

WARREN-CHAMPION JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Warren-Champion Joint Economic Development District Contract (the "Contract") is made and entered into as of _____, 2025, by and between the City of Warren, Ohio ("City"), and Township of Champion, Trumbull County, Ohio ("Township") in accordance with the terms and provisions set forth herein.

RECITALS

A. The Township and the City (the "JEDD Parties", each a "JEDD Party") intend to enter into this Contract to create and provide for the operation of the Warren-Champion Joint Economic Development District ("District"), as defined herein, as a joint economic development district in accordance with Sections 715.72 through 715.82 of the Revised Code to allow for joint economic development within such area for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

B. The City is a municipality located within Trumbull County, Ohio (the "County"), the Township is a township located within the County. In accordance with Section 715.72(C)(1) of the Ohio Revised Code, the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party, or contiguous to the territory of a township or municipal corporation that is contiguous to another JEDD Party.

C. The legislative authorities of the JEDD Parties have each approved, authorized and directed the JEDD Parties to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. ____-2025, enacted by the City Council of

the City on _____, 2025 and Resolution No. ____, adopted by the Board of Township Trustees of Township on _____, 2025.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the JEDD Parties agree and bind themselves, their agents, employees and successors, as follows:

Section 1. Creation of District: Name. The JEDD Parties, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district in accordance with the terms and provisions of this Contract. The joint economic development district created pursuant to this Contract shall be known as the "Warren-Champion Joint Economic Development District". The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The contracting parties (referred to herein as the JEDD Parties) to this Contract are the City, a municipal corporation existing and operating under the laws of the State, the Township, a township existing and operating under laws of the State, and their respective successors in all or in part.

Section 3. Purpose. In accordance with R.C. 715.72(C), the JEDD Parties intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Trumbull County, the City, the Township, and the District, and specifically to facilitate the development of necessary public infrastructure improvements and public services, including but not limited to the District and development within the District.

Section 4. Territory of the District. The territorial boundaries of the District are shown in **Exhibit A** attached to and made part of this Contract. The real property included in the District is described in **Exhibit B** attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The territory of the District is located entirely within the boundaries of the contracting parties and the County and does not include any "parcel of land" (as defined in Section 715.72(e)(1)(c) of the Ohio Revised Code) that is owned in fee by or is leased to a municipal corporation or township, [except land owned by a JEDD Party]. No electors reside within the area or areas comprising the District. Furthermore, the District is and will be zoned in a manner which is appropriate zoning to carry out the functions of this Contract and to promote economic development.

Section 5. Addition and Removal of Areas from District. Subject to and consistent with Section 14 herein, R.C. 715.72(L) and any other applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Contract, including **Exhibit A and B** hereto, may be amended from time to time to add certain property to the District any area that was not originally included in the District when this Contract became effective. The Contract may be so amended by amending **Exhibit A and B** or by adding one or more exhibits to the Contract. Each of the JEDD Parties agrees to cooperate with the other to amend this Contract to add other areas to the District (or to create other joint economic development districts for such areas) in the future.

If at any time any property within the District is zoned for residential use, then such property shall be removed from the District.

Upon agreement of all of the JEDD Parties and the Board, this Contract, including **Exhibit A and B** attached hereto, may also be amended from time to time to remove property from the territory of the District.

Section 6. Term. The initial term of this Contract shall commence on the date hereof and shall terminate on [December 31, 2065], with the option to renew for a period of time to be determined and agreed to by the legislative bodies of each community, unless otherwise terminated prior to that date as provided herein. The provision herein for the initial term of this Contract recognizes that the accrual of benefits to the parties from this Contract may take years and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

This Contract may be terminated at any time by mutual consent of all of the JEDD Parties as authorized by their respective legislative authorities as provided herein. Unless otherwise agreed, in order for such termination to be effective, the legislative actions of the JEDD Parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Section 13 hereof, this Contract may also be terminated by the JEDD Parties if they agree, or this Contract is held invalid by a court of competent jurisdiction and such decision is a final non-appealable order or that the income tax provided for in Section 10 hereof is not legal or valid as determined by a court of competent jurisdiction and such decision is a final non-appealable order or that a court of competent jurisdiction has determined pursuant to a final non-appealable order that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by a written notice of such termination passed by each of the legislative authorities for each JEDD Party. The termination shall occur on the date set forth in that notice.

Upon termination of this Contract, any property, assets and obligations of the District shall be divided equally between the JEDD Parties, except that any items of infrastructure constructed by or for any JEDD Party shall be retained by that JEDD Party. Any records or documents of the District shall be placed with Trumbull County for safekeeping, which records and documents shall be maintained by Trumbull County Office of Economic Development as are public records of Trumbull County.

Pursuant to Section 715.72(G) of the Ohio Revised Code, This Contract shall continue in existence throughout its term and shall be binding on the JEDD Parties and on any entities succeeding such JEDD Parties, whether by annexation, merger, consolidation or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger, consolidation or otherwise, the JEDD Parties may, but are not required to, amend this Contract to add that municipal corporation as a party to this Contract. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Section 10 hereof. In the event that any portion of the territory of the Townships that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a noncontracting municipal corporation or an incorporation as a municipal corporation, the JEDD Parties shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation until and unless (1) the District has been created and the income tax provided for in this Contract has been in effect for one year and (2) the municipal corporation into which such territory would be annexed or merged or that is to be incorporated has either become a party to this Contract and has assumed all the obligations and

responsibilities required under this Contract in connection with such territory or has agreed otherwise to recognize and comply with this Contract in a form acceptable to the JEDD Parties.

Section 7. Governmental Service; Contribution to the District. It is the intention of the JEDD Parties to provide certain governmental services to the District. The JEDD Parties will cooperate to secure state and federal funding to contribute to or reimburse the parties for capital improvements.

As explained in more detail in Section 10 of this Contract, the District will establish a economic development plan and a plan to provide financing for needed infrastructure and public services, and the initial plan is attached hereto as **Exhibit C**. It is anticipated that a variety of sources will assist, including developer assistance or reimbursement payments, and/or governmental grants or payments, and potentially from proceeds or revenues from tax increment financing, and income taxes generated from the District. It is a principle of this Contract that the provision of necessary infrastructure be guaranteed to the extent possible and that all JEDD Parties will have an opportunity to be reimbursed for costs incurred on their behalf.

In accordance with Section 715.72 of the Revised Code, the JEDD Parties each agree to contribute to the development and operation of the District as follows:

A. Sanitary Sewer Services. Sanitary Sewer Service will continue to be provided by the Trumbull County Sanitary Engineer.

B. Water Services. Water service will continue to be provided by the Trumbull County Sanitary Engineer.

C. Road Construction, Maintenance. In the event that new roadways are constructed and located within the JEDD, and in the further event that any such roadway is proposed to be a Township roadway, it shall be constructed in accordance with applicable Township

specifications, and, upon dedication and acceptance of the same by the Township, shall be maintained by the Township. Internal roadway network and improvements to external public roadways shall be built to Trumbull County standards.

As mentioned above, the JEDD Parties will develop an economic development plan (initial plan is attached hereto as **Exhibit C**) to provide necessary road improvements, if any, and to determine which JEDD Party shall make such improvements or whether private sector developers shall be responsible for certain improvements and the costs thereof.

D. Other Services. The Township shall provide fire protection/emergency medical services, including the continuation of any mutual aid agreements that are in effect with the JEDD Parties, as well as for any roads dedicated to the Township, roadway snow removal/salting and pavement and road right-of-way maintenance, if and as necessary. Police services will continue to be provided by the Township, including the continuation of any mutual aid agreements that are in effect with the JEDD Parties.

Section 8. Board of Directors. Pursuant hereto, a Board is established to govern the District. Initially, and during any period during which there are no businesses operating within or persons employed within the area to be included in the District, the Board of Directors shall be established in accordance with Section 715.72(P)(2) of the Ohio Revised Code. The Board of Directors shall be composed of three people and appointed as follows: one member appointed by Champion Township and serving per Section 715.72(P)(2)(b) of the Ohio Revised Code (the "Township Member"); one member appointed by Warren City and serving per Section 715.72(P)(2)(a) of the Ohio Revised Code (the "City Member"); and one member selected by the Township Member and the City Member to serve as Chairperson per Section 715.72(P)(2)(c) of the Ohio Revised Code (the "Chair").

The Board members shall serve terms in accordance with Section 715.72(P)(2) of the Ohio Revised Code which provides in pertinent part,

“The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(2)(a) of this section shall serve a term of one year; the member described in division (P)(2)(b) of this section shall serve a term of two years; and the member described in division (P)(2)(c) of this section shall serve a term of three years. Thereafter, terms for each member shall be four years, each term ending on the same day of the same month of the year as did the term it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.”

During any period during which there are businesses operated within or persons employed within the area to be included in the District, the Board of Directors shall be established in accordance with Section 715.72(P)(1) of the Ohio Revised Code. The Board of Directors shall be composed of five people and appointed as follows: one member appointed by the Township and serving per Section 715.72(P)(1)(b) of the Ohio Revised Code (the “Township Member”); one member appointed by the City and serving per Section 715.72(P)(1)(a) of the Ohio Revised Code (the “City Member”); one member appointed by the Township Member and the City Member representing the owners of the businesses operating within the District per Section 715.72(P)(1)(c) of the Ohio Revised Code (the “Business Member”); one member appointed by the Township Member and City Member representing the persons employed within the District per Section 715.72(P)(1)(d) of the Ohio Revised Code (the “Employee Member”); and one member selected by all the other members described herein per Section 715.72(P)(1)(e) of the Ohio Revised Code (the “Chair”).

The Board members shall serve terms in accordance with Section 715.72(P)(1) of the Ohio Revised Code which provides in pertinent part,

“The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(1)(a) of this section shall serve a term of one year; the member described in division (P)(1)(b) of this section

shall serve a term of two years; the member described in division (P)(1)(c) of this section shall serve a term of three years; and the members described in divisions (P)(1)(d) and (e) of this section shall serve terms of four years. Thereafter, terms for each member shall be four years, each term ending on the same day of the same month of the year as did the term it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board."

All subsequent appointments to the Board shall be made by the same appointing authority (i.e., the City or the Township) as made the original appointment.

The members of the Board shall serve without compensation. Necessary and authorized expenses incurred by members on behalf of the District incurred in relation to Board service shall be reimbursed from District funds allocated to the Board according to procedures established by the contracting parties and the Board. Only actual documented costs are eligible for reimbursement.

Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

A member of the Board may be removed by the appointing party for "cause," which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed. The contracting parties may by consent adopt rules pertaining to Board member service, removal, and vacancy.

The Chairperson of the Board shall be the Board member as provided in Section 715.72(P)(2)(c) or (e), as applicable, of the Ohio Revised Code.

Section 9. Powers, Duties, Functions. The Board shall adopt by-laws, which shall be in substantially the form attached hereto as **Exhibit D.** The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of Champion Township or at other location as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board. If the Board consists of three members constituted, a minimum of two members shall constitute a quorum for Board meeting purposes. If the Board consists of five members, a minimum of three members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members present and constituting a quorum to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. Any majority of members of the Board may also call a special meeting by providing the same notice.

The Vice Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the Tax Agreement (as defined in Section 10 hereof) that the Treasurers' Office of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the board.

The Board shall adopt an annual budget for the District. The fiscal year of the district shall be January 1 through December 31. The budget shall estimate the revenues of the District and expenses of the operation of the district. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Section 10 hereof.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

(1) Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not

limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(2) incur debt to fund the operations of the JEDD as set forth and in conformance with the provisions of this Contract;

(3) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;

(4) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(5) apply to proper authorities of the United State pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the district and to establish, operate and maintain such foreign trade zones;

(6) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the JEDD Parties;

(7) promote, advertise and publicize the District, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties to this Contract as well as Trumbull County and the State of Ohio;

(8) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(9) retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are

necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the District;

(10) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source or money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

(11) purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the district and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary.

(12) pay for an employee of the District, all costs of employment, including but not limited to, compensation, salaries, benefits, taxes, employer required obligations, and insurance, shall be paid from revenues of the District. The JEDD Parties to this Contract shall not be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment.

(13) provide by resolution that the purchases of real or personal property, as well as other goods or services shall comply with applicable rules or regulations of the JEDD Parties.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Section 10 hereof.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract and shall have all the powers and benefits granted to the Board pursuant to Section 715.72 of the Ohio Revised Code.

Section 10. Income Tax. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of 2.50% in the District in accordance with Section 715.72(F)(5) of the Revised Code. The income tax will be applied within the District in accordance with the requirements of the City's tax code, including 2.50% on wages paid to persons employed within the District, and 2.50% on the net profits of businesses located in the District. The income tax shall go into effect as soon as is legally permissible. The rate of the income tax shall change from time to time so that it is equal to but shall not exceed the highest rate being levied by a municipal corporation that is a JEDD Party. The revenues of that income tax shall be used for the purposes of the District and the JEDD Parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions of the City's income tax legislation, as it may be amended from time-to-time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the district (the "Tax Agreement"). The Tax Agreement shall provide that the Treasurer of the City shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected

within the District. The Tax Agreement shall require that the Administrator provide quarterly reports to the Board regarding the receipt and distribution of the income tax of the District.

Section 10.1. Gross Revenue. Income tax revenue collected within the District for each calendar year ("Gross Revenue") shall be paid as follows, in order of priority:

Section 10.1.1. Payment for Administration. The City shall receive ten percent (10%) of the Gross Revenue as payment for administering the income tax of the District. The distribution of these administrative funds shall be reviewed by the JEDD Board on an Annual basis and be altered accordingly to the needs of the JEDD at that time.

Section 10.1.2. Payment to District for Certain Expenses. On the first business day of each quarter, from the Gross Revenue, the Administrator shall provide funds to the District to pay the outstanding or expected expenses of the operation of the District for that quarter in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board, the amount of appropriations for that calendar year, which shall be five percent (5%) of the Gross Revenue. The distribution of these administrative funds shall be reviewed by the JEDD Board on an Annual basis and be altered accordingly to the needs of the JEDD at that time

Section 10.1.3 JEDD Formation Expenses. From the remaining Gross Revenue after the payments set forth in Sections 10.1.1, and 10.1.2 have been made, the Administrator shall repay the JEDD Parties on a pro rata basis the costs which they incurred to establish the District until each JEDD Parties is paid in full at which time this Section 10.1.3 shall terminate.

Section 10.2. Net Proceeds. From the remaining tax revenue after satisfying the obligations in Section 10.1. above (the "Net Proceeds"), the Administrator shall, on a quarterly basis, in following order of priority:

Section 10.2.1. JEDD Party Payment Fund. Pay 80% of the remaining Net Proceeds to a "JEDD Party Payment Fund", on a quarterly basis, for the first two- and one-half years as follows:

- (1) To the City, 45%
- (2) To the Township, 55%

After the first two- and one-half years, pay 80% of the remaining Net Proceeds to a "JEDD Party Payment Fund", on a quarterly basis, as follows:

- (1) To the City, 50%
- (2) To the Township, 50%

These payments to the JEDD Parties may be used by each JEDD Party for any lawful purpose. Should the JEDD incur debt and the 20% of Net Proceeds payment set forth in Section 10.2.2 is not sufficient in any fiscal year to fund the Debt Repayment Fund (defined below) to an amount equal to three times the Loan Payment (defined below), then the 20% payment of the Net Proceeds to paid to the JEDD Party Payment Fund set forth in this Section 10.2.1, shall be suspended, and 100% of the Net Proceeds shall be paid to the Debt Repayment Fund until such time as the Debt Repayment Fund has a sum equal to three installments of the Loan Payment. At the time that the Debt Repayment Fund is equal to three times the Loan Payment, then the 20% payment of the Net Proceeds to the JEDD Party Payment Fund shall resume.

Section 10.2.2. JEDD Reimbursement Fund. Pay 20% of the Net Proceeds to a "JEDD Reimbursement Fund", on a quarterly basis, and make payments therefrom. If the JEDD should incur any debt, the City shall first pay all monies into the JEDD fund known as the "Debt Repayment Fund" until that fund reaches a balance of equal to three installments of debt payments previously approved and deemed necessary by the JEDD Board.

All monies remaining after the required payments are made to the Debt Repayment Fund shall be paid as a reimbursement to any entity that is entitled to a reimbursement as set forth herein. Each reimbursement shall be paid pro rata for the total sum the entity is entitled to reimbursement for compared to all sums for which a reimbursement is owed (a "JEDD Reimbursement"). JEDD Reimbursement shall be for expenses incurred for the construction of Capital Improvements (as defined below) made on behalf of and authorized by the District. An entity that is entitled to reimbursement from the JEDD Reimbursement Fund, which shall include the City, the Developer, and the Township, is referred to herein singularly as the "Reimbursement Entity".

Section 10.2.2.1. JEDD Reimbursement Agreement. The Board may enter into such private or public reimbursement agreements, or other contracts, with any JEDD Reimbursement Entity, providing for the reimbursement from the JEDD Reimbursement Fund of all or a portion of the costs of Capital Improvements constructed in, or which directly benefit, the JEDD. If all parties entitled to payment from the JEDD Reimbursement Fund have been paid, the JEDD Reimbursement Fund shall continue to accumulate funds until the JEDD Reimbursement Fund totals four hundred thousand dollars and zero cents (\$400,000.00). When the JEDD Reimbursement Fund has a balance of four hundred thousand dollars and zero cents (\$400,000.00), it shall not be paid any additional funds, the resulting net proceeds will be paid to the JEDD Party Payment Fund until such time as the balance of the JEDD Reimbursement Fund is below four hundred thousand dollars and zero cents (\$400,000.00). If the JEDD terminates and a balance remains in the JEDD Reimbursement Fund, and all parties entitled to a payment from the JEDD Reimbursement have been paid in full, then the balance of the fund shall be paid as follows:

- (1) To the City, 50%

(2) To the Township, 50%

Section 10.2.2.2. Economic Development Plan; Capital Improvements. Attached hereto as Exhibit C is the initial economic development plan for the District (the "Initial Plan") setting forth in detail the initial infrastructure required to support the District and identifying the entity that has agreed to pay for the construction of such Capital Improvements (as defined in this Section 10.2.2.2.). Each Reimbursement Entity shall be entitled to a JEDD Reimbursement for the expenses incurred by each Reimbursement Entity to construct the Capital Improvements set forth in the Initial Plan. Each Reimbursement Entity shall enter into a reimbursement agreement, using the template form attached hereto as Exhibit E.

"Capital Improvement" expenses for which a Reimbursement Entity is entitled to a JEDD Reimbursement are the Net Cost (as defined below) of:

Public infrastructure improvements to be owned by the public which may include, but are not necessarily limited to:

street lighting; sidewalks and/or bike paths; acquisition of land for park purposes; acquisition and installation of equipment in parks; construction of other park improvements; acquisition of land for rights of way; construction of roads and all related appurtenances, traffic signs and signals; the provision of gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; provision of communications service facilities; construction of any potable water, sanitary sewer, or storm water facilities in or near the District in order to provide service to the District; engineering and other professional services secured in connection with the public infrastructure including legal, planning, citizen participation, environmental studies and remediation; streetscape and other improvements

including, but not limited to, grading, draining, curbing, paving, resurfacing, constructing or reconstructing storm sewers, sanitary sewers, water mains, sidewalks, driveway approaches and aprons, public parking spaces and structures; electrical lighting; removal and placement of overhead utilities underground; installation of the desired conduit; environmental remediation; wetlands mitigation; land acquisition, including acquisition in aid of industry, commerce, distribution or research; demolition; flood remediation; detention ponds and drainage swales; installing public benches, seating areas and trash receptacles; planting trees, shrubbery and other landscaping materials, together with all other necessary and appropriate appurtenances (collectively, the "Capital Improvements").

Section 10.2.2.3. No Financing Costs; Net Cost of Capital Improvements. While it is anticipated that each Reimbursement Entity will likely need to finance its projects, no financing costs are reimbursable to any Reimbursement Entity. Each Reimbursement Entity shall bear its own financing costs and expenses.

In addition, if a Reimbursement Entity receives payment or other form of compensation from a third party for the construction a Capital Improvement or grants financial assistance to another for the construction of a Capital Improvement, that sum shall be deducted from the JEDD Reimbursement with the resulting sum being the "Net Cost" of the Capital Improvement. Examples of monies that are to be deducted include, but are not limited to, the following:

- A. Monies received by a Reimbursement Entity from benefited properties, such as front foot fees paid for the provision of potable water or sanitary sewer services.
- B. Monies received by a Reimbursement Entity from a third party to pay, in whole or in part, a Capital Improvement, such as grants, loan principal forgiveness, reimbursement payments, or revenues from tax increment financing.

C. Monies awarded or received by a Reimbursement Entity such as developer assistance to pay the cost of a Capital Improvement.

Section 10.2.2.4. Amendment of JEDD Reimbursement Fund. At the point in time that all JEDD Reimbursement payments have been made in accordance with this Contract, and the JEDD Parties agree to take the necessary legislative action to adopt an agreement (the "JEDD Reimbursement Fund Amendment Agreement") setting forth that they do not foresee the need to incur the cost of Capital Improvements for which they or anyone else would be eligible for a JEDD Reimbursements, and such duly approved JEDD Reimbursement Fund Amendment Agreement is provided to the Board, then the JEDD Reimbursement Fund shall amend and any such funds held there in shall be transferred to the JEDD Party Payment Fund. From the date of the first regular Board meeting after receipt of the JEDD Reimbursement Fund Amendment Agreement, the JEDD Reimbursement Fund shall be amended and the JEDD Party Payment Fund shall receive such Net Proceeds as are then available pursuant to such Reimbursement Fund Amendment Agreement.

Section 10.3 Future Additions to the JEDD Territory. If in the future additional real property is added to the JEDD, the distributions of the JEDD funds will be reviewed and addressed by the JEDD Parties to meet the needs, requirements and associated obligations of the JEDD Parties, and any future development.

Section 11. Other Taxes. The JEDD parties acknowledge that this Contract only addresses income tax to be collected in the District and in no way affects property taxes levied on property within the District or sales and uses taxes to be paid in the District.

Section 12. Zoning. On the date of execution of this Contract, none of the areas comprising the District is zoned for residential use. Upon the formation of the District, the

Zoning Code of Champion Township only shall apply throughout the District area and the Township shall administer the same as though all such parcels were located in the Township. The City and the Township agree to implement and maintain only business, commercial and industrial zoning within the District. For purposes hereof and to the extent permitted by law, "zoning" shall include "conditional zoning", the granting of any variance or other form of permit to use and otherwise prescribing the uses of property within the District.

Section 13. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The JEDD Party in default shall have 60 days after receiving written notice from any other JEDD Party of the event of default to cure that default. If the default is not cured within that time period, any non-defaulting JEDD Party may sue the defaulting JEDD Party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be terminated because of a default unless all JEDD Parties agree to such cancellation or termination.

Section 14. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the JEDD Parties only in a writing approved by the legislative authorities of all of the JEDD Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the JEDD Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 15. Binding Effect. This Contract shall be binding upon the JEDD Parties, and the District and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

Section 16. Support of Contract. The JEDD Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors, if necessary, of the Township of the resolution authorizing this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the JEDD Parties agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. Each JEDD Party shall bear its own costs in any such proceeding challenging this Contract or any term or provision thereof.

Section 17. Signing Other Documents. The JEDD Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 18. Severability. Except as provided in Section 6 hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(1) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(2) the illegality or invalidity or any applications hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(3) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Sections 715.72 through 715.82 of the Revised Code. In the event that Section 715.72 through Section 715.82 of the Revised Code are amended or are supplemented by the enactment of a new section of the Revised Code relating to Joint Economic Developments Districts, the JEDD Parties may agree at the time to follow either the provisions of Sections 715.72 through 715.82 existing on the date of this Contract or the provisions of Sections 715.72 through 715.821 as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the District or the JEDD Parties to aggregate to acquire preferential rates for tele-cable, telephone, gas, electric or other utility services.

Section 20. Captions and Heading. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 21. Consideration, Utility Contract. The amendment, renewal or termination of a separate contract for utility services does not constitute any part of the consideration for this Contract. Further, other substantial consideration exists to support this Contract, and this Contract has been entered into between the JEDD Parties without duress or coercion related to the amendment, renewal or termination of a separate contract for utility services.

Section 22. Prohibition against Annexation within the District. In accordance with Section 715.72(R) of the Ohio Revised Code, no proceeding pursuant to Chapter 709 of the Ohio

Revised Code that proposes the annexation to, merger of, or consolidation with the City of any portion of the area comprising the District may be commenced at any time after the effective date of this Contract, until the date on which this Contract expires, terminates, or is otherwise rendered unenforceable. The JEDD Parties agree that, in addition to the provisions in this section, so long as this Contract is in effect and for a period of ten (10) years thereafter, the JEDD parties will not (i) accept any annexation petitions for any property located in the District, or (ii) assist property owners to annex their property located in the District to a municipality. The JEDD Parties will not be divested of their rights or obligations under this Contract because of annexation, merger, or succession of interests.

IN WITNESS WHEREOF, the JEDD Parties have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

(Signature Pages Continued on Next Page)

Signed as to the Township of Champion,
Trumbull County, Ohio in the presence of:

Name:

Name:

(Witnesses as to Township of Champion,
Trumbull County, Ohio)

TOWNSHIP OF CHAMPION, TRUMBULL
COUNTY, OHIO

By:_____
Trustee

By:_____
Trustee

By:_____
Trustee

Approved as to legal form and
correctness:

By:_____
Legal Counsel to Township of Champion
Trumbull County, Ohio

Signed as to the City of Warren,
Trumbull County, Ohio in the presence of:

CITY OF WARREN, TRUMBULL
COUNTY, OHIO

Name:

By:_____
Mayor

Name:

By:_____
Safety-Service Director

(Witnesses as to City of Warren,
Trumbull County, Ohio)

By:_____
Clerk of Council

Approved as to legal form and
correctness:

By:_____
Legal Counsel to City of Warren,
Trumbull County, Ohio

