner may request approval from the Commissioners to increase tax exemption for remaining years of abatement to 100% under at least one of the following eligibility circumstances:

  - Upon identifying a manufacturing user or subsequent owner;
  - Upon identifying a significant job creation operation that is not a manufacturing use but that creates at least 100 new jobs with an FTE base salary of at least $75,000 per job; or
  - Making PILOT payments, other fees, or other donations to the County and to any affected taxing district for taxes that will be exempted with respect to desired additional exemption percentage.

To be eligible for a SICRA tax abatement, all non-manufacturing projects must:

- Negotiate School Compensation Agreements. See Section 4, below.
- Utilize the PCPA sales tax exemption program. See Section 5, below.
- Execute any agreement required by the County under Ohio Revised Code Section 9.66(D) or any County policy adopted with respect to the use, confidentiality, disclosure, waiver, release, hold harmless, or indemnification requirements applicable to information submitted in connection with financial assistance. See Section 6, below.
- Negotiate a CRA Agreement with the County that specifically includes requirements to disclose certain information required for the County to evaluate compliance, such as, but not limited to, payroll and hiring information.
- Agree to pay local fees to the County and P3 for each year during which the tax abatement applies.
- Pay the Agricultural Conversion Fee, if applicable. See Section 7, below.

3. Data Center Projects

Subject to Section 8 herein, Data Center projects will not qualify for exemption within the SICRA under this Tax Incentive Policy.

4. Project Owner Responsibility for School Agreement or School Compensation

SICRA tax abatements require the consent of affected regular school districts under current law for any abatement granted more than 75%, including specifically Ohio Revised Code 3735.671(A)(1)-(4).

Property owners may negotiate and reach individual agreements with each affected school district and joint vocational school district. Agreements may contain negotiated one-time compensation, direct compensation payments, in-kind contributions, any combination of these items and any other appropriate terms and conditions acceptable to each school district and joint vocational school district, provided, that compensation must be paid to the joint vocational school district at the same rate or amount and under the same terms as received by the affected school district pursuant to Ohio Revised Code Sections 3735.671 and 5709.82. A valid written agreement with or consent waiver from each affected school district shall be required, where applicable, to comply with Ohio Revised Code Section 3735.671(A)(1)-(4) for tax abatements and to secure the Commissioners' support.

5. Pickaway County Port Authority Sales Tax Exemption Program

The Pickaway County Port Authority was established in 2021 as an economic development-focused entity that assists in various development projects across Pickaway County. PCPA directly participates in certain aspects of capital investment and infrastructure development in support of developing sites. The PCPA's sales tax exemption program was designed to assist new capital investment in Pickaway County by partially exempting sales taxes paid on construction materials for projects supported by the PCPA.

To be eligible for a SICRA tax abatement, a project must utilize the PCPA's sales tax exemption program. The terms of each sales tax exemption are subject to negotiation following the payment of a deposit and the development of acceptable terms between the PCPA and a project sponsor.

PCPA charges a fee for each development that uses the exemption program equal to at least 25% and no greater than 50% of the sales tax avoided due to the exemption. The PCPA uses the fees it generates from the sales tax exemption program in part to support individual sites under development, in part to assist communities with infrastructure needs, and in part to further broader economic development goals within Pickaway County. PCPA sales tax exemption program therefore results in net savings of between 50% and 75% of the sales tax that would have been paid with respect to construction materials but for the exemption. The Port may, in its discretion, consider fees less than 25% of the sales tax avoided due to the exemption for any manufacturing projects. Port fees are subject to change by action of the PCPA Board of Directors, and net savings may vary based on the actual hard costs and the actual labor costs for a project.

If the Owner does not wish to use PCPA for the exemption of sales tax on construction materials, it shall make a one-time fee payment to the PCPA in an amount agreed upon by the Owner and PCPA. The one-time fee payment to the PCPA is due 30 days after receipt of the Owner's Certificate of Occupancy for the Building.

6. Ohio Revised Code Section 9.66(D) Agreement Regarding Use of Information

As a condition precedent to substantive processing, review, staff analysis, recommendation, scheduling for legislative consideration, negotiation of terms, presentation for approval, or execution of any CRA Agreement or related economic development assistance, each applicant shall execute and deliver any agreement required by the County regarding the use, designation, handling, confidentiality, waiver, release, hold harmless, and indemnification protections applicable to information submitted by or on behalf of the applicant in connection with such financial assistance.

The required agreement shall be in the form approved by the Commissioners, or in such substantially similar form as may be approved by the County Administrator and County Prosecuting Attorney, and is intended to address information submitted to the County from an applicant or recipient of economic development assistance, and any information taken from that information, consistent with Ohio Revised Code Section 9.66(D) and any policy adopted by the Commissioners with respect thereto.

No application shall be deemed complete or eligible for substantive County review unless and until the applicant has executed and delivered the required agreement; provided, however, that County administrative staff may receive submissions and advise applicants of this requirement for purposes of intake and completion of the application file.

7. Agricultural Conversion Fee

For any Project that converts acreage from current agricultural use as necessary to develop the Project Site, the Developer shall pay to the County's economic development agent, Pickaway Progress Partnership (P3), a fee equal to $2,500 per acre of the total acreage of the Project that is converted from current agricultural use necessary to develop the Project Site (the "Conversion Fee").

The Conversion Fee shall be allocated among expected Buildings within the Project Site in proportion to each expected Building's share of the total expected Building square footage configuration for all expected Buildings within the Project Site. The Conversion Fee shall be deposited by P3 into P3's Agriculture Fund at the Pickaway County Community Foundation and used to benefit the agricultural industry within the County.

The allocated portion of the Conversion Fee for a Building shall be due when the Building receives a certificate of occupancy. By way of example, if Building 1 contains 20% of the total expected square footage for all expected Buildings within the Project Site, the Developer shall pay 20% of the Conversion Fee upon receipt of the certificate of occupancy for Building 1.

The Developer and County shall work in good faith to calculate the total Conversion Fee due, and the County may invoice the allocated portion of the Conversion Fee prior to issuance of a certificate of occupancy for the applicable Building. In the event the Developer provides written notice to the County that the expected Building configuration or footprint is reduced, the total amount of the Conversion Fee shall not be proportionally reduced, and the County may require acceleration of any remaining outstanding amounts of the Conversion Fee within 30 days after the County's receipt of such notice.

Payment of the entire Conversion Fee shall be a material obligation of the applicable CRA Agreement or other incentive agreement, and the County may condition approval, continuation, or compliance determinations for incentives on satisfaction of such obligation to the extent permitted by law and the applicable agreement.

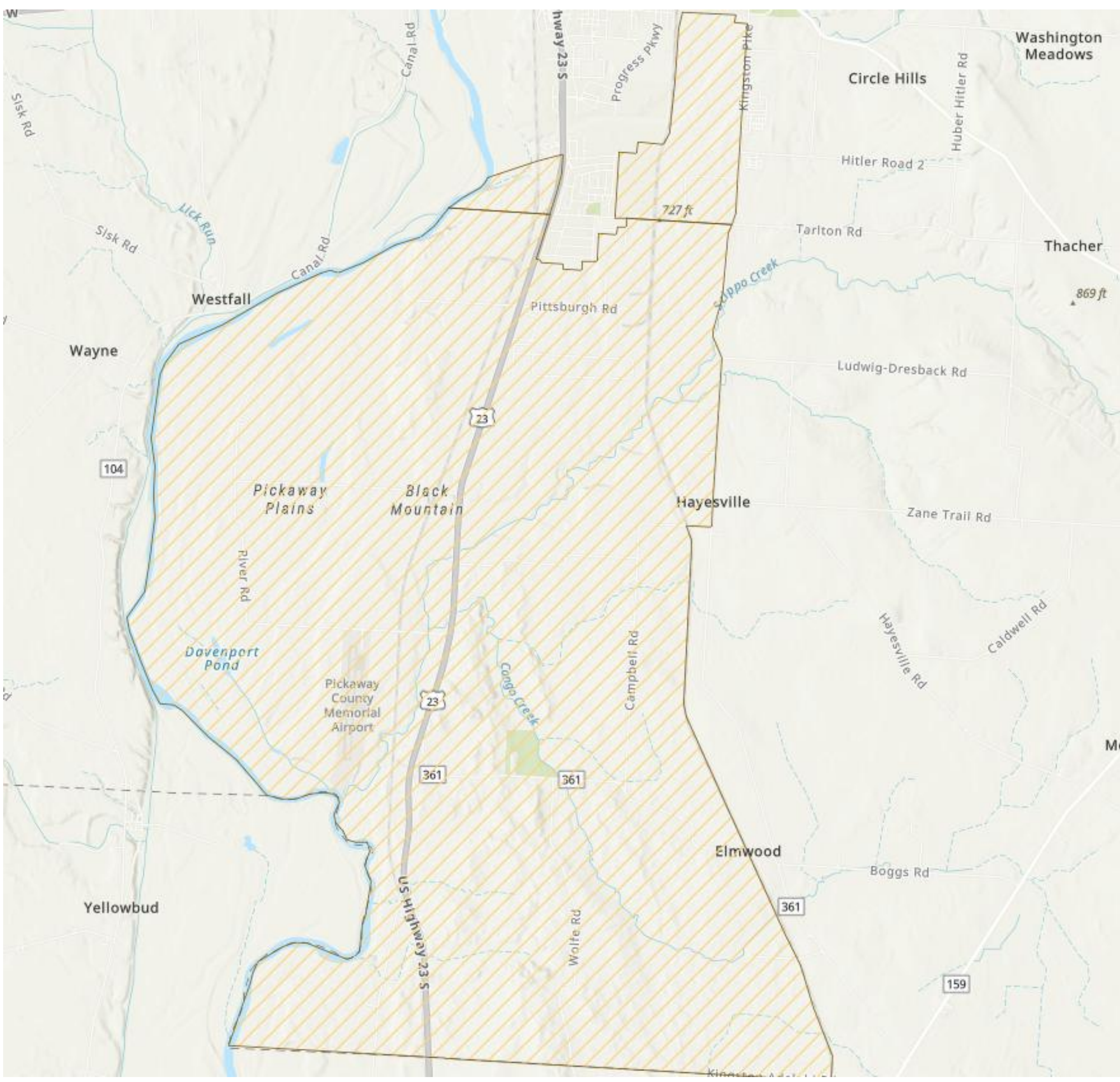
8. Miscellaneous

Notwithstanding this Tax Incentive Policy with respect to the SICRA:

- P3 and the Board of Commissioners of the County reserve the right to consider alternative terms and conditions with respect to the authorization of a SICRA tax abatement in consideration of extraordinary circumstances submitted with respect to an application for incentives, as may be determined in their sole and absolute discretion from time to time and in accordance with generally applicable Ohio laws with respect to the same.
- The Board of Commissioners of the County reserves the right to consider and approve amendments to this Tax Incentive Policy and to Resolutions authorizing the SICRA, each in order to implement the terms of this Tax Incentive Policy and to effect the public policy of the Board of Commissioners from time to time.

<u>EXHIBIT A</u>

Pickaway County Southern Industrial Community Reinvestment Area (SICRA)



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

Attest: Brandy Stewart, Clerk

TUESDAY, MAY 26, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Northern Industrial Community
Reinvestment Area – Tax
Incentive Policy:

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

Resolution No. PC-052626-33

NORTHERN INDUSTRIAL COMMUNITY REINVESTMENT AREA-TAX INCENTIVE POLICY

July 5, 2023
As Amended, May 26, 2026

With high demand for industrial space and low supply, the market for shovel-ready industrial sites in Pickaway County presents a unique opportunity to leverage the established success of the County's Northern Industrial Community Reinvestment Area (NICRA) and to increase quality of life and prosperity in the County, as depicted in Exhibit A to this Tax Incentive Policy. Industrial may be in the name of the policy; however, not all industrial uses are the same. Manufacturing, including specifically, but not limited to: (a) advanced manufacturing, (b) advanced energy manufacturing, (c) technology related research and development, (d) industrial internet of things process engineering, (e) additive manufacturing, (f) 3-D printing, (g) automation, and (h) advanced materials and advanced metal alloy processing, will produce high-quality, sustainable, in-demand jobs in the County and continue to foster an environment of economic self-sufficiency in and around local communities within Pickaway County. It is the intent of this Tax Incentive Policy to encourage the best and highest use for industrial projects within the NICRA.

This Tax Incentive Policy may be amended, supplemented, or superseded by further action by the Pickaway County Board of County Commissioners (Commissioners) in consultation with the Pickaway County Port Authority (PCPA), Pickaway Progress Partnership (P3), and other stakeholders as may be prudent from time to time, after considering market activities and market conditions and any other relevant circumstances within the County to foster economic growth.

Applicants seeking to leverage the tax incentives available in the NICRA are encouraged to engage PCPA, P3, and the Commissioners on proposed site plans and requested incentives as soon as practicable. This Tax Incentive Policy is intended to outline the broad guidelines for projects within the NICRA. PCPA and P3 are empowered to consider the merits of each project application received, and tailor the offered incentives on a per-project basis holistically to achieve the objectives of this Tax Incentive Policy and/or the objectives of the Commissioners.

1. Manufacturing Projects

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

Manufacturing projects must identify the specific manufacturing use at the point of application for the tax incentive. Manufacturing projects approved by the County within the NICRA are eligible for the following incentive parameters:

100% tax abatement;

- Tax abatement applies for full 15 years per project, with the intention to provide automatic County approval of additional remodeling and future site-improvements; and
- Includes new construction and remodeling.

To be eligible for a NICRA tax abatement, all manufacturing projects must:

- Negotiate School Compensation Agreements. See Section 4, below.
- Utilize the PCPA sales tax exemption program. See Section 5, below.

- Execute any agreement required by the County under Ohio Revised Code Section 9.66(D) or any County policy adopted with respect to the use, confidentiality, disclosure, waiver, release, hold harmless, or indemnification requirements applicable to information submitted in connection with financial assistance. See Section 6, below.
- Negotiate a CRA Agreement with the County that specifically includes requirements to disclose certain information required for the County to evaluate compliance, such as, but not limited to, payroll and hiring information.
- Agree to pay local fees to the County and P3 for each year during which the tax abatement applies.
- Pay the Agricultural Conversion Fee, if applicable. See Section 7, below.

2. <u>Non-Manufacturing Projects</u>

Eighteen (18) Month Moratorium on Distribution Center Uses – Unless otherwise approved by the County, no Owner of a Parcel within the NICRA shall be entitled to a tax exemption hereunder for a Building constructed on such Parcel that is to be used as a distribution or fulfillment center, being a Building that is operated substantially as a product storage and shipping facility for the storage or distribution of goods (a "Distribution Center") (the "Distribution Center Moratorium"). The Distribution Center Moratorium applies eighteen (18) months after the effective date of each Owner's CRA agreement. For purposes of this Tax Incentive Policy, a Building is operated as a Distribution Center if 25% or more of the final square footage, as certified in the Owner's Certificate of Occupancy, of any Building is dedicated to use as a Distribution Center.

After the Moratorium End Date, Developer, or any other Owner of a Parcel of the NICRA, may construct a Distribution Center on any Parcel of the NICRA, and such Distribution Center shall be entitled to a tax exemption for a non-manufacturing use as outlined below. The Commissioners may consider requests to reduce or eliminate the Distribution Center Moratorium for specific Distribution Center projects, upon written request from the PCPA Executive Director after consideration of the merits of the project application.

Projects not meeting the definition for manufacturing, and not otherwise subject to the Distribution Center Moratorium, are eligible for the following incentive parameters:

- 15-year tax abatement;
- Percentages of abatement:
- Years 1-10: 100%
- Years 11-15: 50%
- Includes new construction and remodeling;
- Project owner may request approval from the Commissioners to increase tax exemption for remaining years of abatement to 100% under at least one of the following eligibility circumstances:

    - Upon identifying a manufacturing user or subsequent owner;
    - Upon identifying a significant job creation operation that is not a manufacturing use but that creates at least 100 new jobs with an FTE base salary of at least $75,000 per job; or
    - Making PILOT payments, other fees, or other donations to the County and to any affected taxing district for taxes that will be exempted with respect to desired additional exemption percentage.

To be eligible for a NICRA tax abatement, all non-manufacturing projects must:

- Negotiate School Compensation Agreements. See Section 4, below.
- Utilize the PCPA sales tax exemption program. See Section 5, below.
- Execute any agreement required by the County under Ohio Revised Code Section 9.66(D) or any County policy adopted with respect to the use, confidentiality, disclosure, waiver, release, hold harmless, or indemnification requirements applicable to information submitted in connection with financial assistance. See Section 6, below.
- Negotiate a CRA Agreement with the County that specifically includes requirements to disclose certain information required for the County to evaluate compliance, such as, but not limited to, payroll and hiring information.
- Agree to pay local fees to the County and P3 for each year during which the tax abatement applies.
- Pay the Agricultural Conversion Fee, if applicable. See Section 7, below.

3. Data Center Projects

Subject to Section 8 herein, Data Center projects will not qualify for exemption within the SICRA under this Tax Incentive Policy.

4. Project Owner Responsibility for School Agreement or School Compensation

NICRA tax abatements require the consent of affected regular school districts under current law for any abatement granted more than 75%, including specifically Ohio Revised Code 3735.671(A)(1)-(4).

Property owners may negotiate and reach individual agreements with each affected school district and joint vocational school district. Agreements may contain negotiated one-time compensation, direct compensation payments, in-kind contributions, any combination of these items and any other appropriate terms and conditions acceptable to each school district and joint vocational school district, provided, that compensation must be paid to the joint vocational school district at the same rate or amount and under the same terms as received by the affected school district pursuant to Ohio Revised Code Sections 3735.671 and 5709.82. A valid written agreement with or consent waiver from each affected school district shall be required, where applicable, to comply with Ohio Revised Code Section 3735.671(A)(1)-(4) for tax abatements and to secure the Commissioners' support.

5. Pickaway County Port Authority Sales Tax Exemption Program

The Pickaway County Port Authority was established in 2021 as an economic development-focused entity that assists in various development projects across Pickaway County. PCPA directly participates in certain aspects of capital investment and infrastructure development in support of developing sites. The PCPA's sales tax exemption program was designed to assist new capital investment in Pickaway County by partially exempting sales taxes paid on construction materials for projects supported by the PCPA.

To be eligible for a NICRA tax abatement, a project must utilize the PCPA's sales tax exemption program. The terms of each sales tax exemption are subject to negotiation following the payment of a deposit and the development of acceptable terms between the PCPA and a project sponsor.

PCPA charges a fee for each development that uses the exemption program equal to at least 25% and no greater than 50% of the sales tax avoided due to the exemption. The PCPA uses the fees it generates from the sales tax exemption program in part to support individual sites under development, in part to assist communities with infrastructure needs, and in part to further broader economic development goals within Pickaway County. PCPA sales tax exemption program therefore results in net savings of between 50% and 75% of the sales tax that would have been paid with respect to construction materials but for the exemption. The Port may, in its discretion, consider fees less than 25% of the sales tax avoided due to the exemption for any manufacturing projects. Port fees are subject to change by action of the PCPA Board of Directors, and net savings may vary based on the actual hard costs and the actual labor costs for a project.

If the Owner does not wish to use PCPA for the exemption of sales tax on construction materials, it shall make a one-time fee payment to the PCPA in an amount agreed upon by the Owner and PCPA. The one-time fee payment to the PCPA is due 30 days after receipt of the Owner's Certificate of Occupancy for the Building.

6. Ohio Revised Code Section 9.66(D) Agreement Regarding Use of Information

As a condition precedent to substantive processing, review, staff analysis, recommendation, scheduling for legislative consideration, negotiation of terms, presentation for approval, or execution of any CRA Agreement or related economic development assistance, each applicant shall execute and deliver any agreement required by the County regarding the use, designation, handling, confidentiality, waiver, release, hold harmless, and indemnification protections applicable to information submitted by or on behalf of the applicant in connection with such financial assistance.

The required agreement shall be in the form approved by the Commissioners, or in such substantially similar form as may be approved by the County Administrator and County Prosecuting Attorney, and is intended to address information submitted to the County from an applicant or recipient of economic development assistance, and any information taken from that information, consistent with Ohio Revised Code Section 9.66(D) and any policy adopted by the Commissioners with respect thereto.

No application shall be deemed complete or eligible for substantive County review unless and until the applicant has executed and delivered the required agreement; provided, however, that County administrative staff may receive submissions and advise applicants of this requirement for purposes of intake and completion of the application file.

7. Agricultural Conversion Fee

For any Project that converts acreage from current agricultural use as necessary to develop the Project Site, any Developer, or Owner shall pay to the County's economic development agent, Pickaway Progress Partnership (P3), a fee equal to $2,500 per acre of the total acreage of the Project that is converted from current agricultural use necessary to develop the Project Site (the "Conversion Fee").

The Conversion Fee shall be allocated among expected Buildings within the Project Site in proportion to each expected Building's share of the total expected Building square footage configuration for all expected Buildings within the Project Site. The Conversion Fee shall be deposited by P3 into P3's Agriculture Fund at the Pickaway County Community Foundation and used to benefit the agricultural industry within the County.

The allocated portion of the Conversion Fee for a Building shall be due when the Building receives a certificate of occupancy. By way of example, if Building 1 contains 20% of the total expected square footage for all expected Buildings within the Project Site, the Developer shall pay 20% of the Conversion Fee upon receipt of the certificate of occupancy for Building 1.

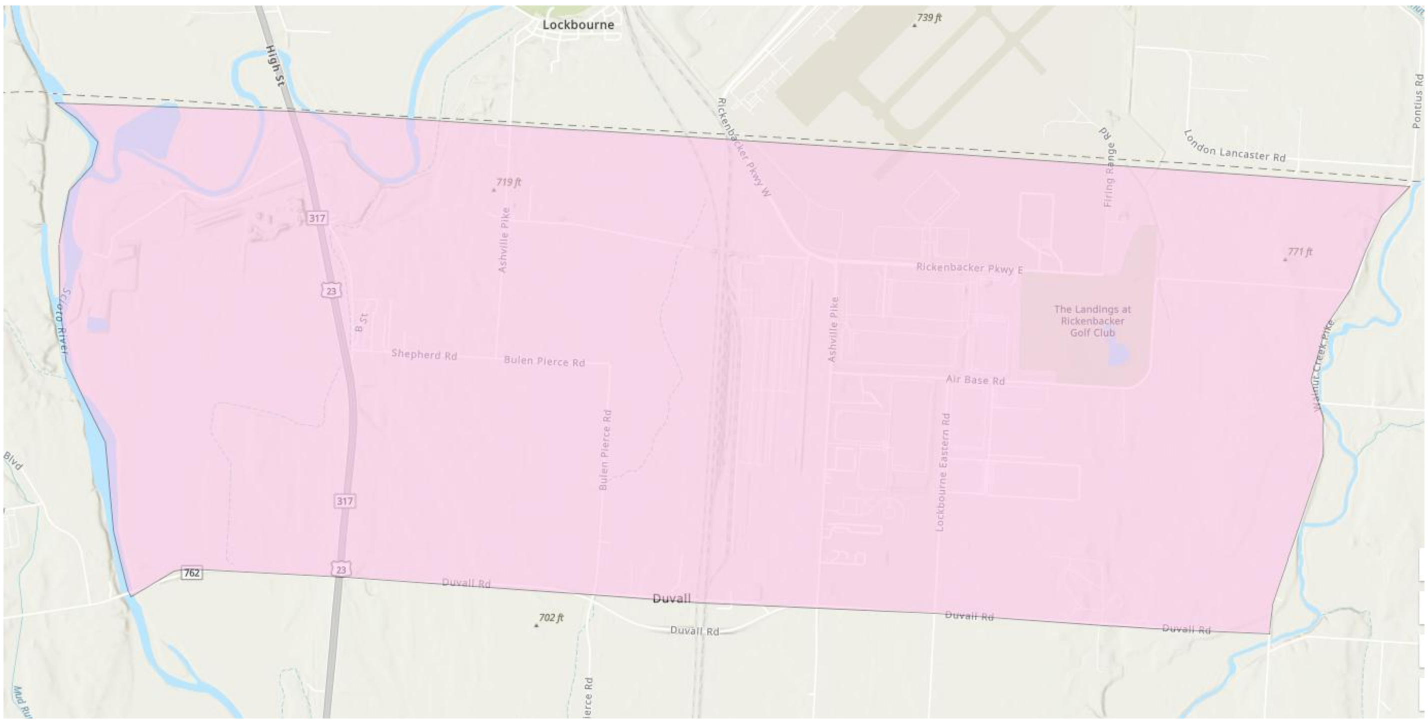
The Developer and County shall work in good faith to calculate the total Conversion Fee due, and the County may invoice the allocated portion of the Conversion Fee prior to issuance of a certificate of occupancy for the applicable Building. In the event the Developer provides written notice to the County that the expected Building configuration or footprint is reduced, the total amount of the Conversion Fee shall not be proportionally reduced, and the County may require acceleration of any remaining outstanding amounts of the Conversion Fee within 30 days after the County's receipt of such notice.

Payment of the entire Conversion Fee shall be a material obligation of the applicable CRA Agreement or other incentive agreement, and the County may condition approval, continuation, or compliance determinations for incentives on satisfaction of such obligation to the extent permitted by law and the applicable agreement.

8. Miscellaneous

Notwithstanding this Tax Incentive Policy with respect to the NICRA:

- P3 and the Board of Commissioners of the County reserve the right to consider alternative terms and conditions with respect to the authorization of a NICRA tax abatement in consideration of extraordinary circumstances submitted with respect to an application for incentives, as may be determined in their sole and absolute discretion from time to time and in accordance with generally applicable Ohio laws with respect to the same.
- The Board of Commissioners of the County reserves the right to consider and approve amendments to this Tax Incentive Policy and to Resolutions authorizing the NICRA, each in order to implement the terms of this Tax Incentive Policy and to effect the public policy of the Board of Commissioners from time to time.



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

Attest: Brandy Stewart, Clerk

In the Matter of
A Resolution Approving
And Consenting to an Assignment
And Agreement by and Among the
County of Pickaway, Ohio, DuPont
Specialty Products USA, LLC, and
EKC Advanced Electronics USA,
LLC, in Connection with the DuPont
Enterprise Zone Agreement:

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

Resolution No. PC-052626-34

A RESOLUTION APPROVING AND CONSENTING TO AN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG THE COUNTY OF PICKAWAY, OHIO, DUPONT SPECIALTY PRODUCTS USA, LLC, AND EKC ADVANCED ELECTRONICS USA, LLC, IN CONNECTION WITH THE DUPONT ENTERPRISE ZONE AGREEMENT

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 5709.63, this Board of County Commissioners (the "Board") of Pickaway County, Ohio (the "County") adopted a resolution on November 9, 1989 designating the area specified therein as "Enterprise Zone 153C" (the "Enterprise Zone"), which designation was approved by the Ohio Director of Development on November 13, 1989; and,

WHEREAS, effective October 1, 2019, the County and DuPont Specialty Products USA, LLC, a Delaware limited liability company (the "Enterprise") entered into that certain Enterprise Zone Agreement (the "EZ Agreement") relating to the development of a building or buildings with related site improvements at the Project Site (as particularly described in Exhibit B to the EZ Agreement); and,

WHEREAS, the Enterprise has conveyed of the entirety of Project Site (such transferred property referred to herein as the "Transferred Property") to EKC Advanced Electronics, LLC, a Delaware corporation (the "Transferee"), which conveyance is described in the Transfer Instrument attached to the Assignment Agreement as Attachment 2 (the "Transfer Instrument") and effective as of November 4, 2025 (the "Transfer Date") and,

WHEREAS, in connection with the conveyance of the Transferred Property by the Enterprise to the Transferee, the Transferee wishes to assume the rights and obligations of the Enterprise under the EZ Agreement with respect to the Transferred Property, effective on the Transfer Date, as more particularly set forth in the Assignment Agreement; and,

WHEREAS, the Assignment Agreement provides that, from and after the Transfer Date, the Enterprise will assign, and the Transferee will assume, the applicable obligations, agreements, covenants, restrictions, benefits, entitlements, and rights under the EZ Agreement with respect to the Transferred Property; and,

WHEREAS, Section 18 of the EZ Agreement provides that the EZ Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed, and further provides that the County shall not withhold approval of such transfer or assignment so long as the applicable assignor files with the County an assumption agreement and delivers to the County the assignment review fee; and,

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

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

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

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

Section 3. This Board hereby finds and determines that the approval and consent granted by this Resolution satisfy the express written approval requirements of Section 18 of the EZ Agreement with respect to the assignment and assumption contemplated by the Assignment Agreement.

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

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

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

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

Attest: Brandy Stewart, Clerk

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

[See Attached]

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

Attest: Brandy Stewart, Clerk

In the Matter of
Assignment and Assumption
Agreement:

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

Resolution No. PC-052626-35

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into May 26, 2026 by and among the Board of County Commissioners of Pickaway County, Ohio, with its main offices located at 139 West Franklin Street, Circleville, Ohio 43113 ("Pickaway County"); DuPont Specialty Products USA, LLC, a Delaware limited liability company (the "Enterprise"); and EKC Advanced Electronics USA, LLC, a Delaware corporation (the "Transferee"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Enterprise Zone Agreement between Pickaway County and the Enterprise, dated October 1, 2019 (the "EZ Agreement"), a copy of which is attached hereto as Attachment 1.

WITNESSETH:

WHEREAS, Pickaway County by its Resolution adopted on November 9, 1989, designated the area known as Enterprise Zone 153C as an "Enterprise Zone" pursuant to Chapter 5709 of the Revised Code (the "Enterprise Zone Act"); and,

WHEREAS, effective November 13, 1989, the Director of the Ohio Department of Development determined that the aforementioned area designated contained the characteristics set forth in the Enterprise Zone Act and certified that area as an "enterprise zone" under the Enterprise Zone Act; and,

WHEREAS, on October 1, 2019, Pickaway County and the Enterprise entered into the EZ Agreement concerning the development of a building or buildings with related site improvements at the

Project Site as defined in the EZ Agreement (as particularly described in Exhibit B to the EZ Agreement); and,

WHEREAS, the EZ Agreement set forth a process by which its obligations, agreements, covenants, restrictions and benefits could be transferred or assigned, with the prior written consent of Pickaway County, based on the Project's factual circumstances as of the attempted transfer and/or the nature of any common control or successor entity relationships by and between the Enterprise and subsequent transferees or affiliates, respectively; and,

WHEREAS, pursuant to this Agreement and that certain instrument conveying the Project Site, a copy of which is attached hereto as Attachment 2 (the "Transfer Instrument"), the Transferee will succeed to the interest of the Enterprise in the entire Project Site (such transferred property may be referred to hereinafter as the "Transferred Property") as of November 4, 2025 (the "Transfer Date"); and,

WHEREAS, the Transferee wishes to obtain the benefits of the EZ Agreement, and, as agreed in the EZ Agreement, Pickaway County is willing to make these benefits available to the Transferee on the terms set forth in the EZ Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the EZ Agreement, and the benefit to be derived by the Transferee from the execution hereof, the parties hereto agree the above recitals are incorporated as set forth herein and further agree as follows:

1. Assignment of EZ Agreement to Transferee. Pursuant to Section 18 of the EZ Agreement, from and after the date on which the Transferee succeeds to the interest of the Enterprise in the Transferred Property (the "Transfer Date"), the Enterprise hereby assigns to the Transferee (a) all of the obligations, agreements, covenants and restrictions set forth in the EZ Agreement to be performed and observed by the Enterprise with respect to the Transferred Property, and (b) all of the benefits of the EZ Agreement with respect to the Transferred Property. From and after the Transfer Date, the Transferee 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 EZ Agreement to be performed and observed by the Enterprise with respect to the Transferred Property; and (ii) certifies to the validity, with respect to the Transferee as of the date of this Agreement, of the representations, warranties and covenants made by the Enterprise that are contained in the EZ Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the EZ Agreement: Section 4 (Information for Tax Incentive Review Council), Section 6 (Annual Agreement Monitoring Fee); Section 7 (Non-Exempted Taxes to be Paid); Section 11 and Section 12 (Certification of No Delinquent Taxes); Section 14 (Failure to Achieve Employment Goals); Section 15 (Non-Discriminatory Hiring); and Section 17 (Verification of Information Provided By Enterprise).

2. Minimum Employment Requirement; Investment. The Transferee currently has _________ (___) employees at the Project Site and _________ (___) full time permanent employees in the State of Ohio and does not anticipate occupying any portion of the Project. The Transferee agrees and acknowledges that the Project Site is subject to the Minimum Employment Requirement and that exemption from taxation granted under the EZ Agreement and assigned to the Transferee under this Agreement may be modified or revoked pursuant to the EZ Agreement if the Minimum Employment requirement is not met.

3. Estoppel. Pickaway County acknowledges that the EZ Agreement is in full force and effect through the date of execution of this Agreement and hereby waives any and all failures, of which Pickaway County has knowledge on the date of execution of this Agreement, by the Enterprise with regard to compliance with the obligations of the EZ Agreement and the Transferred Property through the Transfer Date.

4. Notice and Consent. Pickaway County hereby waives the timely notice obligation imposed on the Enterprise, to wit: at least thirty (30) days prior to this attempted transfer of the Transferred Property to the Transferee. Pickaway County otherwise acknowledges the Enterprise's notice of this transfer or assignment, including a copy of this Agreement, in accordance with Section 24 of the EZ Agreement.

5. Local Assignment Fees and Dues. The Transferee acknowledges that the Transferee is responsible for a $2,500 assignment review fee, payable to Pickaway County and due upon filing the application for assignment, pursuant to Section 18 of the EZ Agreement.

6. Legal Fees. Transferee and all future owners or transferees shall pay to Pickaway County's legal counsel, Bricker Graydon Wyatt LLP, its fees and expenses for costs of preparing all documentation associated with any Assumption Agreement. The payment shall be due within five (5) business days after complete execution and delivery of such Assumption Agreement.

7. Transferee's Certification of Compliance with R.C. 3735.671. The Transferee further certifies as required by R.C. Section 3735.671(C), (i) the Transferee is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Transferee has discontinued operations prior to the expiration of the term of that prior agreement and within the three years immediately prior to the date of this Agreement, (ii) nor is Transferee 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(C).

8. Real Property Tax Exemption for Project. Pickaway County agrees that, as to the Transferred Property at the Project Site, the Transferee has and shall have all entitlements and rights to tax exemptions, and obligations, as the Enterprise under the EZ Agreement, in the same manner and like effect as if the Transferee had been an original signatory to the EZ Agreement.

9. Notices. Notices to the Transferee with respect to the EZ Agreement shall be given as stated in Section 21 thereof, addressed as follows:

EKC ADVANCED ELECTRONICS USA, LLC
Attn. ______________________
____
____

With a copy to:
Attn. ______________________
____
____

10. Release. The parties acknowledge and agree that from and after the Transfer Date, the Enterprise is released from all obligations and liabilities under the EZ Agreement with respect to the Transferred Property. The Transferee agrees to indemnify, defend and save the Enterprise harmless from and against any and all liabilities, obligations, costs, expenses, claims, action and damages which may accrue or arise under the EZ Agreement, with respect to any period or any circumstance existing on or after the Transfer Date. The Enterprise agrees to indemnify, defend and save Transferee harmless from and against any and all liabilities, obligations, costs, expenses, claims, action and damages which may accrue or arise under the EZ Agreement with respect to any period existing prior to the Transfer Date.

11. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement. It shall not be necessary in proving the validity of this Agreement to produce or account for more than one of such counterparts. The parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (e.g., PDF or similar format delivered by electronic mail), and such electronic versions shall be deemed to be original versions of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

13. Terms of the EZ Agreement. The terms of the EZ Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to its assignment, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the EZ Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

14. Certification of Transferee. Transferee certifies to the validity, as to the Transferee, of the representations, warranties and covenants contained in this Agreement.

[Remainder of 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 the Transfer Date.

ATTACHMENT 1
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of EZ Agreement

(attached hereto)

ATTACHMENT 2
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

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

Attest: Brandy Stewart, Clerk

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

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

$64,988.16 to 4001.100.13.412100 – Capital Fund
$1,234,775.05 to 1001.100.13.412100 – General Fund

In the Matter of

County Administrator Report:

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

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

- Building Department –
  - Contract updates – Residential 10%
    Tarlton (2010)/Williamsport (2015)/Circleville (2008)/New Holland (2008)
    Commercial Point (2009)
    Meeting with Kelly last Thursday. Jamie approving form, will be signed and sent out this week.
    Create line item similar to TWP 10% payments.
- Health Insurance –
  - Matt Schoeppe (Wilson Partners) continues working on proposal for Life/Disability. Change centering on AFLAC to combine with benefits.
  - Cafeteria & 125 Agreement & Wrap Summary completed. Met with Matthew Schoeppe, Lisa, and Angie last Thursday, 05/07/2026 at 2:00 pm. Still being reviewed by CEBCO prior to signing.
- Insurance –
  - No Report
- Dog Shelter –
  - No Change
  - Capital Improvements (Car Port Cover & Paving) to be completed this week.
- Maintenance –
  - Senior Center Windows separating
- Engineer's Office –
  - Continue working with Chris & Representatives from DRC on the sanitary at PCI Prison. No billing since 2018. Researching the "Jed Tax" administered by Grove City and township created.
  - PCSO Lift Station Maintenance - Started
- BWC / Sedgwick –
  - No Report
- Miscellaneous –
  - Palmer Energy Report 5/21/26.
  - Estimates –
    - Fairgrounds / caused by non-maintenance
      - Koorsen – Horse Barn Dry System Fire Suppression
      - Koorsen – Back Flow rebuild hot box / Horse Barn
    - Probate Court Renovation – Three (3) Quotes
      - Captain Steamer Cleaning
      - Chillicothe Carpet
      - Dye's Painting
  - Opioid Settlement – Competed & filed participation agreement as per previous approval. (No Change)
  - Memorial Hall Window Project (Phase 4), BID opening 5/19/26 10:30 a.m. (No Change)
  - Northern Industrial Community Reinvestment Area Agreement Estoppel Certificate. (No Change)

In the Matter of
Requesting a New Expense Line for
Airport Authority 14-Bay T-Hanger Project:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the request for a new expense line for the Airport Authority 14-Bay T-Hanger Project.

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

Attest: Brandy Stewart, Clerk

In the Matter of

Requesting a New Expense Line for
Municipality Residential 10% Fee Return:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the request for a new expense line for the Municipality Residential 10% Fee Return.

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

Attest: Brandy Stewart, Clerk

In the Matter of
The Pickaway County
Cybersecurity Program:

The Commissioners signed the final Pickaway County Cybersecurity Program that was adopted November 25, 2025.

In the Matter of
Courthouse Renovations:

Judge Chafin and Judge Harsha came in to speak with the Commissioners about the renovations of the Courthouse. The Commissioners went over their thoughts with the judges, in which they both agreed with the decisions that were made. The renovations will begin on the first floor with Juvenile Probate Office.

In the Matter of
OSU Extension Update with Joy Sharp:

Joy Sharp, OSU Extension, and Davion Moran, a local 4-H member, met with the Commissioners to provide an update. Ms. Sharp discussed 4-H and FFA Projects as of March 2, 2026. They currently have 405 non-livestock projects, and 860 livestock projects. They have seen a decrease in the number of clubs members with 29 clubs with 760 members led by 118 volunteer advisors. Ms. Sharp spoke about the Ohio 4-H Achievement awards that is an area of filling out awards, it means that members have been really active by the time they turn 14 years old in leadership, citizenship, in club activities, in projects, and in scholarships. There are 32 members that are chosen at the State Level, and 5 of them that have been chosen are from Pickaway County. There were 8 scholarships given out this year. We have the 4-H Summer Camp coming up soon. We have 32 Camp Counselors this year, they all must have 24-hour minimum training including onsite training. We have been training since February for our Camp Counselors. We have 60 girls signed up for camp, and only 32 boys so far. Junior Fair Board is doing a lot of work right now with stock trailer. Mr. Moran, one of the five chosen for the Ohio 4-H Achievement for Communications, a sophomore that attends Logan Elm School, is working on a new project that started this year which is called Local Government. It is about finding out how the townships become to be, finding out what your County Commissioners, County Treasurer, and County Auditor do. As well as many other areas. He has been a member of 4-H for the last 10 years. In the last 4 years he has been president, vice president, and a back-to-back treasurer in which he had received high honors in the treasurer's position from Pickaway County. He went on to explain what types of skills he has learned through 4-H. His plans for future as of now is to hopefully work with our Local Government.

In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending May 23, 2026.

A total of $290.00 was reported collected as follows: $120 dog licenses, $60 dog license late penalty, $50 adoptions, and $50 redemptions, and $10 microchip fees.

Seven (7) stray dogs were processed in; two (2) dogs were adopted.

TUESDAY, MAY 26, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

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

Jay H. Wippel, President

Harold R. Henson, Vice President

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

Attest: Brandy Stewart, Clerk