

TUESDAY, NOVEMBER 26, 2019
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, November 26, 2019, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson and Mr. Brian S. Stewart. April Dengler, County Administrator, was also in attendance.

**In the Matter of
Minutes Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from November 19, 2019, with corrections.

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

Angela Karr, Clerk

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

Commissioner Brian Stewart 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 November 27, 2019, 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 her warrant on this entry in the amount of \$440,077.69 on the County Treasurer to satisfy the same.

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

Angela Karr, Clerk

**In the Matter of
Amended Certificate Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-112619-1

WHEREAS, the Pickaway County Budget Commission approved an AMENDED CERTIFICATE in the amount of \$7,256.74 to amend the Dog and Kennel Transfer In #246 for payments to be made; then,

THEREFORE BE IT RESOLVED, that the Pickaway County Board of Commissioners hereby appropriated the following sum for expenditure for period ending December 31, 2019:

DOG & KENNEL TRANSFER IN #246
\$7,256.74

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

Angela Karr, Clerk

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**In the Matter of
Amended Certificate Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-112619-2

WHEREAS, the Pickaway County Budget Commission approved an AMENDED CERTIFICATE in the amount of -\$33,192.81 to amend the State Share – SPL Grant/ Sheriff #906 due to estimated revenue will not be received through year end 2019; then,

THEREFORE BE IT RESOLVED, that the Pickaway County Board of Commissioners hereby appropriated the following sum for expenditure for period ending December 31, 2019:

**STATE SHARE- SPL GRANT/ SHERIFF #906
-\$33,192.81**

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

Angela Karr, Clerk

**In the Matter of
Amended Certificate Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-112619-3

WHEREAS, the Pickaway County Budget Commission approved an AMENDED CERTIFICATE in the amount of -\$43,750.00 to amend the State Share 927 Law Enforcement Diversion Grant/ Sheriff #927 due to estimated revenue will not be received through year end 2019; then,

THEREFORE BE IT RESOLVED, that the Pickaway County Board of Commissioners hereby appropriated the following sum for expenditure for period ending December 31, 2019:

**STATE SHARE LAW ENFORCEMENT DIVERSION GRANT/ SHERIFF #927
-\$43,750.00**

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

Angela Karr, Clerk

**In the Matter of
Appropriations Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for the APPROPRIATIONS:

**-\$34,473.83 Total
-\$400.00 – 906.2065.5102 – Salary – Sheriff
-\$59.00 - 906.2065.5201 – PERS – Sheriff
-\$6.00 - 906.2065.5202 – Medicare -Sheriff**

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**-\$2,186.83 - 906.2065.5301 – Supplies – Sheriff
-\$27,335.00 – 906.2065.5401 – Contract Services – Sheriff
-\$1,487.00 – 906.2065.5403 – Travel Expenses – Sheriff
-\$3,000.00 – 906.2065.5501 – Equipment – Sheriff**

**-\$43,199.63 Total
-\$37,375.83 – 927.2095.5102 – Salary – Sheriff
-\$5,232.62 – 927.2095.5201 – PERS – Sheriff
-\$541.95 – 927.2095.5202 – Medicare – Sheriff
-\$49.23 – 927.2095.5205 – Worker’s Comp – Sheriff**

\$15,800.46 – 101.1105.5703 – Contingencies – Commissioners

\$5,817.00 – 101.1105 – 5703 – General Fund Contingencies – Engineer

\$1,000.00 – 225.2060.5403 – Volunteer Mileage Reimbursement – Juvenile/ Probate Court

\$20,000.00 – 201.3006.5416 – Township/ Municipalities Contracts – Engineer

\$34,280.00 – 101.1105.5703 – Contingencies – Commissioners

\$1,330.00 – 246.4010.5203 – Insurance D&K – Commissioners

\$170.00 – 246.4010.5202 – Medicare D&K – Commissioners

\$1,190.00 – 246.4010.5201 – PERS D&K – Commissioners

\$8,500.00 – 246.4010.5102 – Salary D&K – Commissioners

\$3,000.00 – 246.4010.5301 – Supplies D&K – Commissioners

\$437.89 – 246.4010.5403 – Travel Expense D&K – Commissioners

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

Angela Karr, Clerk

**In the Matter of
Transfer and Re-Appropriations Approved:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for the TRANSFER AND RE-APPROPRIATIONS:

**\$24.53 – 101.2005.5401 – Coroner Contract Services – Commissioners
TO
101.2005.5901 – Coroner Other – Commissioner**

**\$15,800.46 – 101.1105.5703 – Contingencies – Commissioners
TO
101.1105.5701 – Transfer Out – Commissioners**

**\$2,000.00 – 101.2083.5301 -Supplies – Sheriff
TO
101.2083.5483 – Uniforms – Sheriff**

**\$5,817.00 – 101.1105.5703 – General Fund Contingencies – Engineer
TO
101.3001.5938 – General Fund Reimburse Contract Service – Engineer**

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**\$3,500.00 – 101.2011.5203 – Insurance Corrections – Sheriff
TO
101.2011.5212 – PERS LE Corrections – Sheriff**

**\$350.00 – 101.2012.5203 – Insurance Administration – Sheriff
TO
101.2012.5101 – Salary Elected Official – Sheriff**

**\$12,000.00 – 101.2014.5203 – Insurance Communication – Sheriff
TO
101.2014.5102 – Salary Communication – Sheriff**

**\$4,500.00 – 101.2082.5102 – Salary Investigation – Sheriff
TO
101.2082 – 5203 -Insurance Investigations – Sheriff**

**\$1,500.00 – 101.1218.5474 – Probate M.I. Court Cost – Juvenile/ Probate Court
TO
101.1218.5492 – Probate Court Services – Juvenile/ Probate Court**

**\$130.00 – 101.1105.5703 – Contingencies – Commissioners
TO
101.1102.5202 – Maintenance Medicare – Commissioners**

**\$4,000.00 – 101.1105.5703 – Contingencies – Commissioners
TO
101.1102.5201 – Maintenance PERS – Commissioners**

**\$30,000.00 – 101.1105.5703 – Contingencies – Commissioners
TO
101.1102.5102 – Maintenance Salaries – Commissioners**

**\$150.00 – 101.1105.5703 – Contingencies – Commissioners
TO
101.2001.5202 – Disaster Services Medicare – Commissioners**

**\$500.00 – 101.1140.5403 – Boar & PEO Mileage – Board of Elections
TO
101.1140.5301 – Supplies – Board of Elections**

**\$105.00 – 101.1140.5402 – Contract Repairs – Board of Elections
TO
101.1140.5101 – Board Members Salary – Board of Elections**

**\$830.00 – 101.1140.5402 – Contract Repairs – Board of Elections
TO
101.1140.5404 – Advertising – Board of Elections**

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

Angela Karr, Clerk

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

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

**\$15,800.46 – 101.1105.5701 – Transfer Out – Commissioners
TO**

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246.0000.4901 – Dog & Kennel Transfers In - Commissioners

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

Angela Karr, Clerk

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

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for the BLANKET PURCHASE ORDER:

\$24.53 – 101.2005.5901 – Coroner Other - Commissioners

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

Angela Karr, Clerk

**In the Matter of
Report Provided by EMA Director:**

The following is a summary of the report provided by Darrin Flick, EMA Director & Pickaway County 911 Coordinator.

- Last Week Mr. Flick attended the Pickaway County Monthly Communications Meeting and the Regional Evacuation Planning Meeting November 20th. The Circleville Schools Evacuation Drill that was scheduled for November 21st was postponed due to cold. The Nixle Roll Out Meetings will be all week.
- Next Week is the Intelligence Liaison Conference December 2nd-3rd, the 2020 Budget Meeting December 3rd, Berger Hospital Emergency Management Meeting December 4th and the Pickaway County Fire Chiefs Meeting December 5th.
- Issues requiring Commissioners Support – For information to Pursue Ohio NG911 Grants Text to 911 (State NG911 Grant – \$27,000 at 60/40 split = ~\$11,000 and Mobile CAD - \$~100,000 at 60/40 split ~\$40,000) More to follow when Mr. Flick gathers more info on whether the grant can be used for these improvements.

**In the Matter of
Stonerock Road Subdivision Plat:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve and sign the plat for the Stonerock Road Subdivision, Section 1 in Jackson Township for a five lot road front subdivision.

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

Angela Karr, Clerk

**In the Matter of
911 Emergency Phone Calls:**

The Commissioners held a short discussion regarding 911 emergency calls to the City of Circleville. Commissioner Stewart described a conversation he had with Council women Michelle Blanton to evaluate the savings that could be provided to the City by the county absorbing the cost and hiring county employees to take over the 911 emergency calls. Commissioner Stewart said that the conversation with Council women Blanton was very positive.

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**In the Matter of
County Engineer Change Order No. 2 for
WAL-C032-3.94, WAL-T008-4.65, WAL-T084-1.40
And SAL-T205-2.50 Guardrail Project:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the following Change Order No. 2 for the WAL-C032-3.94, WAL-T008-4.65, WAL-T084-1.40 and SAL-T205-2.50 Guardrail Project. Proposed change order for -\$525.00.

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

Angela Karr, Clerk

**In the Matter of
Community Development Block Grant
Contract Award Bid Proposal for the Tarlton Sidewalk,
Curb & Ramp Project to Harber Concrete Construction LLC:**

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No.: PC-112619-3

WHEREAS, Pickaway County received a CDBG grant for a sidewalk, curb and ramp project at the Tarlton Hall, and;

WHEREAS, the County advertised for bids in October 1, 2019 for the above described work, however no bids were received, and;

WHEREAS, the County directly solicited contractors for bids on the subject project in October 2019, however no bids were received, and;

WHEREAS, the one contractor who expressed an interest, but did not submit a bid, was asked to provide a quote.

NOW THEREFORE, be it resolved the contract for the Tarlton Hall Sidewalk, Curb and Ramp Project be awarded to Harber Concrete Construction LLC, as a sole source supplier under the CDBG guidelines in the amount of \$41,475.00.

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

Angela Karr, Clerk

**In the Matter of
Job & Family Services Contract Listing:**

Pursuant to the Pickaway County Board of Commissioners' Resolution of June 23, 2003, below is the list of agreements entered into, approved and otherwise executed by the Pickaway County Department of Job & Family Services and approved by the Pickaway County Board of Commissioners, The approved list contains the name of the party or parties with whom the agreement has been made, the purpose of the agreement, the commencement date and termination date of the agreement, and the compensation specified by the agreement.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to approve the Pickaway County Job & Family Services New or Amended Contract listing for January 2020:

**Pickaway County Job & Family Services
New or Amended Contracts
January 2020**

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PCJFS Contracts for CSEA 2020				
Organization/Agency	Contract Purpose	Effective Date	Termination Date	Contract Value
Pickaway Co Common Pleas/Juvenile Court	Magistrate	1/1/2020	12/31/2020	\$59,460.23
Subpoena Service Plus	Process Serving	1/1/2020	12/31/2020	\$30,000.00
Pickaway County Clerk of Courts	Case Processing	1/1/2020	12/31/2020	\$75,576.30
Pickaway County Juvenile Court	Case Processing	1/1/2020	12/31/2020	\$75,581.43

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

Angela Karr, Clerk

**In the Matter of
County Administrator Report:**

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

- Mrs. Dengler spoke with Jason at WDC Group to confirm that four separate contractors and the bid numbers are good regarding the Airport Hangar Project. The Airport Authority Board Meeting is scheduled for December 9th at 7:00 p.m.
- Mrs. Dengler submitted a claim to CORSA regarding damage to Barbara Younkin’s mailbox caused by the Sheriff’s Departments SUV accident on October 10th.
- Mrs. Dengler provided the Commissioners with budget projections and Budget Meeting slides for their review. Mrs. Dengler discussed budget request and the capital projects wish lists.
- Mrs. Dengler is in contact with John Lentz at CCAO regarding information for capital funding for the jail construction. Mrs. Dengler informed Mr. Lentz that if the funds are for new construction only, not for repairs, Pickaway County would not be submitting a request.
- Pickaway County won the Gold Healthy Worksite Award for the third year in a row from the Healthy Business Council of Ohio.
- The county is in receipt of the CORSA check for totaling the Sheriff’s Office SUV, \$14,959.17 for the vehicle plus \$115.00 for tow bill.
- Mrs. Dengler will be participating in a webinar regarding CORSA claims submissions this week.

**In the Matter of
The South Pickaway Street Property:**

Motion C/B to approve and sign the quite claim deed for the South Pickaway Street property.

Commissioner Stewart motioned seconded by Commissioner Henson to approve and sign the quite claim deed for the South Pickaway Street Property.

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

Angela Karr, Clerk

**In the Matter of
Hall-Justus Road Drainage Improvement:**

Commissioner Wippel opened the Justus-Hall Drainage Improvement Hearing with introduction and handed over to Sterlin Mullins, Engineer. Mr. Mullins started off with an explanation of the process of the project and its purpose. Mr. Mullins has been working with Pickaway County Soil and Water Conservation to prepare a report to present to the Commissioners and attending today. Mr. Mullins went into the detail of the Ohio drainage law and how he compiled his assessment of the improvement. Mr. Mullins advised any parties to contact his office with questions or concerns of their assessment.

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PRELIMINARY REPORT
OF
COUNTY ENGINEER
Revised Code Section 6131.09

In the Matter of the:	}	County Engineer's Office,
Hall-Justus Drainage Improvement	}	Pickaway County, Ohio
Single County Ditch	}	September 25, 2019

Proceedings to reconstruct, deepen, widen, alter, repair tile outlets, establish grass banks and provide erosion control structures as needed.

To the Board of County Commissioners Pickaway County, Ohio:

The undersigned County Engineer, in obedience to the order of your Board, made on the 29th day of October, 2019, proceeded in the above matter, and visited the proposed location of said improvement and in my opinion based on actual view and under requirements of Section 6131.09 of the Revised Code, I estimate the cost of construction of said improvement with my further findings as follows:

Attached is the preliminary report and cost estimate for the Hall-Justus Drainage Improvement located in Monroe Township, Pickaway County, Ohio. The report has been prepared in cooperation with the Pickaway County Soil and Water Conservation District, which has an agreement with the Pickaway County Commissioners to administer all petitioned county ditches and drainage improvements, if requested.

The estimated costs are as follows for the construction of Hall-Justus Drainage Improvement:

1. Mobilization and Demobilization	\$10,000.00
2. Residential Driveway Replacement	\$14,400.00
3. 2095' – 8" Polyethylene dual wall drain tile @ \$5.48/L.F.	\$11,480.60
4. 500' – 10" Polyethylene dual wall drain tile @ \$7.52/L.F.	\$3,760.00
5. 620' – 12" Polyethylene dual wall drain tile @ \$15.00/L.F.	\$9,300.00
6. 3,600' – 15" Polyethylene dual wall drain tile @ \$16.50/L.F.	\$59,400.00
7. 375' – 18" Polyethylene dual wall drain tile @ \$19.50/L.F.	\$7,312.50
8. 180' -Grassed Waterway Construction with 6" tile	\$12,689.36
9. Clearing and Grubbing-Tree Removal	\$43,500.00
10. 4,022'-Cleaning Shaping Trapezoidal Ditch @ \$6.00/L.F.	24,132.00
11. Existing Tile Removal	\$7,800.00
12. General Excavating, Hauling, Spoil Disperse	\$64,800.00
13. Seeding, Sprigging, and Mulching	\$2,976.00
Estimated Construction Costs:	\$271,550.46
Contingencies 10%	\$27,155.05
Maintenance 5%	<u>\$13,577.52</u>
TOTAL ESTIMATED COST:	\$312,283.03

It must be emphasized that these costs are approximate and should be used only as a guide. The drainable acres are approximately 626.4 acres. Assessments will be accounted for by benefits of one or both of the following types: 1. "Real" benefits, where a property owner's real problem is resolved, or an outlet is provided for its solution. 2. "Legal" benefits, where an upper watershed property owner's obligation to help correct a problem contributed to by his water, is involved. A property owner will not be assessed for any part of an improvement that their water does not use. Therefore, those property owners within a lateral watershed will only be assessed for their portion of the lateral construction costs plus that part of the main tile from the lateral outlet to the outlet of the project.

Property owner "benefits" as bases for assessments will contain the following items individually, subdivided, or in consolidation with others, per Ohio Revised Code: (a) Watershed acreage; (b) Volume of water; (c) Economic use of improvement or of land area served; (d) Increased value of land; (e) provision of outlet for accelerated run-off from upper watershed; (f) Elimination of flood damage; (g) Conservation of soil; (h) Corrections of jeopardies to health, safety, or welfare; and (i) use of groundwater for water supply.

It is the opinion of the Engineer's Office that the benefits will exceed the costs and the project will increase the value of the land, provide an outlet for accelerated run-off from the upper watershed, eliminate flood damage, conserve soil, and correct jeopardies to health, safety and welfare.

It is important to know that Ohio follows the "Roman Civil Law" drainage concept; this obligates property owners in the lower watershed to accept water and its problems from above, but at the same time obligates the upper watershed owners to help to a minor degree to correct any problem to which their water contributes in the lower watershed.

The estimated cost of this project is \$312,283.03

Respectfully submitted,

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Sterlin C. Mullins, P.E., P.S.
Pickaway County Engineer

Commissioner Stewart asked if the increase in property values is calculated in the benefit analyst, such as farm crops. Mr. Mullins stated that with the cost benefit analyst they look at the per bushel of amount of crop and take into consideration to figure for the future benefit analyst. Commissioner Stewart asked if the solution would not just help the homeowners, but the entire area and Mr. Mullins suggested that his opinion along with Soil and Water is that this is a cumulative fix.

Commissioner Stewart motioned to approve the project to proceed seconded by Commissioner Henson due to the benefits outweighing the cost for landowners. Mr. Mullins will move on to the next phase of design and a second hearing will be scheduled. Commissioner Wippel thanked the residence for attending. Attendance sheet is on file at the Commissioners' Office.

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

Angela Karr, Clerk

**In the Matter of
County Capital Improvement Budget Request:**

The Commissioners review the listing of request submitted from departments for the Capital Improvement Budget. The Commissioner will further discuss at a later date before a final decision is made on projects to be included in the capital improvement budget.

**In the Matter of
Atlanta Solar Plant:**

Sarah Moser, Savion, provided the Commissioners an update of the public meeting pertaining to the Atlanta Solar Plant. There seems to be support for the project. A micro-site and Facebook page have been started for individuals to go to gather information. One of the main concerns of the public is the appearance of the plant and Mrs. Moser explained that the panels are no taller than fully grown corn crop. The acreage that will house the panels will be fenced off to keep coyotes out and allows for small animals like pheasants to habitat. The land is not taken out of production, once the project is complete the post can be removed from the grown due to, they will not be concreted into the ground. There will be another public information meeting and a public hearing set for the community to attend. Steven Collins from the Circleville Herald asked when they can expect to get things moving and ready to go and Mrs. Moser advised that the plan to have a permit by the end of 2020, it takes 9-10 months. Construction will be late fall of 2021 and power by late 2022. The test pits have been dug for the study, environmental people walking the fields and you will see more activity. It will be awhile before construction would start. Mrs. Moser will keep the Commissioners up to date on the project.

**In the Matter of
Executive Session:**

At 2:15 p.m., Commissioner Brian Stewart 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 Sarah Moser, Savion, Angela Karr, Clerk, and April Dengler, County Administrator in attendance.

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

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At 2:45 p.m., the Commissioners exited Executive Session and Commissioner Brian Stewart offered the motion, seconded by Commissioner Harold Henson, to resume Regular Session.

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

Angela Karr, Clerk

No action taken.

In the Matter of
Community Reinvestment Area Partial Agreement
Assignment and Assumption with W-CTR
Rickenbacker Land Holdings VIII LLC:

Commissioner Harold Henson recused himself before session started.

Nate Green, Montrose Group gave a brief description of the partial agreement and stated that of the 387 acres that are owned it will be phase one with additional future phases. This allows it to transfer to WCTR Rickenbacker Phase Once owner (phase 1).

Gene Holland is reviewing the draft and parties are in hope to closing December 5th. Mr. Scribner stated that the last deal involving P3 was same way and he suggested not involving P3 in the deal in order to keep the transaction simple and clean.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution. The Commissioners shall sign documents once all signatures are collected by involved parties:

Resolution No.: PC-112619-4

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 November 26, 2019 by and among W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company (hereinafter "W-CTR Rickenbacker Land Holdings VIII" or the "Assignee"), CTR Rickenbacker DevCo, LLC, 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 the Assignor (the "Community Reinvestment Act Agreement").

WITNESSETH THAT:

WHEREAS, an affiliate of Assignor is under contract (the "Contract") to purchase the Madison Township Land, and such affiliate has assigned or intends to assign to Assignee all of its rights and interest under the Contract to purchase a portion of the Madison Township Land consisting of approximately 306.271 acres of land and as further described on Exhibit A attached hereto (that portion being referred to herein as the "Transferred Property");

WHEREAS, Assignee plans to construct a series of industrial facilities and related site improvements on the Transferred Property (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project;

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WHEREAS, Assignee plans to convey or lease the Buildings or parts thereof and the land upon which such Buildings are 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 (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-112619-4 passed November 26, 2019, 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 date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Transferred Property. 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 five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, 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:

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

If to Assignor: CTR Rickenbacker DevCo, LLC
4343 Von Karman, Suite 200
Newport Beach, CA 92660
Attn: Marc Belluomini and Dominic Petrucci

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
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: W-CTR Rickenbacker Land Holdings VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: Joshua Zemon

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Michael Baum, Esq.

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

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

Angela Karr, Clerk

In the Matter of
Community Reinvestment Area Partial Agreement
Assignment and Assumption with W-CTR
Rickenbacker Phase One Holder VIII LLC:

Commissioner Harold Henson recused himself before session started.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution. The Commissioners shall sign documents once all signatures are collected by involved parties:

Resolution No.: PC-112619-5

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 November 26, 2019 by and among W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C., a Delaware limited liability company (hereinafter "W-CTR Rickenbacker Phase 1 Owner VIII" or the "Assignee"), CTR Rickenbacker DevCo, LLC, 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

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dated October 8, 2019, by and between the County and the Assignor (the "Community Reinvestment Act Agreement").

WITNESSETH THAT:

WHEREAS, Assignor is under contract (the "Contract") to purchase the Madison Township Land, and Assignor has partially assigned or intends to partially assign to Assignee all of its rights and interest under the Contract to purchase a portion of the Madison Township Land consisting of approximately 75.530 acres of land and as further described on Exhibit A attached hereto (that portion being referred to herein as the "Transferred Property");

WHEREAS, Assignee plans to construct a series of industrial facilities and related site improvements on the Transferred Property (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project;

WHEREAS, Assignee plans to convey or lease the Buildings or parts thereof and the land upon which such Buildings are 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 (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 upon a Compensation Agreement agreed to by the School District and the Assignor or its affiliate, and assigned by the Assignor to Assignee in connection herewith; 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 Community Reinvestment Act Agreement with respect to the Transferred Property, and the County by Resolution No. PC-112619-5 passed November 26, 2019 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:

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

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 five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

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 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

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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.

7. 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.

8. 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: CTR Rickenbacker DevCo, LLC
 4343 Von Karman, Suite 200
 Newport Beach, CA 92660
 Attn: Marc Belluomini and Dominic Petrucci

With a copy to: David J. Robinson, Attorney at Law, LLC
 100 East Broad Street, Suite 1340
 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: W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C.
 900 North Michigan Avenue, Suite 1900
 Chicago, Illinois 60611
 Attn: Joshua Zemon

With a copy to: Greenberg Traurig
 77 West Wacker Drive, Suite 3100
 Chicago, IL 60601
 Attention: Michael Baum, Esq.

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

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

Angela Karr, Clerk

In the Matter of
Community Reinvestment Area Partial
Assignment and Assumption of Tax Increment
Financing Agreement with W-CTR
Rickenbacker Land Holdings VIII LLC:

Commissioner Harold Henson recused himself before session started.

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Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution. The Commissioners shall sign documents once all signatures are collected by involved parties:

Resolution No.: PC-112619-6

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF
TAX INCREMENT FINANCING AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION OF TAX INCREMENT FINANCING AGREEMENT (this "Agreement") is made and entered into as of November 26, 2019 by and among W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company (hereinafter "W-CTR Rickenbacker Land Holdings VIII" or the "Assignee"), CTR Rickenbacker DevCo, LLC, 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 Tax Increment Financing Agreement dated October 8, 2019, by and between the County, and the Assignor (the "TIF Agreement").

WITNESSETH THAT:

WHEREAS, Assignor is under contract (the "Contract") to purchase the Property, and Assignor has partially assigned or intends to partially assign to Assignee all of its rights and interest under the Contract to purchase a portion of the Property consisting of approximately 306.271 acres of land and as more particularly described on Exhibit A attached hereto (that portion being referred to herein as the "Transferred Property");

WHEREAS, Assignee plans to construct a series of industrial facilities and related site improvements on the Transferred Property (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project;

WHEREAS, Assignee plans to convey or lease the Buildings or parts thereof and the land upon which such Buildings are 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 (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 upon a Compensation Agreement agreed to by the School District and Assignor or its affiliate, and assigned to Assignee in connection herewith; 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 TIF Agreement with respect to the Transferred Property, and the County, by Resolution No. PC-112619-7 passed November 26, 2019, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the TIF Agreement by approving the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the TIF 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 date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the TIF Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the TIF Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-20, if any, of the TIF Agreement.

8. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption

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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 five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

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 County Resolution No. PC-100819-3 passed October 8, 2019 the County and Assignor approved and created the TIF 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 TIF Agreement.

10. 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 TIF Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the TIF Agreement, including, but not limited to, the commitment of the County not to terminate or modify the terms of the TIF 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

If to Assignor: CTR Rickenbacker DevCo, LLC
4343 Von Karman, Suite 200
Newport Beach, CA 92660
Attn: Marc Belluomini and Dominic Petrucci

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
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: W-CTR Rickenbacker Land Holdings VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: Joshua Zemon

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Michael Baum, Esq.

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

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

Angela Karr, Clerk

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**In the Matter of
Community Reinvestment Area Partial
Assignment and Assumption of Tax Increment
Financing Agreement with W-CTR
Rickenbacker Phase One Holder VIII LLC:**

Commissioner Harold Henson recused himself before session started.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution. The Commissioners shall sign documents once all signatures are collected by involved parties:

Resolution No.: PC-112619-7

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF
TAX INCREMENT FINANCING AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION OF TAX INCREMENT FINANCING AGREEMENT (this "Agreement") is made and entered into as of November 26, 2019 by and among W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C., a Delaware limited liability company (hereinafter "W-CTR Rickenbacker Phase 1 Owner VIII " or the "Assignee"), CTR Rickenbacker DevCo, LLC, 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 Tax Increment Financing Agreement dated October 8, 2019, by and between the County, and the Assignor (the "TIF Agreement").

WITNESSETH THAT:

WHEREAS, Assignor is under contract (the "Contract") to purchase the Property, and Assignor has partially assigned or intends to partially assign to Assignee all of its rights and interest under the Contract to purchase a portion of the Property consisting of approximately 75.530 acres of land and as further described on Exhibit A attached hereto (that portion being referred to herein as the "Transferred Property");

WHEREAS, Assignee plans to construct a series of industrial facilities and related site improvements on the Transferred Property (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project;

WHEREAS, Assignee plans to convey or lease the Buildings or parts thereof and the land upon which such Buildings are 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 (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 upon a Compensation Agreement agreed to by the School District and the Assignor or its affiliate, and assigned by the Assignor to Assignee in connection herewith; 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 TIF Agreement with respect to the Transferred Property, and the County by Resolution No. PC-112619-7 passed November 26, 2019, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the TIF Agreement by approving the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the TIF 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 date of execution of this Agreement, Assignee hereby (i) agrees to be bound by,

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assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the TIF Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the TIF Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-20, if any, of the TIF 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 five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

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-100819-3, passed October 8, 2019, the County and Assignor approved and created the TIF 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 TIF 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 TIF Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the TIF Agreement, including, but not limited to, the commitment of the County not to terminate or modify the terms of the TIF Agreement without the consent of Assignee.

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: CTR Rickenbacker DevCo, LLC
4343 Von Karman, Suite 200
Newport Beach, CA 92660
Attn: Marc Belluomini and Dominic Petrucci

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
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: W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: Joshua Zemon

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

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

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

Angela Karr, Clerk

In the Matter of
Community Reinvestment Area Partial
Assignment and Assumption of
Compensation Agreement with W-CTR
Rickenbacker Land Holdings VIII LLC:

Commissioner Harold Henson recused himself before session started.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution. The Commissioners shall sign documents once all signatures are collected by involved parties:

Resolution No.: PC-112619-8

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of November 26, 2019 by and among W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company (hereinafter "W-CTR Rickenbacker Land Holdings VIII" or the "Assignee"), CTR Rickenbacker DevCo, LLC, 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 Assignor, and 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").

WITNESSETH THAT:

WHEREAS, Assignor is under contract (the "Contract") to purchase the Madison Township Land, and Assignor has partially assigned or intends to partially assign to Assignee all of its rights and interest under the Contract to purchase a portion of the Madison Township Land consisting of approximately 306.271 acres of land and as further described on Exhibit A attached hereto (that portion being referred to herein as the "Transferred Property");

WHEREAS, Assignee plans to construct a series of industrial facilities and related site improvements on the Transferred Property (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project;

WHEREAS, Assignee plans to convey or lease the Buildings or parts thereof and the land upon which such Buildings are 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 April 17, 2019, adopted a resolution approving the CRA and TIF Exemption on the condition that the Board, the County, and the Assignor enter into the Compensation Agreement; and

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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-112619-8 passed November 26, 2019, 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:

13. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property. 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 five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

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, the School District 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 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 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: CTR Rickenbacker DevCo, LLC
4343 Von Karman, Suite 200
Newport Beach, CA 92660
Attn: Marc Belluomini

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

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

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

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Michael Baum, Esq.

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

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

Angela Karr, Clerk

In the Matter of
Community Reinvestment Area Partial
Assignment and Assumption of
Compensation Agreement with W-CTR
Rickenbacker Phase One Holder VIII LLC:

Commissioner Harold Henson recused himself before session started.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution. The Commissioners shall sign documents once all signatures are collected by involved parties:

Resolution No.: PC-112619-9

PARTIAL ASSIGNMENT AND ASSUMPTION
OF
COMPENSATION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of November 26, 2019 by and among W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C., a Delaware limited liability company (hereinafter "W-CTR Rickenbacker Phase 1 Owner VIII" or the "Assignee"), CTR Rickenbacker DevCo, LLC, 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 Assignor, and 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").

WITNESSETH THAT:

WHEREAS, Assignor is under contract (the "Contract") to purchase the Madison Township Land, and Assignor has partially assigned or intends to partially assign to Assignee all of its rights and interest under the Contract to purchase a portion of the Madison Township Land consisting of approximately 75.530 acres of land and as further described on Exhibit A attached hereto (that portion being referred to herein as the "Transferred Property");

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WHEREAS, Assignee plans to construct a series of industrial facilities and related site improvements on the Transferred Property (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project;

WHEREAS, Assignee plans to convey or lease the Buildings or parts thereof and the land upon which such Buildings are 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 April 17, 2019, adopted a resolution approving the CRA and TIF Exemption 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-112619-9 passed November 26, 2019, 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 date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property. 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.

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 five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

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 Eastland-Fairfield Resolution, the School District 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.

19. 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 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.

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

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

If to Assignor: CTR Rickenbacker DevCo, LLC
4343 Von Karman, Suite 200
Newport Beach, CA 92660
Attn: Marc Belluomini

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
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: W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: Joshua Zemon

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Michael Baum, Esq.

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

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

Angela Karr, Clerk

In the Matter of
Community Reinvestment Area Partial
Assignment and Assumption of Madison Township
Project Compensation Agreement with W-CTR
Rickenbacker Land Holdings VIII LLC:

Commissioner Harold Henson recused himself before session started.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution. The Commissioners shall sign documents once all signatures are collected by involved parties:

Resolution No.: PC-112619-10

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 November 26, 2019 by and among W-CTR Rickenbacker Land Holdings VIII, L.L.C., a Delaware limited liability company

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(hereinafter "W-CTR Rickenbacker Land Holdings VIII" or the "Assignee"), CTR Rickenbacker DevCo, LLC, 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 Assignor, and the Board of Education of the Teays Valley Local School District, Pickaway County, Ohio, a school district and political subdivision of the State of Ohio (the "Board").

WITNESSETH THAT:

WHEREAS, Assignor is under contract (the "Contract") to purchase the Madison Township Land, and has partially assigned or intends to partially assign to Assignee all of its rights and interest under the Contract to purchase a portion of the Madison Township Land consisting of approximately 306.271 acres of land and as further described on Exhibit A attached hereto (that portion being referred to herein as the "Transferred Property");

WHEREAS, Assignee plans to construct a series of industrial facilities and related site improvements on the Transferred Property (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project;

WHEREAS, Assignee plans to convey or lease the Buildings or parts thereof and the land upon which such Buildings are 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 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-112619-10 passed November 26, 2019, 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:

19. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-9 of the Compensation 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 five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

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

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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 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.

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 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 not to terminate or modify the terms of the Compensation 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: CTR Rickenbacker DevCo, LLC
4343 Von Karman, Suite 200
Newport Beach, CA 92660
Attn: Marc Belluomini

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
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: W-CTR Rickenbacker Land Holdings VIII, L.L.C.
900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: Joshua Zemon

With a copy to: Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Michael Baum, Esq.

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

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

Angela Karr, Clerk

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In the Matter of
Community Reinvestment Area Partial
Assignment and Assumption of Madison Township
Project Compensation Agreement with W-CTR
Rickenbacker Phase One Owner VIII LLC:

Commissioner Harold Henson recused himself before session started.

Commissioner Brian Stewart offered the motion, seconded by Commissioner Jay Wippel, to adopt the following Resolution. The Commissioners shall sign documents once all signatures are collected by involved parties:

Resolution No.: PC-112619-11

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 November 26, 2019 by and among W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C., a Delaware limited liability company (hereinafter "W-CTR Rickenbacker Phase 1 Owner VIII" or the "Assignee"), CTR Rickenbacker DevCo, LLC, 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 Assignor, and the Board of Education of the Teays Valley Local School District, Pickaway County, Ohio, a school district and political subdivision of the State of Ohio (the "Board").

WITNESSETH THAT:

WHEREAS, Assignor is under contract (the "Contract") to purchase the Madison Township Land, and Assignor has partially assigned or intends to partially assign to Assignee all of its rights and interest under the Contract to purchase a portion of the Madison Township Land consisting of approximately 75.530 acres of land and as further described on Exhibit A attached hereto (that portion being referred to herein as the "Transferred Property");

WHEREAS, Assignee plans to construct a series of industrial facilities and related site improvements on the Transferred Property (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project;

WHEREAS, Assignee plans to convey or lease the Buildings or parts thereof and the land upon which such Buildings are 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 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-112619-11 passed November 26, 2019, 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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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 date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Compensation Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in Sections 1-9 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 five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

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 Teays Valley Resolution, the 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.

25. 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 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 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 Teays Valley: Teays Valley Local School District
385 Circleville Avenue
Ashville, OH 43103
Attn: Treasurer

If to Assignor: CTR Rickenbacker DevCo, LLC
4343 Von Karman, Suite 200
Newport Beach, CA 92660
Attn: Marc Belluomini

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
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: W-CTR Rickenbacker Phase 1 Owner VIII, L.L.C.

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900 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611
Attn: Joshua Zemon

With a copy to:

Greenberg Traurig
77 West Wacker Drive, Suite 3100
Chicago, IL 60601
Attention: Michael Baum, Esq.

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

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

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 week ending November 23, 2019.

A total of \$960 was reported being collected as follows: \$300 in adoptions; \$150 in dog licenses issued; \$in dog license late penalties; \$80 in owner turn-ins; \$50 in owner turn-ins puppy; \$220 in private donations and \$100 in redemptions.

Seven (7) stray dogs were processed in; six (6) dogs were adopted.

With there being no further business brought before the Board, Commissioner Wippel offered the motion, seconded by Commissioner Henson, to adjourn. Voting on the motion was as follows: Commissioner Stewart, yes; Commissioner Wippel, yes; Commissioner Henson, yes. Voting No: None. Motion carried.

Jay H. Wippel, President

Harold R. Henson, Vice President

Brian S. Stewart, Commissioner
BOARD OF COUNTY COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Angela Karr, Clerk