

TUESDAY, JANUARY 23, 2024
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, January 23, 2024, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. April Dengler, 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 January 16, 2024, with corrections.

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

Attest: Angela Karr, Clerk

**In the Matter of
Bills Approved for Payment:**

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

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated January 23, 2024, 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 \$102.03 + \$144,714.53 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: Angela Karr, Clerk

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

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

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated January 23, 2024, 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 \$362,150.48 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: Angela Karr, Clerk

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**In the Matter of
Appropriations Approved:**

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

\$6,500.00 – 101.1105.5703 – Contingencies – Auditor

\$109,830.17 – 651.6050.5901 – Other Expenses Unclaimed Money – Auditor

\$1,350.00 – 919.6908.5401 – Tax Lien Sales Contract Services – Treasurer

\$100,000.00 – 251.6221.5521 – CDBG 2022 Administration Expense – Planning & Development

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

Attest: Angela Karr, Clerk

**In the Matter of
Transfer and Reappropriations Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for TRANSFER AND REAPPROPRIATIONS:

**\$6,500.00 – 801.6904.5218 – Premiums Co Health Benefits – Auditor
TO**

801.6904.5216 – Cobra Insurance Co Health Benefits – Auditor

**\$6,500.00 – 101.1105.5703 – Contingencies – Auditor
TO**

101.1105.5207 -Cobra Insurance Miscellaneous – Auditor

**\$270.90 – 201.3005.5403 – Travel/Expenses Engineer ALGT – Engineer
TO**

201.3005.5313 – Membership/ Dues Engineer ALGT – Engineer

**\$750,000.00 – 251.6229.5520 – CDBG 2020 Project Expenses – Planning & Development
TO**

251.6221.5520 – CDBG 2022 Project Expense – Planning & Development

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

Attest: Angela Karr, Clerk

**In the Matter of
Fund Transfer Approved:**

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

**\$85,000.00 – 101.1105.5706 – Economic Development Share – Commissioners
TO**

947.0000.4901 – Port Authority Transfer In – Commissioners

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

Attest: Angela Karr, Clerk

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**In the Matter of
New Line Item Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for NEW LINE ITEM:

947.0000.4901 – Port Authority Transfer In - Commissioners

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

Attest: Angela Karr, Clerk

**In the Matter of
Issuance of Blanket Purchase Order Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for the ISSUANCE OF A BLANKET PURCHASE ORDER:

\$2,900.00 – 101.6101.5901 – Airport Other Expenses - Commissioners

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

Attest: Angela Karr, Clerk

**In the Matter of
Waiver Approved:**

Nancy Graham, Fiscal Specialist, requested a waiver to pay South Central Power, in a timely manner related to countywide utilities. After discussing the request, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to waive the waiting period to issue payment to South Central Power, in the amount of \$931.64 as follows:

\$931.64 #101.1112.5481 Countywide Utilities

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

Attest: Angela Karr, Clerk

**In the Matter of
Report Provided by Robert Adkins:**

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

- Futurity Orion Software – Setting up a meeting with the vendor for next week.
- PCSO fiber connection conversion – Fiber optic line crossed the railroad on Monday.
- Homeland Security grant of \$58,804 to purchase PPE for law enforcement – approved by OEMA, coordinating with LE agencies for numbers to purchase. Determining the number of SWAT trained officers are in the county to guide purchasing of PPE. Working with an industrial hygienist to help agencies develop a respiratory protection program.
- Radio system is being examined from top to bottom (programming, inventory, tower sites, supervision, etc.).
- Replacement of ARES repeaters with County-owned equipment – getting quotes.
- School safety planning with Teays Valley – Scheduling dates with Ashville and Walnut Elementary Schools.

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- April 2024 Solar Eclipse – Beginning the discussions of this event and its implications for Pickaway County. Healthcare (PCPH/ODH) tabletop exercise on February 23.

In the Matter of
Report Provided by Preston Schumacker:

The following is a summary of the report provided by Preston Schumacker, Dog Warden.

- Mr. Schumacker reported that they are down to 16 dogs housed. There were 15 visitors to the shelter last week and 5 volunteers.

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: Planning Commission: February 13th Agenda – No agenda items
- Outstanding Plats:
 - Navah Place – Cul-de-sac, Walnut Township, need proof of bond before final approval can be granted.
- Lot Splits:
 - Approved 3 lot splits in the last week, 6 open applications currently.
- CDBG: No update
- Tax Incentive Review Council - Meeting this Thursday to discuss notice letters and TIRC Board assignments.
- Scioto Solar project voted to be withdrawn.

In the Matter of
Report Provided by Marc Rogols:

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

- There were no BWC claims, or unemployment claims filed this week. Fraudulent unemployment claims remain at 2 fraudulent and 1 legit claim for 2024.
- CCAO Benefits+ roll out continues. Mr. Rogols met with Andrew Lewen and Justin Cox. Portal is being created. Organizational meetings being scheduled through JFS conference room. SERB report in progress and due January 31st. Presented CEBCO 3rd quarter report.
- Four new hire packets were sent out last week. A total of 12 new hire packets have been handed out in 2024. The part-time custodial positions were posted with no applicants. Dog Shelter Kennel Attendant position posted with six applications received. Three interviews pending. The Maintenance Worker for the Sheriff's Office re-posted with no applications. New position EMA Communications Technician posted with one application received and interviewed completed Monday, January 22nd. Deputy EMA Director position posted with three applicants. Deputy Clerk of Courts, Park District Administrative and Finance Manager and Park District Education Coordinator positions posted with applicants unknown. Accounts Payable Administrative Assistant position posted with five applicants. Auditor's Accounts Payable Clerk position posted.
- Maintenance:
 - Generators: PDI completed. Fairgrounds and courthouse (IT) today. 22 Tower, Dog Shelter, EMA inspections Thursday, January 25th. (contract).
 - Tower Decommission: Meeting January 24th at 10:00 a.m. with Scott Crawford from Pillar Innovations (WV) to look at the 56 tower and Dog Shelter tower.
 - Old Jail: Main breaker to be replaced by GV Electrical after hours.
 - Health Department Renovation: Mr. Rogols met with Jason Funderburg at WDC Group and Andy Bull on Monday, January 22nd. The Health Department received a \$144,000 grant (self-pay by 7/31/24) to be used for cosmetic updates to their lab, exam room, public restroom, and lobby. Flooring quote is pending.
- Miscellaneous:
 - Fairgrounds dump station – Mr. Rogols met with Brian Frost, Von Cremeans and Water Department staff Thursday, January 18th. Holding tanks similar to the Dog Shelter.

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- Park District: Fully moved from PDI Building. Maintenance reorganization pending. All maintenance vehicles parked inside.

In the Matter of
Report Provided by Mike Sharron:

The following is a summary of the report provided by Mike Sharron, EMA Director.

- This week Fiber Optic Line Installation for PCSO 911 Center across NS Railroad Tracks, CERT Volunteer Training Stop the Bleed with PCPH, Pickaway County CISA Assessment, PCSO 911 Center State Audit and Public Information Officer Course at Fairfield County (Wednesday – Friday).
- Next week Ashville CISA Assessment, Respiratory Protection (Gas Masks) Program Discussion with PCSO and EOC Training at Fayette County.
- General Information
 - Run card project continuing.
 - Critical Incident Debriefing project continues – developing relationship with Scioto Valley Peer Assistance Team.
 - Disaster Relief Fund – Received organizing documents from Dayton Foundation – Reviewing.
 - NIMS Training for Elected Officials – February 10, 2024
 - Started a discussion about Human Trafficking and steps we can take to mitigate this during special events in the county.
 - BOE Continuity Planning – Good discussion on Friday. Researching opportunities to partner with them.
 - Other training opportunities (see attached report for the Fire Chiefs).
- EMA Projects
 - Futurity Orion Software – Setting up a meeting with the vendor for next week.
 - PCSO fiber connection conversion – Fiber optic line crossed the railroad on Monday.
 - Homeland Security grant of \$58,804 to purchase PPE for law enforcement – approved by OEMA, coordinating with LE agencies for numbers to purchase. Determining the number of SWAT trained officers are in the county to guide purchasing of PPE. Working with an industrial hygienist to help agencies develop a respiratory protection program.
 - Radio system is being examined from top to bottom (programming, inventory, tower sites, supervision, etc.).
 - Replacement of ARES repeaters with County-owned equipment – getting quotes.
 - School safety planning with Teays Valley – Scheduling dates with Ashville and Walnut Elementary Schools.
 - April 2024 Solar Eclipse – Beginning the discussions of this event and its implications for Pickaway County. Healthcare (PCPH/ODH) tabletop exercise on February 23.
 - 911 Committee:
 - Need Commissioners’ recommendations
- Issues requiring Commissioners Support/Notification
 - Funding for Eclipse glasses for the public?

In the Matter of
Executive Session:

At 9:36 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with April Dengler, County Administrator, Marc Rogols, County Deputy Administrator, Mike Sherron, EMA Director and Angela Karr, 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: Angela Karr, Clerk

At 9:40 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No Action taken.

In the Matter of
Doug Rinehart Hired as the Emergency Management
Agency Communication Technician Position:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to hire Doug Rinehart as the part-time Emergency Management Agency Communication Technician at the recommendation of staff effective February 12, 2024. As the Emergency Management Agency Communication Technician, Mr. Rinehart shall be paid \$20.00 per hour with a six-month probationary period.

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

Attest: Angela Karr, Clerk

In the Matter of
Executive Session:

At 9:42 a.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer to enter into Executive Session pursuant to ORC §121.22 (G) (4) to discuss collective bargaining matters pertaining to the Pickaway County Sheriff's Office employees, with April Dengler, County Administrator, Marc Rogols, Deputy County Administrator, Angela Karr, Clerk and Rob Young, Clemmons Nelson 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: Angela Karr, Clerk

At 10:00 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

In the Matter of
Allocation of November 2023 Sales Tax Collections:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to allocate the November 2023 Sales Tax collections in the following manner:

\$53,871.00 to 401.0000.4121 – Capital Fund
\$1,023,547.97 to 101.0000.4121 – General Fund

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

Attest: Angela Karr, Clerk

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In the Matter of
Pickaway County Sheriff's Office
Agreement for Sale and Purchase of K-9 Joris:

The Pickaway County Sheriff's Office requested the sale of K-9 Joris to his handler, Stephen Harger. Mr. Harger's last day of employment with the Pickaway County Sheriff's Office was January 19, 2024. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the purchase of K-9 Joris upon the following agreement and Joris shall be transferred upon the receipt of purchase price of \$1.00 (purchase between January 1, 2024, and December 31, 2024.)

The Pickaway County Sheriff's Office submitted Agreement for Sale and Purchase of K-9 Joris (a 5-year-old German Shepherd) to employee. Employee is eligible to purchase the K-9 as outlined:

- \$3,600 upon Resolution by the Pickaway County Commissioners if purchased on or before December 31, 2021, or;
- \$2,400 upon Resolution by the Pickaway County Commissioners if purchased between January 1, 2020 and December 31, 2022, or;
- \$1,200 upon Resolution of the Pickaway County Commissioners if purchased between January 1, 2020 and December 31, 2023, or;
- \$1 upon Resolution by the Pickaway County Commissioners is purchased between January 1, 2024 and December 31, 2024.

Employee must tender payments to the County within seven (7) days of his off to purchase K-9. Employee's eligibility to purchase the K-9 under Parts A or B of Section I of this Agreement shall continue until the Employee separates employment from the Sheriff's Office for any reason, or the K-9 retires, whichever happens first. Delivery of the K-9 shall be made to the Employee immediately after he tenders payment to the County as outlined. The County will offer right of first refusal to Employee prior to agreeing to sell K-9 to any other party. If Employee chooses to exercise his right to purchase the dog at that time, according to the terms.

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

Attest: Angela Karr, Clerk

In the Matter of
County Administrator Report:

The following is a summary of the report provided by April Metzler, County Administrator:

- Ms. Dengler discussed a Judge Knece's spreadsheet regarding inmate cases and cost.
- Mrs. Metzler provided an update regarding the Tax Incentive Review Council meeting and appointing three representatives for the Commissioners Office and Pickaway County.
- Pre-construction meeting for Heritage Hall Siding Repair Project Wednesday, January 24th at 8:30 a.m. at the Ankrom Building.

In the Matter of
Pickaway County Commissioners' Office Appointment of
Representatives to Pickaway County Tax Incentive Review Council:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the appointment of the following representatives from the Pickaway County Commissioners Office to the Tax Incentive Review Council.

April Dengler, Pickaway County Administrator
Tim McGinnis, Pickaway County Planning and Development
Gary Scherer, Commissioner

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

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Attest: Angela Karr, Clerk

**In the Matter of
County Sheriff's Report:**

The following is a summary of the report provided by Sheriff Hafey, Pickaway County Sheriff's Office:

- Sheriff Hafey reported a house fire that involved fatalities in the Westfall School District. Investigation is still underway.
- Sheriff Hafey advised that they received the grant to purchase six additional body cameras. Audrey Welch calculated that \$360,000 in grants were received last year for the Sheriff's Office.
- Stacey Eitel's Father passed away. He was a Reserve Officer and worked under Dwight Radliff for 30 years.

**In the Matter of
Hope Valley Recovery Update
With Lindsay Juchau:**

Lindsay Juchau, Hope Valley Recovery, met with the Commissioners to provide an update. Hope Valley Recovery is one of the only facilities that handles mental help if addiction is not involved. They have seen an influx of individuals that walk in to address mental health issues. It is for ages 18 and up but with hopes to see youth services in the future. Hope Valley Recovery has a high credential for their counselor's which includes having a master's degree. They accept Medicaid, which a lot of providers do not. Ms. Juchau that Hope Valley Recovery's vision is to get individuals off of Medicaid and employed. An individual typically costs \$38,000 for services used. Hope Valley Recovery employs 150 employees in Pickaway County. Mr. Juchau explained that the clientele is mostly Pickaway County residents, but not just Pickaway County. Hope Valley Recovery has a licensed psychiatrist on hand for evaluations.

Hope Valley Recovery is working with the Pickaway County Jail to start services within the jail during incarceration so that an individual can start with services once released. Hope Valley Recovery gets their funding from Medicaid and the threshold has been lowered. They cannot get funding from ADAMH due to being profit, which is for Medicaid. Additional funds could be used to help get the in-jail services started. Hope Valley Recovery has three transitional homes, clinical transition building and the outpatient facility in town. Mr. Juchau explained that affordable housing is tough right now to find once an individual is ready to get on their feet. They are growing because the need is here to help people get the help they need and back on their feet. Ms. Juchau will be meeting with the Sheriff's Office regarding the in-jail services and will follow-up once details are finalized.

**In the Matter of
Memorial Hall Elevator
Discussion with Glen Easterday:**

Glen Easterday met with the Commissioners to revisit an elevator at Memorial Hall. Commissioner Wippel explained it has not recently been discussed, however, a new elevator would at least cost \$150,000. It would probably cost more due to the building being historical. Mr. Easterday was thinking it would be good for the community to have better access to the building. The Commissioners explained that the concern is the cost and if it would actually bring more attendance to Memorial Hall. The benefit must be worth the cost.

**In the Matter of
Ohio County Employees Retirement Plan Discussion with
Jim Carberry, Empower Advisory Board:**

Jim Carberry, Empower Advisory Board, met with the Commissioners to discuss what he has to offer to County Employees. They cover the whole state of Ohio and are ranked number one to government employees. They provide retirement readiness where they factor in your retirement, social security and other retirement plans and they give a view of what efforts they are putting in will look like in the future once they

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retire. They want to educate on all options for retirement. This is a free service they provide. The County currently has the CCAO and State plan available for employees to utilize. The CCAO plan currently changed the name from CCAO Deferred Comp to OCERS. Empower Advisory Board would like to become available to Pickaway County Employees and meet with individuals to show what they have to offer. The Commissioners suggested Mr. Carberry work with Marc Rogols to coordinate.

**In the Matter of
Executive Session:**

At 1:15 p.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (5) matters required to be kept confidential by federal law or regulations or state statutes; with Chris Mullins, County Engineer, April Dengler, County Administrator, Marc Rogols, County Deputy Administrator and Angela Karr, 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: Angela Karr, Clerk

At 1:18 p.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: Angela Karr, Clerk

No Action taken.

**In the Matter of
Sunnyside Drainage Ditch Improvement
Final Public Hearing:**

Upon discussion with County Engineer, Chris Mullins, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to move forward with the Sunnyside Drainage Improvement project accordingly. Total project cost estimated at \$93,038.46 and \$4,651.92 for 5% first year maintenance, totaling \$97,690.38.

The project will be advertised in the paper and posted on the county website. Bids will be opened mid-February, first of March and project will be completed mid-June. The landowners will be informed and requesting their form of intent to pay assessment.

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

Attest: Angela Karr, Clerk

**In the Matter of
Transportation Improvement District Meeting:**

The Transportation Improvement District Board met for their quarterly meeting. Minutes taken by Board.

**In the Matter of
Executive Session:**

At 2:05 p.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (8) to consider confidential

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information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Tim Colburn, P3, April Dengler, County Administrator, Marc Rogols, Deputy County Administrator, Tim McGinnis, Planning and Development and Angela Karr, 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: Angela Karr, Clerk

At 2:15 p.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

In the Matter of
Pickaway County District Library
Discussion with Caryn Koch-Esterline:

Caryn Koch-Esterline met with the Commissioners to provide an update of the Pickaway County District Library Board decision to relocate a book from the children's section. Mrs. Esterline explained how the Board members voted regarding the subject and how they come to their decision. A committee was formed to review and write policy and Mrs. Esterline was given documents that Drew Wichterman, Pickaway County District Library Director, prepared for the committee. Mrs. Esterline feels those should only be prepared by the committee. Mrs. Esterline also addressed that it has been stated that someone from the community that wants to speak at their meetings has to give 24-hour notice to the library staff or they cannot speak at the meeting.

In the Matter of
Executive Session:

At 2:40 p.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (8) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Tim Colburn, P3, April Dengler, County Administrator, Marc Rogols, Deputy County Administrator, Tim McGinnis, Planning and Development and Angela Karr, 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: Angela Karr, Clerk

At 2:59 p.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

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

Attest: Angela Karr, Clerk

No action taken.

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In the Matter of
Resolution Approving First Amendment To
Pickaway County Northern Industrial Area
Community Reinvestment Area Agreement:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-7

FIRST AMENDMENT TO PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA
COMMUNITY REINVESTMENT AREA AGREEMENT

This amendment (the “First Amendment”) to the Pickaway County Northern Industrial Area Community Reinvestment Area (CRA) Agreement fully executed on October 8, 2019 (“Original CRA Agreement”) between Pickaway County, Ohio (“County”) and CTR Rickenbacker DevCo, LLC, a Delaware limited liability company (“DevCo”), to provide a real property tax abatement in consideration for planned capital investment and job creation tied to a planned industrial park clarifies certain facts about the Original CRA Agreement and subsequent assignments of the Original CRA Agreement. A true and accurate copy of the Original CRA Agreement is attached hereto as Exhibit A-1. The parties to this Amendment include the County, DevCo, W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company (“Land Holdings”), W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C., a Delaware limited liability company (“Phase 1 Owner”), W-CTR Rickenbacker Phase 2 Owner VIII, L.L.C., a Delaware limited liability company (“Phase 2 Owner”) , and Rickenbacker Owner LLC, a Delaware limited liability company (“Rickenbacker Owner”) which, as described in this First Amendment, each are entities that, except as described below, currently own, or previously owned, specific portions of the “Madison Township Land” as that term is defined in the Original CRA Agreement.

DECLARATION OF FACTS.

A. Assignment of the Original CRA Agreement to Land Holdings and Phase 1 Owner. At the time of execution of the Original CRA Agreement, DevCo did not hold title to the real property described in the Original CRA Agreement. DevCo never held legal title to any of the Madison Township Land. On November 26, 2019, the Original CRA Agreement was assigned by DevCo to (i) Land Holdings, with respect to the real property (the “Land Holdings Property”) legally described in that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement (the “Land Holdings Assignment Agreement”) dated November 26, 2019, a copy of which is attached hereto as Exhibit A-2, and (ii) Phase 1 Owner, with respect to the real property (the “Phase 1 Property”) legally described in that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement (the “Phase 1 Assignment Agreement”) dated November 26, 2019, a copy of which is attached hereto as Exhibit A-3. An affiliate of DevCo is a joint venture partner in the ownership structure of Land Holdings and W-CTR Phase 1 Owner.

Land Holdings acquired title to the Land Holdings Property pursuant to certain deeds recorded December 11, 2019 as instrument nos. 201900007587, 201900007588, and 201900007589 in the records of the Pickaway County recorder. Phase 1 Owner acquired title to the Phase 1 Property pursuant to certain deeds recorded December 11, 2019 as instrument nos. 201900007584, 201900007585, and 201900007586 in the records of the Pickaway County recorder.

B. Assignment of the Phase 1 Assignment Agreement to Rickenbacker Owner. On October 12, 2021, in connection with the conveyance of the Phase 1 Property by Phase 1 Owner to Rickenbacker Owner LLC, a Delaware limited liability (“Rickenbacker Owner”) pursuant to that certain deed recorded November 5, 2021 as instrument no. 202100009739 in the records of the Pickaway County recorder, Phase 1 Owner assigned its interests in the Original CRA Agreement with respect to the Phase 1 Property to Rickenbacker Owner pursuant to that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement (the Rickenbacker Owner Assignment Agreement”) dated October 12, 2021, a copy of which is attached here as Exhibit A-4.

C. Assignment of the Land Holdings Assignment Agreement to Phase 2 Owner. Pursuant to that certain deed recorded November 29, 2021 as instrument no. 202100010375 in the records of the Pickaway

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PICKAWAY COUNTY, OHIO

County recorder (the “Phase 2 Deed”), Land Holdings conveyed that portion of the Land Holdings Property legally described in the Phase 2 Deed (the “Phase 2 Property”) to W-CTR Rickenbacker Phase 2 Owner VIII, L.L.C., a Delaware limited liability company (“Phase 2 Owner”) and at the time wholly owned by Land Holdings. The parties agree that the Land Holdings Assignment Agreement should have been assigned to Phase 2 owner at that time, but the Land Holdings Assignment Agreement was not assigned. Concurrent with this amendment, Land Holdings partially assigned its interests in the Original CRA Agreement to Phase 2 Owner with respect to the Phase 2 Property pursuant to the Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement (the “Phase 2 Assignment Agreement”) attached hereto as Exhibit A-5.

The signing parties below recognize and agree that notwithstanding DevCo’s execution of the Original CRA Agreement, Land Holdings and W-CTR Phase 1 Owner are hereby recognized as original parties to the Original CRA Agreement as if such parties executed the Original CRA Agreement and at all times the Original CRA Agreement (as assigned from time to time) has and continues to remain in effect.

The parties signing below agree with this declaration of facts and agrees that the Original CRA Agreement should be amended to reflect the declaration of facts outlined in this First Amendment. Additionally, the parties specifically ratify and acknowledge the validity of the Land Holdings Assignment Agreement, the Phase 1 Assignment Agreement, the Rickenbacker Owner Assignment Agreement, and the Phase 2 Assignment Agreement.

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Pickaway County Northern Industrial
Area Community Reinvestment Area Agreement
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C. And
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-8

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA
COMMUNITY REINVESTMENT AREA AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the “Effective Date”) by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Pickaway County Northern Industrial Area Reinvestment Area Agreement dated October 8, 2019, by and between the County and CTR Rickenbacker DevCo LLC (“Original Declarant”), as assigned by Original Declarant to Assignor (collectively, the “Community Reinvestment Act Agreement”).

WITNESSETH THAT:

WHEREAS, Assignee previously acquired from Assignor approximately 47.054 acres of land located within Madison Township (the “Madison Township Land”), on which Assignee constructed a 598,975 SF industrial facility and related site improvements (collectively with the Madison Township Land, the “Project” or “Transferred Property”, with each individual building within the Project and its related site improvements

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PICKAWAY COUNTY, OHIO

hereinafter referred to as a “Building”) as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee intends to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an “Owner”; collectively the “Owners”), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a “Company”; collectively the “Companies”); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District (the “School District” or the “Board”);

WHEREAS, the Board on March 25, 2019 adopted a resolution approving a Community Reinvestment Area and Tax Increment Financing Exemption based a Compensation Agreement agreed to by the School District and the Assignor or its affiliate, and as assigned to Assignee in connection herewith;

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County by Resolution No. PC-012324-8, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement.

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 Effective Date, 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 an 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-18, if any, of the Community Reinvestment Act Agreement.
2. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).
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, by virtue of County Resolution No. PC-070219-1 passed July 2, 2019, the County and Assignor approved and created the Community Reinvestment Act Agreement which provides for specific investments from the Assignee to County 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 Community Reinvestment Act Agreement.
4. 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 tax 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, including, but not limited to, the commitment of the County not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee.
5. Notices with respect to this Agreement shall be addressed as follows:

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PICKAWAY COUNTY, OHIO

If to Teays Valley: Teays Valley Local School District
385 Circleville Avenue
Ashville, OH 43103
Attn: Treasurer

If to Assignor or Assignee: W-CTR Rickenbacker Land Holdings VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

6. From and after the Effective Date, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C.,
a Delaware limited liability company

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

TUESDAY, JANUARY 23, 2024
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By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

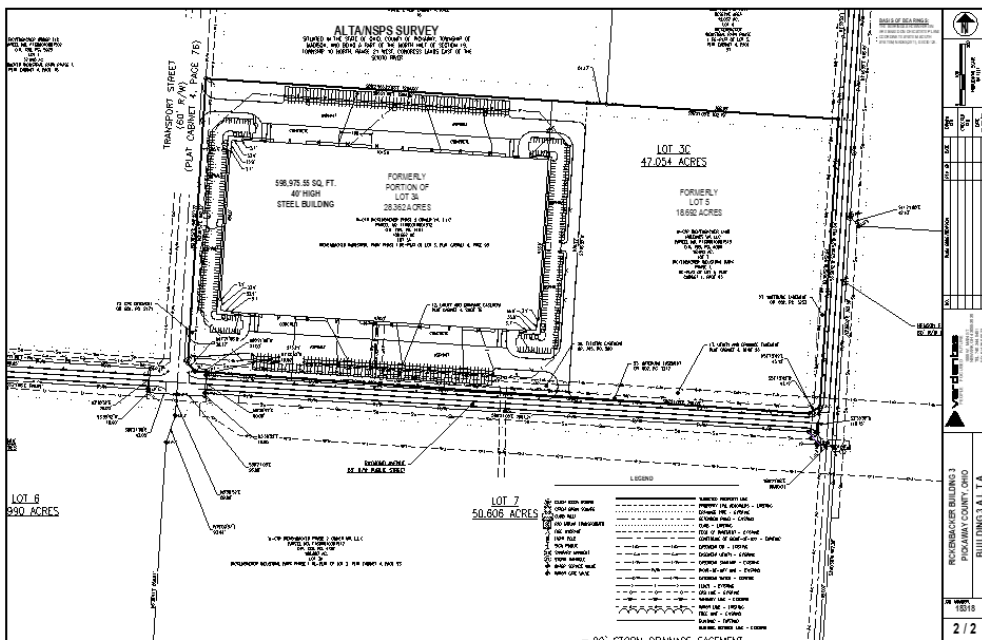
By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 47.054 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison, and being a part of Section 19 Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 3C of the Subdivision Plat for Rickenbacker Industrial Park Phase I Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument Number 202300005945 and Plat Cabinet 5, Page 39 in the Recorder s' Office, Pickaway County, Ohio.

Address: 10302 Transport Street, Groveport, OH 43125



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

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption Agreement with W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., W-CTR
RICKENBACKER LAND HOLDINGS VIII, L.L.C and
Board of Education of the Eastland-Fairfield Career & Technical Schools:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-9

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Compensation Agreement dated April 17, 2019 (the "Compensation Agreement"), by and among the County, the Board of Education of the Eastland-Fairfield Career & Technical Schools, Franklin County, Ohio, a school district and political subdivision of the State of Ohio (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to Assignor pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019.

Resolution No. PC-012324-9

WITNESSETH THAT:

WHEREAS, Assignee previously purchased from Assignor approximately 47.054 acres of land located within Madison Township (the "Madison Township Land"), on which Assignee constructed a 598,975 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District ("Eastland-Fairfield") and in the Teays Valley Local School District;

WHEREAS, the Board, on April 17, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Eastland-Fairfield Resolution") on the condition that the Board, the County, and Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-8, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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, the parties hereto agree as follows:

4. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-8, if any, of the Compensation Agreement.

5. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

6. 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, by virtue of the Eastland-Fairfield Resolution, Eastland-Fairfield and Assignor approved and created the Compensation Agreement which 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.

7. 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee 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.

8. Notices with respect to this Agreement shall be addressed as follows:

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

If to Assignor or Assignee: W-CTR Rickenbacker Land Holdings, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the County: Pickaway County
121 West Franklin Street

TUESDAY, JANUARY 23, 2024
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PICKAWAY COUNTY, OHIO

Circleville, Ohio 43113
Attn: Tim McGinnis,
Development & Planning Director

9. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C.,
a Delaware limited liability company

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,

**TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

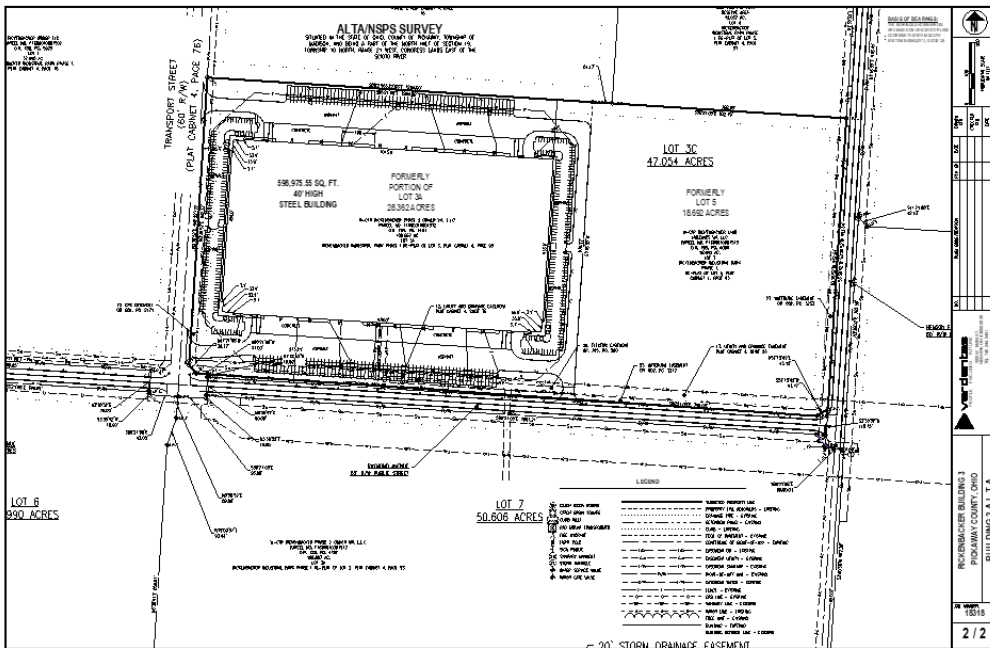
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

**Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 47.054 ACRE TRACT**

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 3C of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 10302 Transport Street, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

**In the Matter of
Resolution Approving Partial Assignment and
Assumption of Maddison Township Project Compensation Agreement with
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C and
Board of Education of the Teays Valley Local School District:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-10

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF
MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT**

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

This PARTIAL ASSIGNMENT AND ASSUMPTION OF MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Madison Township Project Compensation Agreement dated March 25, 2019 (the "Compensation Agreement"), by and among the County, 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 (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to Assignor pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019.

WITNESSETH THAT:

Resolution No. PC-012324-10

WHEREAS, Assignee purchased from Assignor approximately 47.054 acres of land located within Madison Township (the "Madison Township Land"), on which Assignee constructed a 598,975 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District;

WHEREAS, the Board, on March 25, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Teays Valley Resolution") on the condition that the Board, the County, and the Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by PC-012324-8, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

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, the parties hereto agree as follows:

7. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-9 of the Compensation Agreement.

8. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

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OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

9. 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, by virtue of the Teays Valley Resolution, the Teays Valley Local School District and Assignor approved and created the Compensation Agreement which 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.

10. The County and the Teays Valley Local School District 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the Compensation Agreement, including, but not limited to, the commitment of the County and Teays Valley Local School District not to terminate or modify the terms of the Compensation Agreement without the consent of Assignee.

11. Notices with respect to this Agreement shall be addressed as follows:

If to Teays Valley:	Teays Valley Local School District 385 Circleville Avenue Ashville, OH 43103 Attn: Treasurer
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If to Assignor or Assignee:	W-CTR Rickenbacker Phase 2 Owner VIII, L.L.C. 900 North Michigan Avenue, Suite 1900 Chicago, Illinois 60611 Attn: James Holmes
-----------------------------	---

With a copy to:	Greenberg Traurig 77 West Wacker Drive, Suite 3100 Chicago, IL 60601 Attention: Benjamin Householder
-----------------	---

With a copy to:	Montrose Law Firm, LLC 100 East Broad Street, Suite 2320 Columbus, Ohio 43215 Attn: David J. Robinson, Counsel
-----------------	---

If to the County:	Pickaway County 121 West Franklin Street Circleville, Ohio 43113 Attn: Tim McGinnis, Development & Planning Director
-------------------	--

12. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C.,
a Delaware limited liability company

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,

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PICKAWAY COUNTY, OHIO

a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

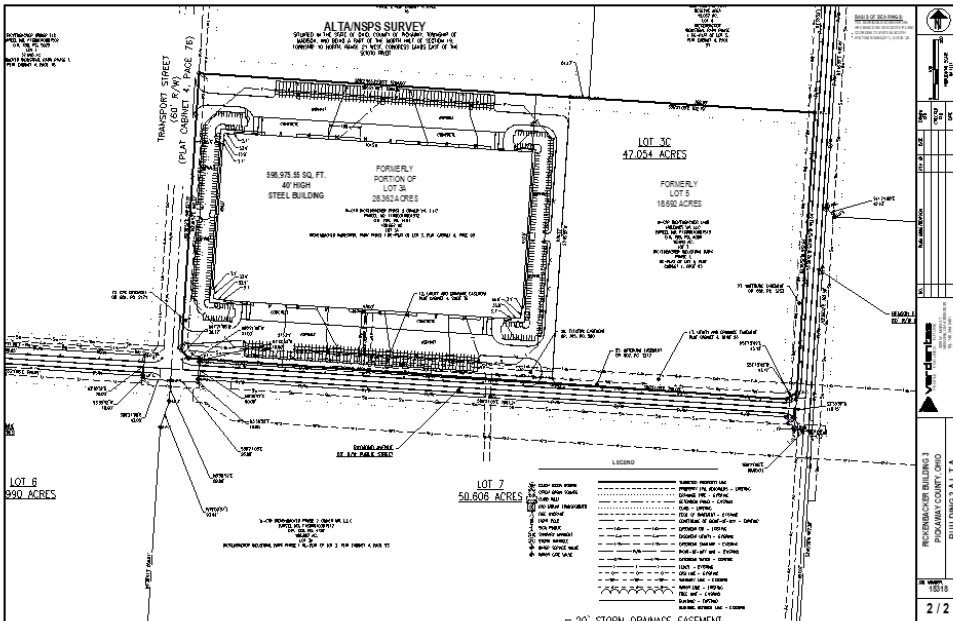
By: _____
Name: James Holmes
Title: Vice President

DESCRIPTION FOR AN APPROXIMATELY 47.054 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 3C of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 10302 Transport Street, Groveport, OH 43125

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PICKAWAY COUNTY, OHIO



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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Pickaway County Northern Industrial Area
Community Reinvestment Area Agreement with
COLUMBUS TRANSPORT STREET IND LLC and
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-11

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA
COMMUNITY REINVESTMENT AREA AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Pickaway County Northern Industrial Area Reinvestment Area Agreement dated October 8, 2019, by and between the County and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company ("Land Holdings") pursuant to that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement by and among Original Declarant and Assignor dated November 26, 2019, and as further assigned by Land Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement dated January 23, 2024 (collectively, the "Community Reinvestment Act Agreement").

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 47.054 acres of land located within Madison Township (the "Madison Township Land"), on which Assignor constructed a 598,975 SF industrial facility

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and related site improvements (collectively with the Madison Township Land, the “Project” or “Transferred Property”, with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”) as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee intends to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an “Owner”; collectively the “Owners”), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a “Company”; collectively the “Companies”); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District (the “School District” or the “Board”);

WHEREAS, the Board on March 25, 2019 adopted a resolution approving a Community Reinvestment Area and Tax Increment Financing Exemption based a Compensation Agreement agreed to by the School District and the Assignor or its affiliate, and as assigned to Assignee in connection herewith;

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County by Resolution No. PC-012324-11, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement.

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:

10. From and after the Effective Date, 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 an 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-18, if any, of the Community Reinvestment Act Agreement.

11. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

12. 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, by virtue of County Resolution No. PC-070219-1 passed July 2, 2019, the County and Assignor approved and created the Community Reinvestment Act Agreement which provides for specific investments from the Assignee to County 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 Community Reinvestment Act Agreement.

13. 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 tax 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, including, but not limited to, the commitment of the County not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee.

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14. Notices with respect to this Agreement shall be addressed as follows:

If to Teays Valley: Teays Valley Local School District
385 Circleville Avenue
Ashville, OH 43103
Attn: Treasurer

If to Assignor: W-CTR Rickenbacker Phase 2 Owner VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

If to Assignee: Columbus Transport Street IND LLC
c/o State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Attention: Liz Stevens

With a copy to: MetLife Investment Management, LLC
125 S. Wacker, Suite 1100
Chicago, IL 60606
Attention: Eric McCoskey

15. From and after the Effective Date, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

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By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

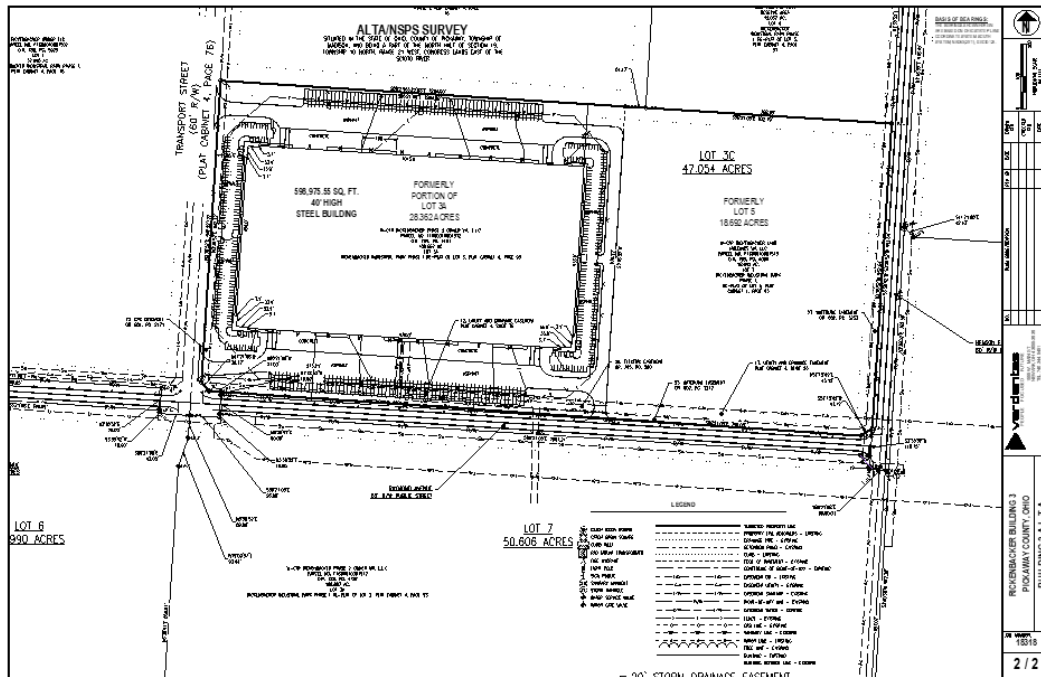
ASSIGNEE:

COLUMBUS TRANSPORT STREET IND LLC
a Delaware limited liability company

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 47.054 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison, and being a part of Section 19 Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 3C of the Subdivision Plat for Rickenbacker Industrial Park Phase I Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument Number 202300005945 and Plat Cabinet 5, Page 39 in the Recorder s' Office, Pickaway County, Ohio.

Address: 10302 Transport Street, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Compensation Agreement with
COLUMBUS TRANSPORT STREET IND LLC,
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C and
Board of Education of the Eastland-Fairfield Career & Technical Schools:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-12

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Compensation Agreement dated April 17, 2019 (the "Compensation Agreement"), by and among the County, the Board of Education of the Eastland-Fairfield Career & Technical Schools, Franklin County, Ohio, a school district and political subdivision of the State of Ohio (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company ("Land Holdings") pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019, and as further assigned by Land Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Land Holdings and Assignor dated January 23, 2024.

Resolution No. PC-012324-12

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 47.054 acres of land located within Madison Township (the "Madison Township Land"), on which Assignor constructed a 598,975 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District ("Eastland-Fairfield") and in the Teays Valley Local School District;

WHEREAS, the Board, on April 17, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Eastland-Fairfield Resolution") on the condition that the Board, the County, and Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-11, passed January 23, 2024 has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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, the parties hereto agree as follows:

13. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-8, if any, of the Compensation Agreement.

14. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

15. 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, by virtue of the Eastland-Fairfield Resolution, Eastland-Fairfield and Assignor approved and created the Compensation Agreement which 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.

16. 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee 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.

17. Notices with respect to this Agreement shall be addressed as follows:

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

If to Assignor: W-CTR Rickenbacker Phase 2 Owner, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the County: Pickaway County

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PICKAWAY COUNTY, OHIO

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

If to Assignee: Columbus Transport Street IND LLC
c/o State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Attention: Liz Stevens

With a copy to: MetLife Investment Management, LLC
125 S. Wacker, Suite 1100
Chicago, IL 60606
Attention: Eric McCoskey

18. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

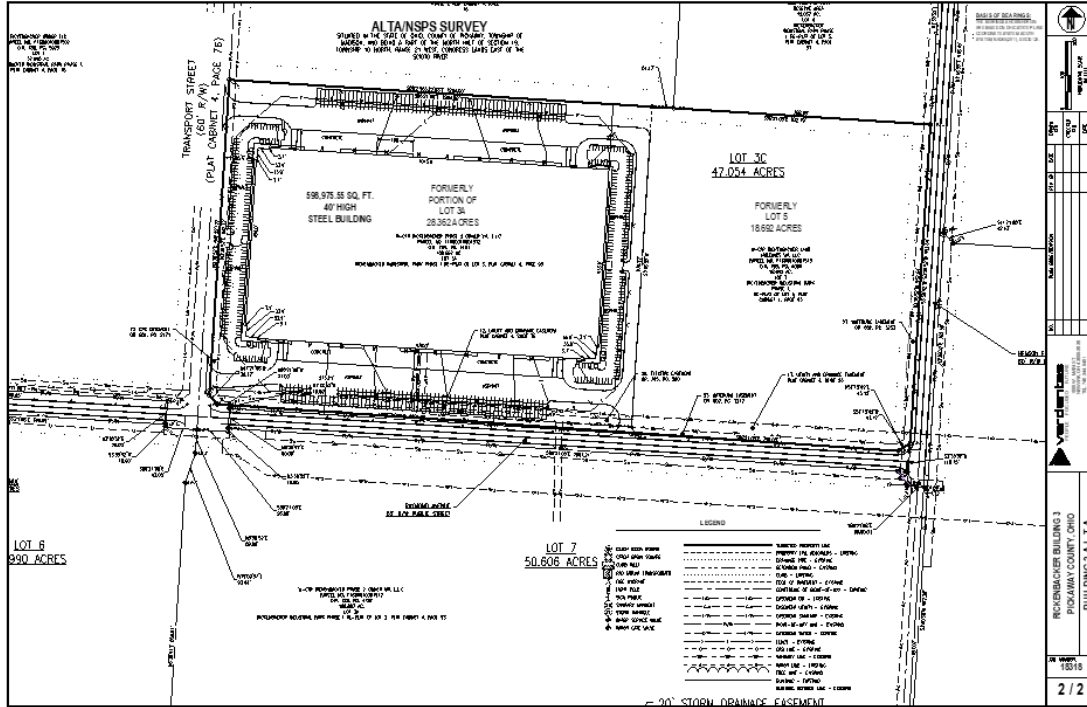
Columbus Transport Street IND LLC
a Delaware limited liability company

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 47.054 ACRE TRACT

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Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 3C of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 10302 Transport Street, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Maddison Township Project Compensation Agreement with
COLUMBUS TRANSPORT STREET IND LLC,
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C and
Board of Education of the Teays Valley Local School District:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-13

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C, a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Madison Township Project Compensation Agreement dated March 25, 2019 (the "Compensation Agreement"), by and among the County, 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 (the "Board"), and CTR Rickenbacker DevCo

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LLC (“Original Declarant”), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company (“Land Holdings”) pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Original Declarant and Land Holdings dated November 26, 2019, and as further assigned by Land Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Land Holdings and Assignor dated January 23, 2024.

WITNESSETH THAT: Resolution No. PC-012324-13

WHEREAS, Assignor purchased approximately 47.054 acres of land located within Madison Township (the “Madison Township Land”), on which Assignor constructed a 598,975 SF industrial facility and related site improvements (collectively with the Madison Township Land, the “Project” or “Transferred Property” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”) as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an “Owner”; collectively, the “Owners”), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District;

WHEREAS, the Board, on March 25, 2019, adopted a resolution approving the CRA and TIF Exemption (the “Teays Valley Resolution”) on the condition that the Board, the County, and the Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-11, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

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, the parties hereto agree as follows:

16. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-9 of the Compensation Agreement.

17. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

18. 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, by virtue of the Teays Valley Resolution, the Teays Valley Local School District and Assignor approved and created the Compensation Agreement which provides for specific payments from the Assignee to Teays Valley in compensation for the award of economic development incentives for the Project.

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PICKAWAY COUNTY, OHIO

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.

19. The County and the Teays Valley Local School District 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the Compensation Agreement, including, but not limited to, the commitment of the County and Teays Valley Local School District not to terminate or modify the terms of the Compensation Agreement without the consent of Assignee.

20. Notices with respect to this Agreement shall be addressed as follows:

If to Teays Valley: Teays Valley Local School District
385 Circleville Avenue
Ashville, OH 43103
Attn: Treasurer

If to Assignor: W-CTR Rickenbacker Phase 2 Owner VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

If to Assignee: Columbus Transport Street IND LLC
c/o State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Attention: Liz Stevens

With a copy to: MetLife Investment Management, LLC
125 S. Wacker, Suite 1100
Chicago, IL 60606
Attention: Eric McCoskey

21. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

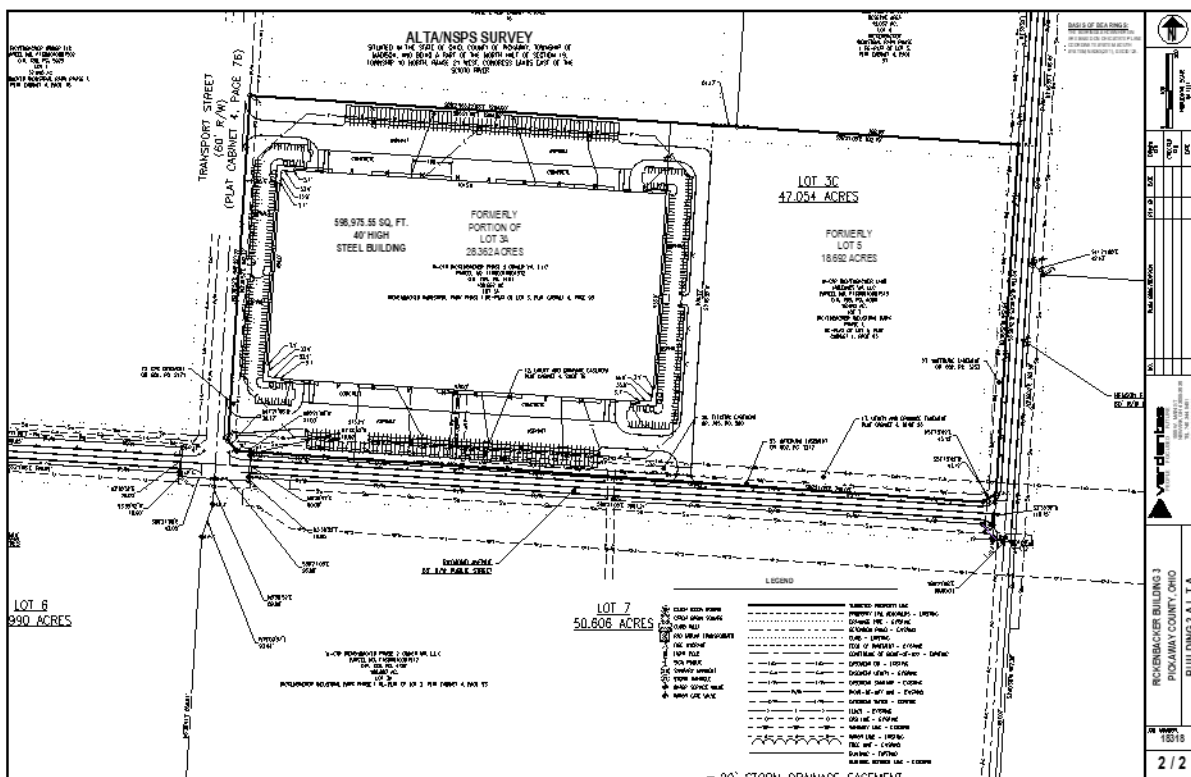
ASSIGNEE:

Columbus Transport Street IND LLC
a Delaware limited liability company

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 47.054 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 3C of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 10302 Transport Street, Groveport, OH 43125



TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Pickaway County Northern Industrial Area
Community Reinvestment Area Agreement with
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C. and
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-14

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA
COMMUNITY REINVESTMENT AREA AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Pickaway County Northern Industrial Area Reinvestment Area Agreement dated October 8, 2019, by and between the County and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to Assignor (collectively, the "Community Reinvestment Act Agreement").

WITNESSETH THAT:

WHEREAS, Assignee previously acquired from Assignor approximately 21.5 acres of land located within Madison Township (the "Madison Township Land"), on which Assignee constructed a 412,364 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property", with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee intends to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District (the "School District" or the "Board");

WHEREAS, the Board on March 25, 2019 adopted a resolution approving a Community Reinvestment Area and Tax Increment Financing Exemption based a Compensation Agreement agreed to by the School District and the Assignor or its affiliate, and as assigned to Assignee in connection herewith;

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County by Resolution No. PC-012324-14, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement.

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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:

19. From and after the Effective Date, 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 an 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-18, if any, of the Community Reinvestment Act Agreement.

20. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

21. 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, by virtue of County Resolution No. PC-070219-1 passed July 2, 2019, the County and Assignor approved and created the Community Reinvestment Act Agreement which provides for specific investments from the Assignee to County 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 Community Reinvestment Act Agreement.

22. 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 tax 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, including, but not limited to, the commitment of the County not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee.

23. Notices with respect to this Agreement shall be addressed as follows:

If to Teays Valley: Teays Valley Local School District
385 Circleville Avenue
Ashville, OH 43103
Attn: Treasurer

If to Assignor or Assignee: W-CTR Rickenbacker Land Holdings VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the County: Pickaway County

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

24. From and after the Effective Date, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C.,
a Delaware limited liability company

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

**TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

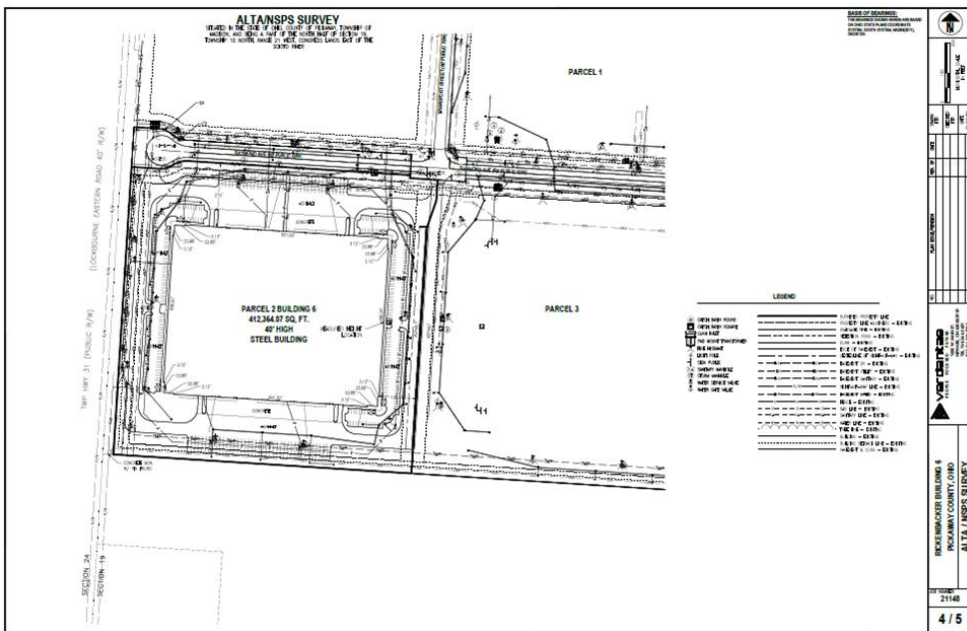
By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

**Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 21.5 ACRE TRACT**

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 6 of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 4023 Raymond Avenue, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

**In the Matter of
Resolution Approving Partial Assignment and
Assumption of Compensation Agreement with
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C and
Board of Education of the Eastland-Fairfield Career & Technical Schools:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-15

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF**

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Compensation Agreement dated April 17, 2019 (the "Compensation Agreement"), by and among the County, the Board of Education of the Eastland-Fairfield Career & Technical Schools, Franklin County, Ohio, a school district and political subdivision of the State of Ohio (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to Assignor pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019.

Resolution No. PC-012324-15

WITNESSETH THAT:

WHEREAS, Assignee previously purchased from Assignor approximately 21.5 acres of land located within Madison Township (the "Madison Township Land"), on which Assignee constructed a 412,364 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District ("Eastland-Fairfield") and in the Teays Valley Local School District;

WHEREAS, the Board, on April 17, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Eastland-Fairfield Resolution") on the condition that the Board, the County, and Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-14, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

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, the parties hereto agree as follows:

22. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-8, if any, of the Compensation Agreement.

23. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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).

24. 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, by virtue of the Eastland-Fairfield Resolution, Eastland-Fairfield and Assignor approved and created the Compensation Agreement which 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.

25. 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee 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.

26. Notices with respect to this Agreement shall be addressed as follows:

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

If to Assignor or Assignee: W-CTR Rickenbacker Land Holdings, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

27. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C.,
a Delaware limited liability company

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

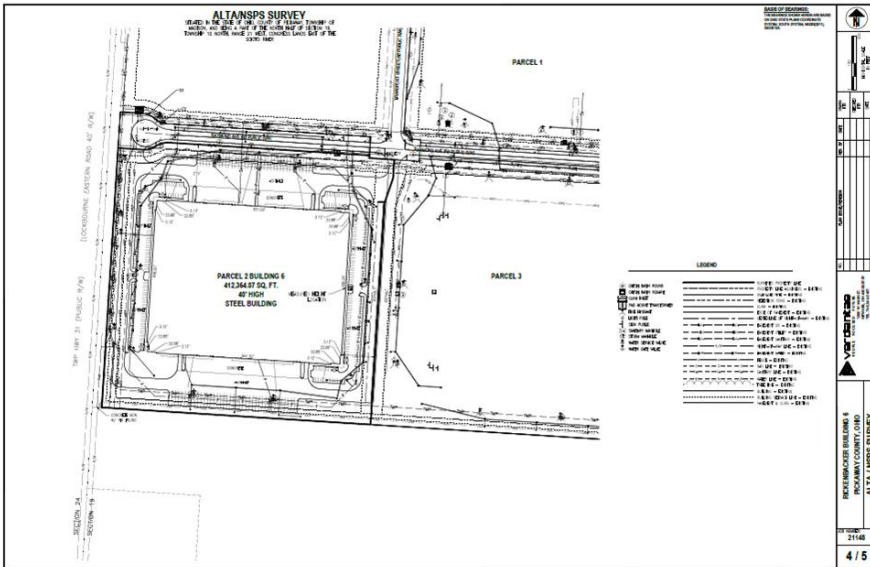
By: _____
Name: James Holmes
Title: Vice President

Exhibit A
DESCRIPTION FOR AN APPROXIMATELY 21.5 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 6 of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 4023 Raymond Avenue, Groveport, OH 43125

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO



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

Attest: Angela Karr, Clerk

**In the Matter of
Resolution Approving Partial Assignment and
Assumption of Maddison Township Project Compensation Agreement with
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C and
Board of Education of the Teays Valley Local School District:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-16

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF
MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION OF MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Madison Township Project Compensation Agreement dated March 25, 2019 (the "Compensation Agreement"), by and among the County, 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 (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to Assignor pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019.

WITNESSETH THAT:

Resolution No. PC-012324-16

WHEREAS, Assignee purchased from Assignor approximately 21.5 acres of land located within Madison Township (the "Madison Township Land"), on which Assignee constructed a 412,364 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

If to Assignor or Assignee: W-CTR Rickenbacker Phase 2 Owner VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

30. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C.,
a Delaware limited liability company

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

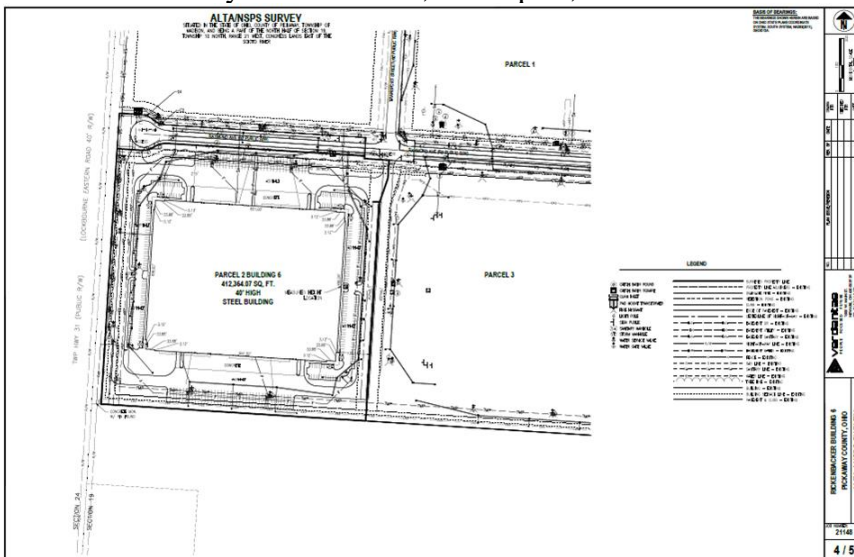
Exhibit A

Transferred Property

DESCRIPTION FOR AN APPROXIMATELY 21.5 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 6 of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 4023 Raymond Avenue, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Pickaway County Northern Industrial Area
Community Reinvestment Area Agreement with
COLUMBUS TRANSPORT STREET IND LLC and
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-17

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA
COMMUNITY REINVESTMENT AREA AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C, a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Pickaway County Northern Industrial Area Reinvestment Area Agreement dated October 8, 2019, by and between the County and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company ("Land Holdings") pursuant to that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement by and among Original Declarant and Assignor dated November 26, 2019, and as further assigned by Land Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement dated January 23, 2024 (collectively, the "Community Reinvestment Act Agreement").

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 21.5 acres of land located within Madison Township (the "Madison Township Land"), on which Assignor constructed a 412,364 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property", with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee intends to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District (the "School District" or the "Board");

WHEREAS, the Board on March 25, 2019 adopted a resolution approving a Community Reinvestment Area and Tax Increment Financing Exemption based a Compensation Agreement agreed to by the School District and the Assignor or its affiliate, and as assigned to Assignee in connection herewith;

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County by Resolution No. PC-012324-17, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement.

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

If to Assignee: Columbus Transport Street IND LLC
c/o State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Attention: Liz Stevens

With a copy to: MetLife Investment Management, LLC
125 S. Wacker, Suite 1100
Chicago, IL 60606
Attention: Eric McCoskey

33. From and after the Effective Date, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

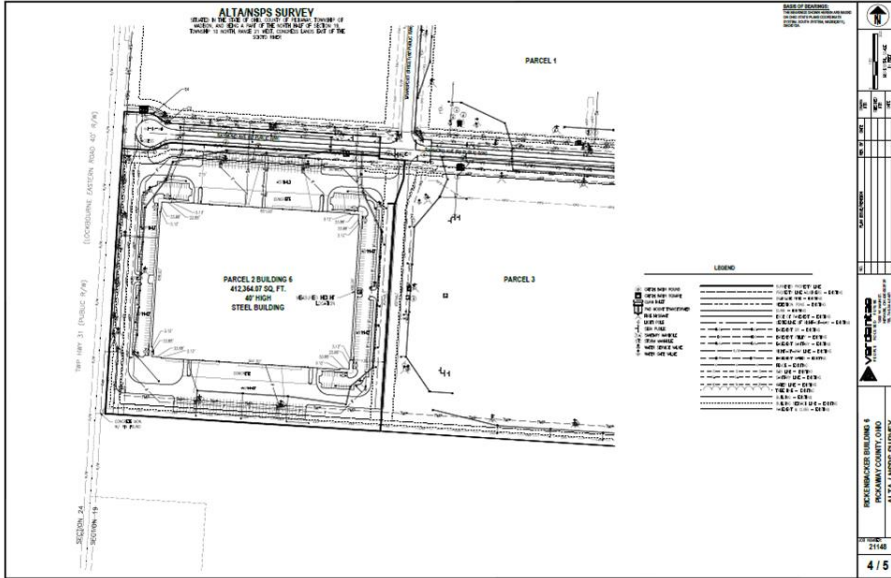
COLUMBUS TRANSPORT STREET IND LLC
a Delaware limited liability company

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 21.5 ACRE TRACT

**TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO**

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 6 of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 4023 Raymond Avenue, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

**In the Matter of
Resolution Approving Partial Assignment and
Assumption Compensation Agreement with
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C and
Board of Education of the Eastland-Fairfield Career & Technical Schools:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-18

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF
COMPENSATION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION OF COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Compensation Agreement dated April 17, 2019 (the "Compensation Agreement"), by and among the County, the Board of Education of the Eastland-Fairfield Career & Technical Schools, Franklin County, Ohio, a school district and political subdivision of the State of Ohio (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company ("Land Holdings") pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019, and as further assigned by Land

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Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Land Holdings and Assignor dated January 23, 2024.

Resolution No. PC-012324-18

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 21.5 acres of land located within Madison Township (the "Madison Township Land"), on which Assignor constructed a 412,364 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District ("Eastland-Fairfield") and in the Teays Valley Local School District;

WHEREAS, the Board, on April 17, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Eastland-Fairfield Resolution") on the condition that the Board, the County, and Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-17, passed January 23, 2024 has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

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, the parties hereto agree as follows:

31. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-8, if any, of the Compensation Agreement.

32. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

33. 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, by virtue of the Eastland-Fairfield Resolution, Eastland-Fairfield and Assignor approved and created the Compensation Agreement which 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.

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34. 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee 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.

35. Notices with respect to this Agreement shall be addressed as follows:

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

If to Assignor: W-CTR Rickenbacker Phase 2 Owner, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

If to Assignee: Columbus Transport Street IND LLC
c/o State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Attention: Liz Stevens

With a copy to: MetLife Investment Management, LLC
125 S. Wacker, Suite 1100
Chicago, IL 60606
Attention: Eric McCoskey

36. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

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By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

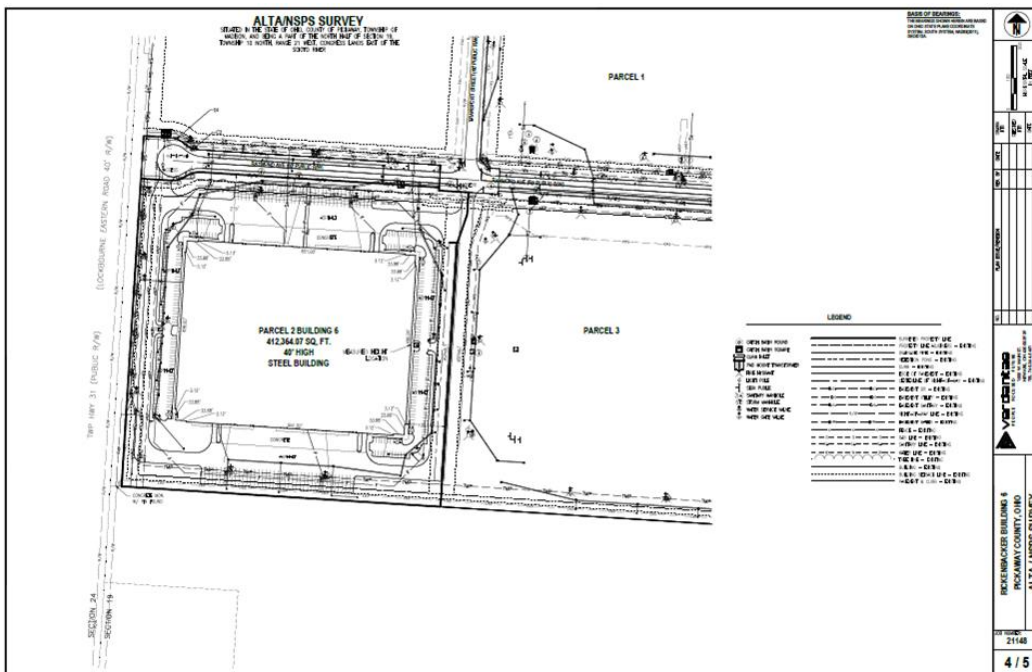
ASSIGNEE:

Columbus Transport Street IND LLC
a Delaware limited liability company

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 21.5 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 6 of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 4023 Raymond Avenue, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Maddison Township Project Compensation Agreement with
COLUMBUS TRANSPORT STREET IND LLC,
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C
Board of Education of the Teays Valley Local School District:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-19

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C, a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Madison Township Project Compensation Agreement dated March 25, 2019 (the "Compensation Agreement"), by and among the County, 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 (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company ("Land Holdings") pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Original Declarant and Land Holdings dated November 26, 2019, and as further assigned by Land Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Land Holdings and Assignor dated January 23, 2024.

Resolution No. PC-012324-19

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 21.5 acres of land located within Madison Township (the "Madison Township Land"), on which Assignor constructed a 412,364 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District;

WHEREAS, the Board, on March 25, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Teays Valley Resolution") on the condition that the Board, the County, and the Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-17, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and

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obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

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, the parties hereto agree as follows:

34. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-9 of the Compensation Agreement.

35. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

36. 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, by virtue of the Teays Valley Resolution, the Teays Valley Local School District and Assignor approved and created the Compensation Agreement which 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.

37. The County and the Teays Valley Local School District 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the Compensation Agreement, including, but not limited to, the commitment of the County and Teays Valley Local School District not to terminate or modify the terms of the Compensation Agreement without the consent of Assignee.

38. Notices with respect to this Agreement shall be addressed as follows:

If to Teays Valley: Teays Valley Local School District
385 Circleville Avenue
Ashville, OH 43103
Attn: Treasurer

If to Assignor: W-CTR Rickenbacker Phase 2 Owner VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

If to Assignee: Columbus Transport Street IND LLC
c/o State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Attention: Liz Stevens

With a copy to: MetLife Investment Management, LLC
125 S. Wacker, Suite 1100
Chicago, IL 60606
Attention: Eric McCoskey

39. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

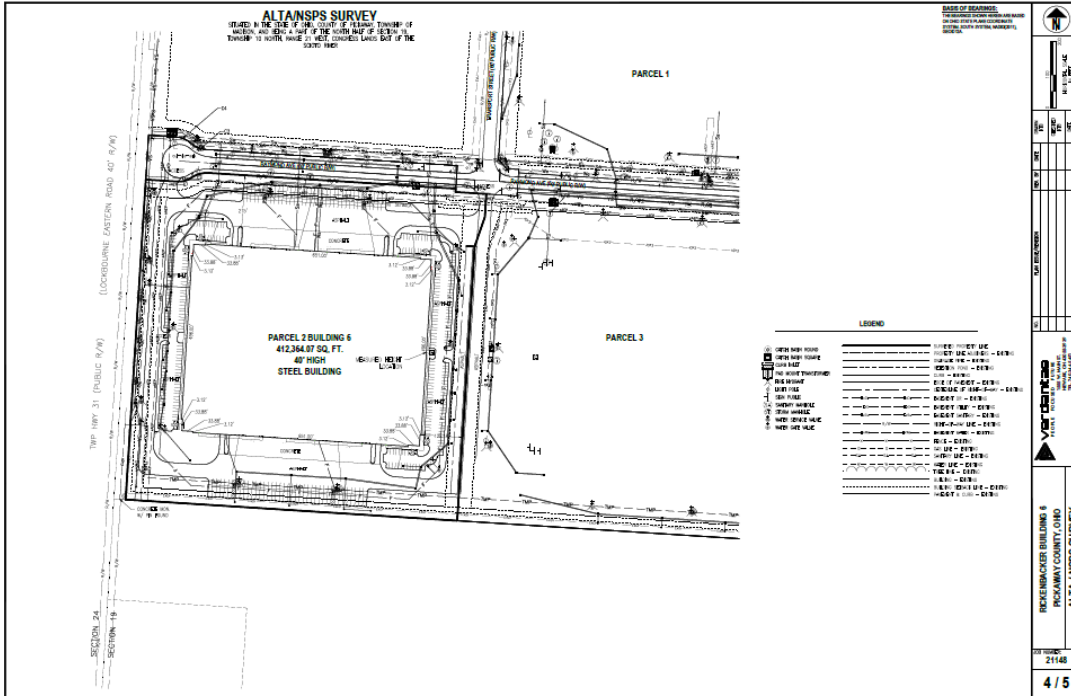
Columbus Transport Street IND LLC
a Delaware limited liability company

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 21.5 ACRE TRACT

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 6 of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 4023 Raymond Avenue, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Pickaway County Northern Industrial
Area Community Reinvestment Area Agreement with
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C. and
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-20

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA
COMMUNITY REINVESTMENT AREA AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Pickaway County Northern Industrial Area Reinvestment Area Agreement dated October 8, 2019, by and between the County and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to Assignor (collectively, the "Community Reinvestment Act Agreement").

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WITNESSETH THAT:

WHEREAS, Assignee previously acquired from Assignor approximately 49.7 acres of land located within Madison Township (the "Madison Township Land"), on which Assignee constructed a 1,027,964 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property", with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee intends to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District (the "School District" or the "Board");

WHEREAS, the Board on March 25, 2019 adopted a resolution approving a Community Reinvestment Area and Tax Increment Financing Exemption based a Compensation Agreement agreed to by the School District and the Assignor or its affiliate, and as assigned to Assignee in connection herewith;

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County by Resolution No. PC-012324-20 passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement.

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:

37. From and after the Effective Date, 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 an 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-18, if any, of the Community Reinvestment Act Agreement.

38. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

39. 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, by virtue of County Resolution No. PC-070219-1 passed July 2, 2019, the County and Assignor approved and created the Community Reinvestment Act Agreement which provides for specific investments from the Assignee to County 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 Community Reinvestment Act Agreement.

40. 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 tax 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

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

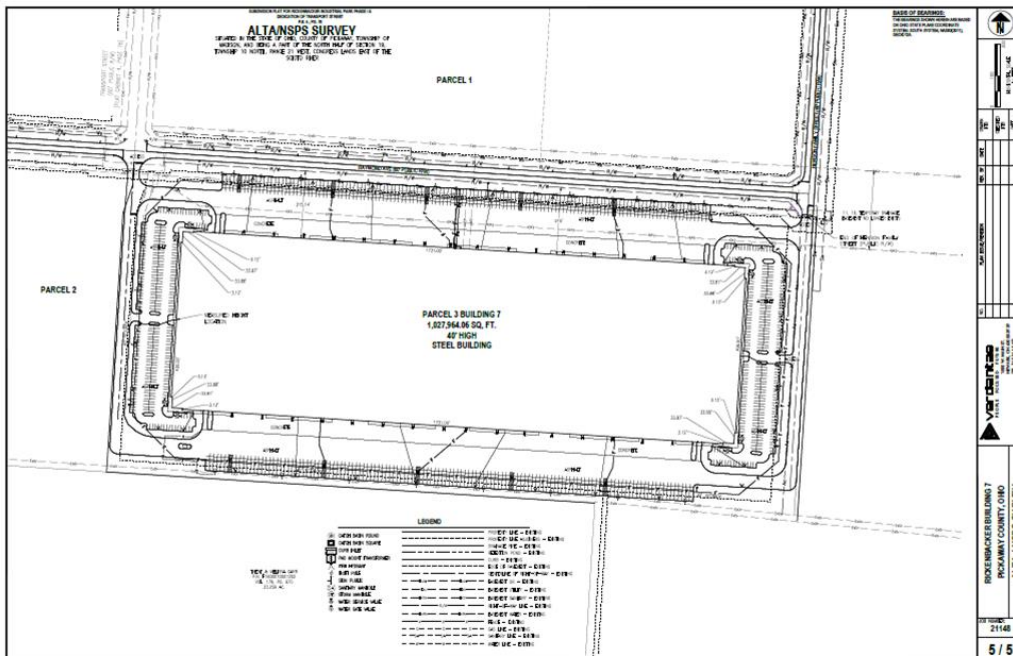
By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 49.6 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 7 of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 4229 Raymond Avenue, Groveport, OH 43125



TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Compensation Agreement with
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C and
Board of Education of the Eastland-Fairfield Career & Technical Schools:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-21

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Compensation Agreement dated April 17, 2019 (the "Compensation Agreement"), by and among the County, the Board of Education of the Eastland-Fairfield Career & Technical Schools, Franklin County, Ohio, a school district and political subdivision of the State of Ohio (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to Assignor pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019.

Resolution No. PC-012324-21

WITNESSETH THAT:

WHEREAS, Assignee previously purchased from Assignor approximately 49.6 acres of land located within Madison Township (the "Madison Township Land"), on which Assignee constructed a 1,027,964 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District ("Eastland-Fairfield") and in the Teays Valley Local School District;

WHEREAS, the Board, on April 17, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Eastland-Fairfield Resolution") on the condition that the Board, the County, and Assignor enter into the Compensation Agreement; and

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-20, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

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, the parties hereto agree as follows:

40. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-8, if any, of the Compensation Agreement.

41. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

42. 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, by virtue of the Eastland-Fairfield Resolution, Eastland-Fairfield and Assignor approved and created the Compensation Agreement which 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.

43. 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee 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.

44. Notices with respect to this Agreement shall be addressed as follows:

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

If to Assignor or Assignee: W-CTR Rickenbacker Land Holdings, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

45. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C.,
a Delaware limited liability company

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

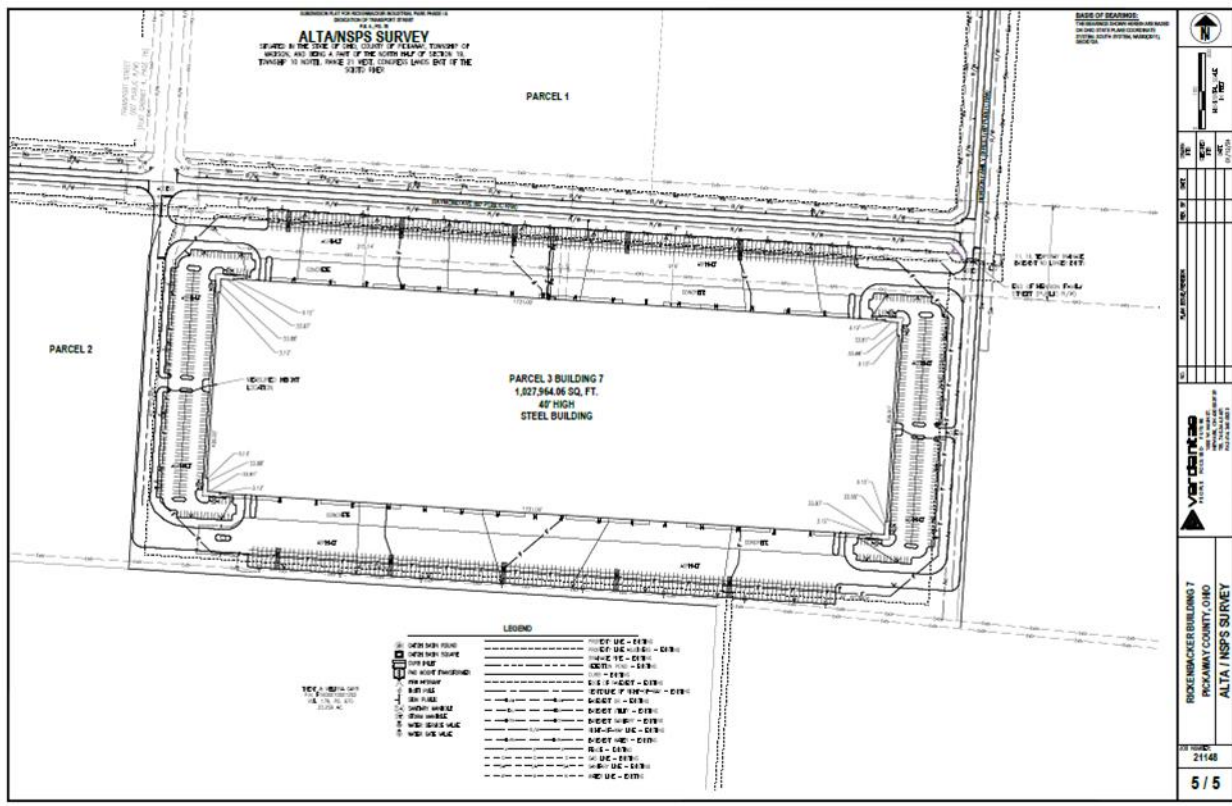
By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 49.6 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison, and being a part of Section 19 Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 7 of the Subdivision Plat for Rickenbacker Industrial Park Phase I Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument Number 202300005945 and Plat Cabinet 5, Page 39 in the Recorder s' Office, Pickaway County, Ohio.

Address: 4229 Raymond Avenue, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Maddison Township Project Compensation Agreement with
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C,
W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C and
Board of Education of the Teays Valley Local School District:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-22

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Madison Township Project Compensation Agreement dated March 25, 2019 (the "Compensation Agreement"), by and among the County, 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 (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to Assignor pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019.

Resolution No. PC-012324-22

WITNESSETH THAT:

WHEREAS, Assignee purchased from Assignor approximately 49.6 acres of land located within Madison Township (the "Madison Township Land"), on which Assignee constructed a 1,027,964 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District;

WHEREAS, the Board, on March 25, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Teays Valley Resolution") on the condition that the Board, the County, and the Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-20, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attn: Tim McGinnis,
Development & Planning Director

48. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER LAND HOLDINGS VIII, L.L.C.,
a Delaware limited liability company

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

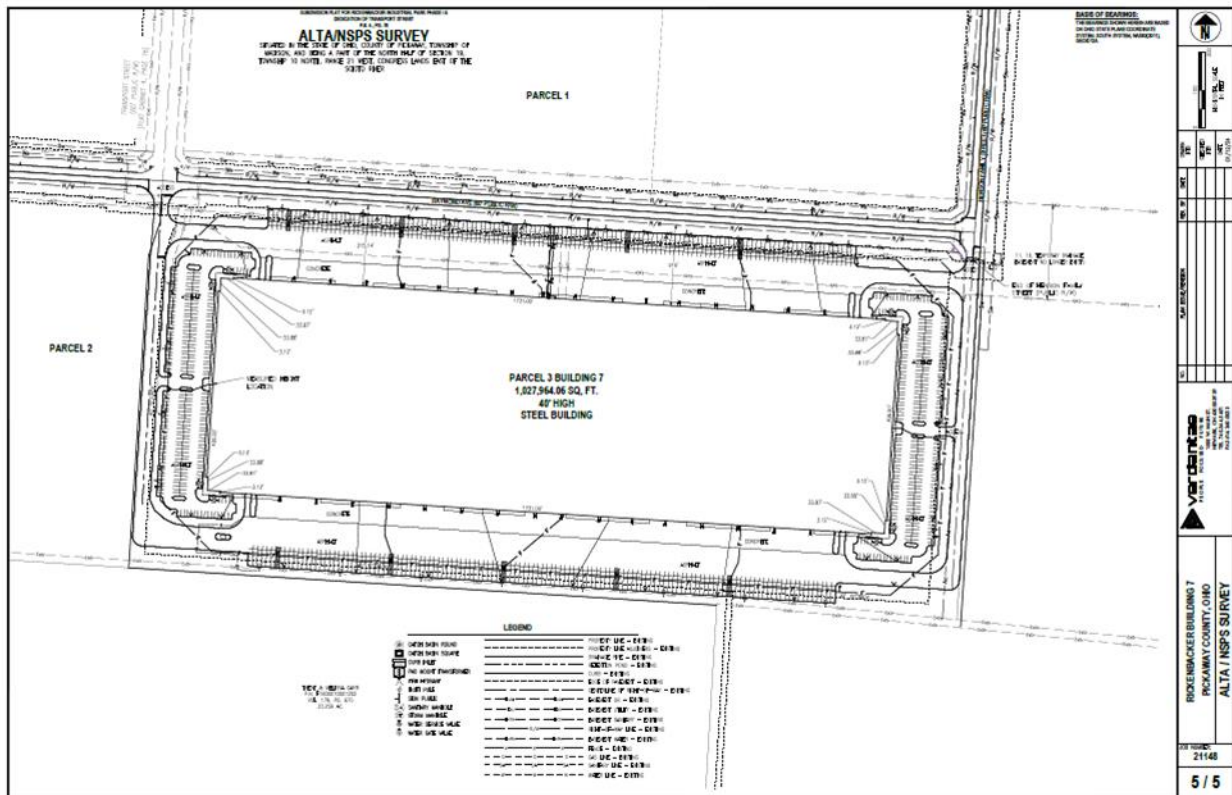
TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

By: _____
Name: James Holmes
Title: Vice President

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 49.6 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison, and being a part of Section 19 Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 7 of the Subdivision Plat for Rickenbacker Industrial Park Phase I Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument Number 202300005945 and Plat Cabinet 5, Page 39 in the Recorder s' Office, Pickaway County, Ohio.

Address: 4229 Raymond Avenue, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Pickaway County Northern Industrial Area
Community Reinvestment Area Agreement with
COLUMBUS TRANSPORT STREET IND LLC and
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-23

PARTIAL ASSIGNMENT AND ASSUMPTION
OF

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA
COMMUNITY REINVESTMENT AREA AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C, a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Pickaway County Northern Industrial Area Reinvestment Area Agreement dated October 8, 2019, by and between the County and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company ("Land Holdings") pursuant to that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement by and among Original Declarant and Assignor dated November 26, 2019, and as further assigned by Land Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Pickaway County Northern Industrial Area Community Reinvestment Area Agreement dated January 23, 2024 (collectively, the "Community Reinvestment Act Agreement").

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 49.6 acres of land located within Madison Township (the "Madison Township Land"), on which Assignor constructed a 1,027,964 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property", with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee intends to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District (the "School District" or the "Board");

WHEREAS, the Board on March 25, 2019 adopted a resolution approving a Community Reinvestment Area and Tax Increment Financing Exemption based a Compensation Agreement agreed to by the School District and the Assignor or its affiliate, and as assigned to Assignee in connection herewith;

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the County by Resolution No. PC-012324-23, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement.

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:

46. From and after the Effective Date, 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 an 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-18, if any, of the Community Reinvestment Act Agreement.

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attention: Eric McCoskey

51. From and after the Effective Date, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

COLUMBUS TRANSPORT STREET IND LLC
a Delaware limited liability company

Exhibit A

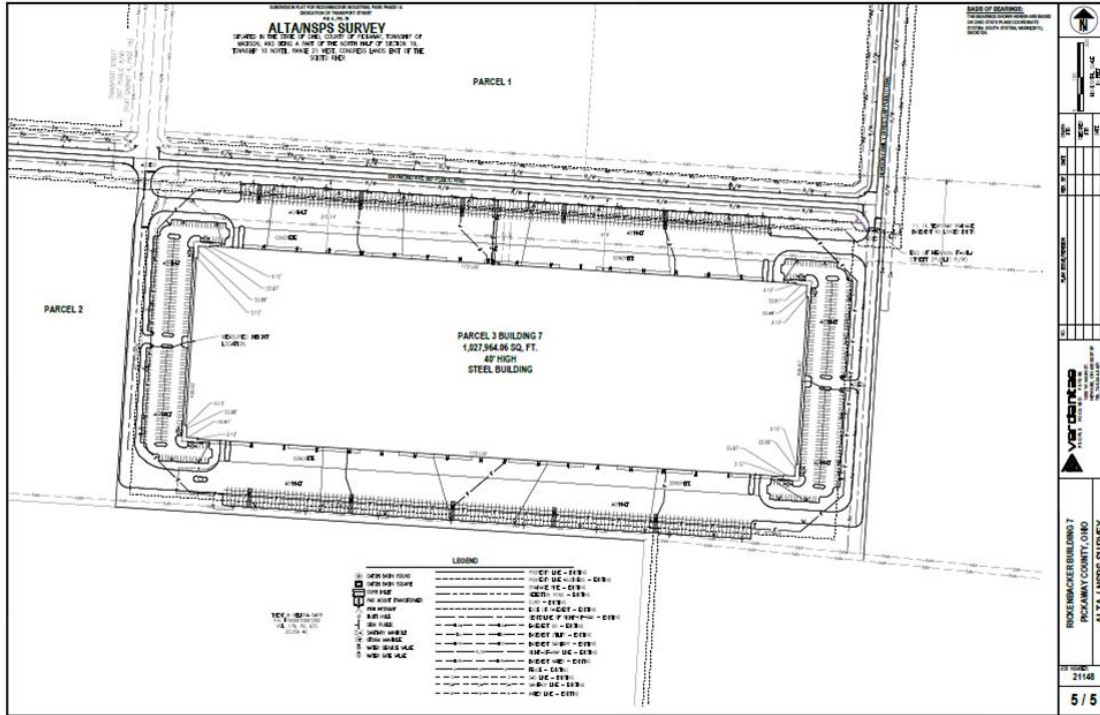
Transferred Property

DESCRIPTION FOR AN APPROXIMATELY 49.6 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison and being a part of Section 19, Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 7 of the Subdivision Plat for Rickenbacker Industrial Park Phase I, Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument No. 202300005945 and Plat Book 5, Page 39 in the Recorder's Office, Pickaway County, Ohio.

Address: 4229 Raymond Avenue, Groveport, OH 43125

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO



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

Attest: Angela Karr, Clerk

In the Matter of
Resolution Approving Partial Assignment and
Assumption of Compensation Agreement with
COLUMBUS TRANSPORT STREET IND LLC,
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C and
Board of Education of the Eastland-Fairfield Career & Technical Schools:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-24

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C., a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Compensation Agreement dated April 17, 2019 (the "Compensation Agreement"), by and among the County, the Board of Education of the Eastland-Fairfield Career & Technical Schools, Franklin County, Ohio, a school district and political subdivision of the State of Ohio (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company ("Land Holdings") pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Original Declarant and Assignor dated November 26, 2019, and as further assigned by Land Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Compensation Agreement by and among Land Holdings and Assignor dated January 23, 2024.

Resolution No. PC-012324-24

TUESDAY, JANUARY 23, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 49.6 acres of land located within Madison Township (the "Madison Township Land"), on which Assignor constructed a 1,027,964 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District ("Eastland-Fairfield") and in the Teays Valley Local School District;

WHEREAS, the Board, on April 17, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Eastland-Fairfield Resolution") on the condition that the Board, the County, and Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-23, passed January 23, 2024, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

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, the parties hereto agree as follows:

49. From and after the Effective Date, 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 an Owner and the Company (as defined in the Compensation Agreement) 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. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-8, if any, of the Compensation Agreement.

50. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the 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).

51. 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, by virtue of the Eastland-Fairfield Resolution, Eastland-Fairfield and Assignor approved and created the Compensation Agreement which 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.

52. 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" and the "Company" under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the Compensation Agreement, including, but not

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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.

53. Notices with respect to this Agreement shall be addressed as follows:

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

If to Assignor: W-CTR Rickenbacker Phase 2 Owner, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Benjamin Householder

With a copy to: Montrose Law Firm, LLC
100 East Broad Street, Suite 2320
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

If to Assignee: Columbus Transport Street IND LLC
c/o State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Attention: Liz Stevens

With a copy to: MetLife Investment Management, LLC
125 S. Wacker, Suite 1100
Chicago, IL 60606
Attention: Eric McCoskey

54. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,

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a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

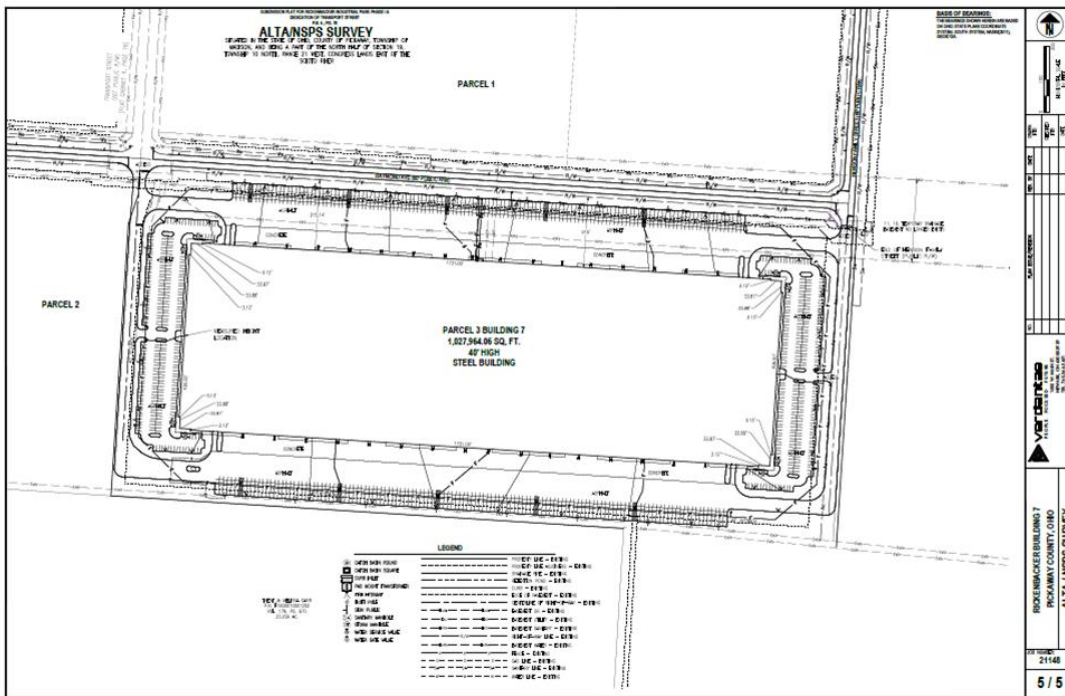
ASSIGNEE:

Columbus Transport Street IND LLC
a Delaware limited liability company

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 49.6 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison, and being a part of Section 19 Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 7 of the Subdivision Plat for Rickenbacker Industrial Park Phase I Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as recorded in Instrument Number 202300005945 and Plat Cabinet 5, Page 39 in the Recorder s' Office, Pickaway County, Ohio.

Address: 4229 Raymond Avenue, Groveport, OH 43125



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

Attest: Angela Karr, Clerk

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In the Matter of
Resolution Approving Partial Assignment and
Assumption of Maddison Township Project Compensation Agreement with
COLUMBUS TRANSPORT STREET IND LLC,
W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C and
Board of Education of the Teays Valley Local School District:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution and authorize Commissioner Jay Wippel to execute documents upon the approval to form of Judy Wolford, Prosecutor:

Resolution No.: PC-012324-25

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF MADISON TOWNSHIP PROJECT COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 23, 2024 (the "Effective Date") by and among COLUMBUS TRANSPORT STREET IND LLC, a Delaware limited liability company (hereinafter the "Assignee"), W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C, a Delaware limited liability company ("Assignor"), and Pickaway County, 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 that certain Madison Township Project Compensation Agreement dated March 25, 2019 (the "Compensation Agreement"), by and among the County, 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 (the "Board"), and CTR Rickenbacker DevCo LLC ("Original Declarant"), as assigned by Original Declarant to W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company ("Land Holdings") pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Original Declarant and Land Holdings dated November 26, 2019, and as further assigned by Land Holdings to Assignor pursuant to that certain Partial Assignment and Assumption of Madison Township Project Compensation Agreement by and among Land Holdings and Assignor dated January 23, 2024.

WITNESSETH THAT: Resolution No. PC-012324-25

WHEREAS, Assignor purchased approximately 49.6 acres of land located within Madison Township (the "Madison Township Land"), on which Assignor constructed a 1,027,964 SF industrial facility and related site improvements (collectively with the Madison Township Land, the "Project" or "Transferred Property" with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") as set forth on Exhibit A attached hereto, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignee plans to convey or lease the Building or parts thereof and the land upon which such Building is constructed to one or more future owners (each an "Owner"; collectively, the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project;

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District and in the Teays Valley Local School District;

WHEREAS, the Board, on March 25, 2019, adopted a resolution approving the CRA and TIF Exemption (the "Teays Valley Resolution") on the condition that the Board, the County, and the Assignor enter into the Compensation Agreement; and

WHEREAS, in connection with the anticipated and planned acquisition of the Transferred Property by Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Compensation Agreement with respect to the Transferred Property, and the County by Resolution No. PC-012324-23, passed January 23, 2024 has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Compensation Agreement by approving the execution and delivery of this Agreement.

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Circleville, Ohio 43113
Attn: Tim McGinnis,
Development & Planning Director

If to Assignee: Columbus Transport Street IND LLC
c/o State Board of Administration of Florida
1801 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Attention: Liz Stevens

With a copy to: MetLife Investment Management, LLC
125 S. Wacker, Suite 1100
Chicago, IL 60606
Attention: Eric McCoskey

57. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

ASSIGNOR:

W-CTR RICKENBACKER PHASE 2 OWNER VIII, L.L.C.,
a Delaware limited liability company

By: W-CTR Rickenbacker Phase 2 Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: W Rickenbacker Investors VIII, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

ASSIGNEE:

Columbus Transport Street IND LLC
a Delaware limited liability company

Exhibit A
Transferred Property
DESCRIPTION FOR AN APPROXIMATELY 49.6 ACRE TRACT

Situated in the State of Ohio, County of Pickaway, Township of Madison, and being a part of Section 19 Township 10 North, Range 21 West, Congress Lands East of the Scioto River, being Lot 7 of the Subdivision Plat for Rickenbacker Industrial Park Phase I Re-Plat of Lot 3A, Lot 3B, Lot 4 and Lot 5, as

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Commissioners:
Jay H. Wippel
Harold R. Henson
Gary K. Scherer



Administrator:
April Metzger
Clerk:
Angela Karr

January 23, 2024

To Whom it May Concern:

This letter is in support of Pickaway County Educational Service Center's Mound Street Elementary Capital Project. This proposed project will enhance alternative education programs available to Pickaway County public schools. This project will provide opportunities for at risk youth in our community to earn a high school diploma and receive career training. Pickaway County Educational Service Center has demonstrated positive results in both areas over the last several years. With the purchase of Mound Street Elementary from Pickaway-Ross Career Technical Center, Pickaway County Educational Service Center is poised to expand services in this location.

Additionally, Pickaway County Educational Service Center has committed to moving all their operations into the Mound Street Elementary location to better serve our area schools and the community. By locating these services in our downtown Circleville area, the center can become a hub for numerous services addressing the needs of the community. For the space to meet the 21st Century needs for students and the workplace, improvements are needed to the location. We support Pickaway County Educational Service Center in their desire to create a multi-use space in the center of our community. Please feel free to contact us if you have any questions.

Yours truly,


Jay Wippel, Commissioner


Harold Henson, Commissioner


Gary Scherer, Commissioner

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

Attest: Angela Karr, Clerk

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 January 20, 2024.

A total of \$550 was reported collected as follows: \$270 in dog license; \$75 in kennel license; \$10 in additional kennel license; \$120 in adoptions; \$25 in redemptions and \$50 in micro chip fees.

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

With there being no further business brought before the Board, Commissioner Scherer offered the motion, seconded by Commissioner Wippel, 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: Angela Karr, Clerk