

EXHIBIT A

MAP OF THE DISTRICT

EXHIBIT B

LEGAL DESCRIPTION

Being located in Trumbull County, Champion Township and being known as parts of lot 79, lot 80, and a reservation tract.

Beginning at an iron pin located in the northeast corner of the lands now or previously owned by the trustees of Kent State University and recorded in Volume 870 page 220 of the Trumbull County Records of Deeds. Said iron pin is also located on the southerly line of the egress and ingress easement recorded in Volume 1035 page 619. Said iron pin being the true point of beginning.

Thence S. 89 45' E. a distance of 1,521.99 feet to a point located on the westerly line of lands leased to the Trumbull County Joint Vocational School Board of Education and recorded in Volume 97, page 166.

Thence S. 0 21' 15" W. 1,806.24 feet to an iron pin located on the northern boundary of lands owned by the State of Ohio and containing TRU-5-1 0. 74 (Warren Outerbelt).

Thence N. 89 24' 37.5" W. 1,518.54 feet along the lands of the State of Ohio (Warren Outerbelt) to an iron pin located at the southeast corner of the lands owned by the trustees of Kent State University.

Thence N. 0 14' 30" E. 1,797.59 feet to the true point of beginning and containing 62.8824 acres.

Said parcel contains a 42' foot easement along its 1,518.54-foot southern boundary.

Being the same premises recorded in Volume 5, page 309 of the Official Records in the Recorder's Office of Trumbull County, Ohio.

Parcel Number: 46-901688

EXHIBIT C

ECONOMIC DEVELOPMENT PLAN

Introduction

The purpose of this plan, established pursuant to Ohio Revised Code 715.72(F)(3), is to set forth the objectives of the Warren-Champion Joint Economic Development District (the "District"). The District shall be operated in accordance with the Warren-Champion Joint Economic Development District Contract (the "Contract"). This plan shall serve as a framework for District efforts to engineer economic growth in Champion Township, Ohio ("Township") and the City of Warren, Ohio (the "City") (collectively, Township and the City, are referred to as the "JEDD Parties"), and provide plans for new, expanded, or additional services, facilities, or improvements to support ancillary economic growth and sustainability for the District and the JEDD Parties.

Background

The District is located on approximately sixty-two and eighty-eight hundredths (62.88) total acres located generally in the Champion Township area. The property within the District, much of which is vacant acreage with no existing improvements, is destined for development. The District serves as an integral entity necessary to satisfy the inevitable need for infrastructure and services to support that development.

The District, together with its partners the JEDD Parties, will strive to enable regional growth in a sustainable manner, as well activate economic development for the benefit of the region's citizens. The District will strive to maintain and expand business opportunities within the area of the JEDD parties that will further advance the quality of life for area residents. It will

promote high-quality development to fulfill the needs of businesses in the area as well as residents throughout the community.

Goals

The priority of the District, upon formation, will be to generate financial resources necessary provide appropriate governmental services and public infrastructure in support of commercial and industrial growth in the District and the region generally. The JEDD Parties anticipate construction and related jobs to be created in connection with the development of such improvements.

Development within the District is expected to create many new jobs for local residents, workers, patrons and other visitors. The District will work closely with other local governments, including the Champion Township, the City, Trumbull County, the State of Ohio, and developers spearheading additional development, to ensure that the District can maximize the potential benefits of the current and other necessary public infrastructure improvements, and maintain the exceptional quality of life available to local residents and workers.

Schedule for New, Expanded, and Additional Services, Facilities, and Improvements

The District will facilitate the provision of the following new, expanded, and additional services, facilities, and improvements:

- Provision of periodic capital improvements and long-term maintenance of necessary public infrastructure in support of the District, which initially is expected to include:
 - CHA #23 Bridge Placement
 - Educational Highway Paving
 - RT/LT Turn Lanes onto Primary Access Drive

- SR 45 Turn Lane Extension
 - Research Parkway Paving
 - Educational Highway Signal Improvement
- Provision of periodic capital improvements and long-term maintenance of necessary public infrastructure improvements within the District, resulting from public and private development within the District and resulting increased use of public infrastructure generally within the District;
- Provision of safe, adequate, and efficient vehicular and pedestrian traffic patterns in the District area;
- Encouragement of economic development, job creation, and commercial investment in order to create jobs in and around the District;
- Provision of governmental services, including enhanced police, fire, and emergency medical service protection in and around the District, excluding the cost of labor, salary, and any and all costs of employment; and
- Any other purposes permitted by law as determined by the JEDD Parties.

The District expects this Economic Development Plan to be integrated and complementary to the economic development planning for the entire area of the JEDD Parties and is expected to provide the stimulus for the economic enhancement of the JEDD Parties and to maintain and create jobs and economic opportunities for the residents of the JEDD Parties and surrounding areas.

EXHIBIT D

WARREN-CHAMPION JOINT ECONOMIC DEVELOPMENT DISTRICT

BYLAWS

BYLAWS GOVERNING

WARREN-CHAMPION

JOINT ECONOMIC DEVELOPMENT DISTRICT

Table of Contents

Section 1. Definitions	3
Section 2. Board of Directors and Officers	3
A. Composition of Board of Directors	3
B. Officers; Election Procedure	4
C. Duties of Officers	4
D. Meetings of Board of Directors	5
D. Resolutions	6
E. Powers and Duties	6
Section 3. Public Notice Rules for Meetings	8
A. Meetings	8
B. Formal Action	8
C. Notice of Meetings	8
Section 4. Advisory Committees	11
Section 5. Conduct of Meetings	11
Section 6. District Funds	11
Section 7. Amendments	12
Section 8. Transition	12

**BYLAWS
GOVERNING
WARREN-CHAMPION JOINT ECONOMIC DEVELOPMENT DISTRICT**

- A. Sections 715.72 to 715.83 of the Revised Code ("R.C.") authorize municipal corporations and townships under certain conditions to enter into an agreement to create a joint economic development district to facilitate the economic development of the district, the municipality and the township.
- B. The City of Warren, Ohio ("City") and the Township of Champion, Trumbull County, Ohio ("Township"), each authorized and directed by its legislative authority, entered into the Warren-Champion Joint Economic Development District Contract (the "Contract") as of _____, 2025, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the Warren-Howland-Warren Joint Economic Development District Contract (the "District"), Trumbull County (the "County") and the State of Ohio (the "State").
- C. Section 9 of the Contract provides that the Board of Directors of the District shall adopt bylaws for the regulation of its affairs and the conduct of its business consistent with the Contract.

NOW, THEREFORE, the following provisions shall constitute the Bylaws of Warren-Champion Joint Economic Development District.

Section 1. Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in the Contract, as that Contract may, from time to time, be amended, modified or supplemented in accordance therewith.

Section 2. Board of Directors and Officers.

As provided by R.C. Section 715.72(P), the Board of Directors (the "Board") shall be the governing body of the District.

- A. **Composition of Board of Directors.** The Board shall be established and organized as provided in Section 8 of the Contract. As provided in the Contract, the members of the Board shall be compensated for their services as Board Members. Necessary and authorized expenses incurred by a Board member on behalf of the District shall be reimbursed from District funds in accordance with procedures established in Section 6 hereof.

- B. **Officers; Election Procedure.** The officers of the District shall be the Chairperson, Vice Chairperson, the Secretary and the Treasurer. The Chairperson shall be the Board member selected in accordance with R.C. Section 715.72(P) and the Contract. The other officers shall be elected by and from the members of the Board; provided that Board Member No. 1 appointed by the City shall serve as Treasurer as provided in the Contract. Except for the Treasurer, the Board shall elect officers at the first meeting of the Fiscal Year. The Board Chairperson shall accept nominations for each officer and conduct a voice vote of the members to elect each officer. The officers shall serve as officers for a two-year term but shall continue to serve until their respective successors take office. Officers may serve more than one term as such officers.

In the event of the death, disqualification, removal or resignation of any officer (other than the Chairperson), the Board shall elect a successor for the balance of the unexpired term of such officer. In the event of the death, disqualification, removal or resignation of the Chairperson, the Vice Chairperson shall assume the office of Chairperson until a new Chairperson has been selected by the other Board members in accordance with R.C. Section 715.72(P) and the Contract.

C. **Duties of Officers.**

1. **Chairperson.** The Chairperson shall preside at all meetings of the Board of Directors. The Chairperson's duties include, without limitation, preparing the agenda for each meeting of the Board and distributing an annual report concerning the activities and operations of the District. The Chairperson may designate the date, time of special meetings as provided herein and shall have general supervision over the business and affairs of the District subject to the direction of the Board.
2. **Vice Chairperson.** The Vice Chairperson shall assist the Chairperson in the discharge of his duties and shall perform such other duties as the Board may require. In the temporary absence, incapacity, resignation or removal of the Chairperson, the Vice Chairperson shall preside at meetings of the Board of Directors and shall perform all the duties of the Chairperson. In such circumstances, the Vice Chairperson shall have all the powers and authority of the Chairperson and any documents signed by the Vice Chairperson shall be as valid and binding as though signed by the Chairperson.
3. **Secretary.** 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. Minutes of all Board meetings shall be kept by the Secretary and distributed to each member of the Board and to the City and Township promptly after each Board meeting. The Secretary shall provide written notice to all members of the Board of Directors and to others as required by law of all meetings of the Board in accordance with paragraph (D) of this Section. The Secretary shall

perform such other duties as the Board may request. The Board may designate or employ another person (including an employee of the District, the City or the Township), to keep minutes of Board meetings and to otherwise assist the Secretary in carrying out the duties of that office.

4. Treasurer. The Treasurer of the Board shall act as the fiscal officer of the District and shall be responsible for all fiscal matters of the District including, but not limited to, the preparation of the budget, the appropriations resolution and all necessary fiscal reports for the Board, paying or providing for the payment of expenses of operation and administration of the District, receiving, safekeeping and investing or providing for the receipt, safekeeping and investment of funds of the District and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Treasurer shall obtain and keep in force a fidelity bond, in an amount determined by the Board and with a surety company approved by the Board, or, in lieu of a separate fidelity bond, the Board may direct the Treasurer to continue and keep in force any existing fidelity bond the Treasurer may have that the Board determines to be adequate. In either case, the District shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board. The Board may designate or employ another person (including an employee of the District, the City, or the Township), to assist the Treasurer in carrying out the duties of that office.

5. Signing. The Chairperson, the Vice Chairperson, the Secretary and the Treasurer may each sign all authorized documents, including without limitation, all contracts and other obligations, in the name of the District, provided that each document shall be signed by at least two officers. Bank checks of the District shall be signed by the Chairperson (or the Vice Chairperson in the absence of the Chairperson) and the Treasurer.

- D. Meetings of Board of Directors. 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 to transact business. Each member of the Board shall have one vote and the affirmative vote of a majority of members present and constituting a quorum is necessary for any action taken by a vote of the Board.

The Board of Directors shall meet at least once per year. At its first meeting, the Board shall determine its mailing address (which the Board may change from time to time) and elect the officers of the District. At its first meeting in each Fiscal Year, the Board shall set the dates, time and location for its regular meetings for that Fiscal Year and shall, if necessary, elect the officers of the District whose terms have expired.

Special meetings may be called by the Chairperson as necessary or may be called upon written request from a majority of the members of the Board of Directors. Notice, in writing, of each such meeting shall state the date, time and place of the meeting and subject or subjects to be considered at the meeting, and shall be given by or on behalf of the Secretary (by personal delivery, first class mail, email, or facsimile message) to each member of the Board at each member's residence or place of business not less than 24 hours preceding the time for the meeting and to others requesting such notice unless in the event of an emergency. The requirements and procedures for notice may be waived in writing by each member of the Board and any member of the Board shall be deemed conclusively to have waived such notice by attendance of that member at such meeting. 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.

All meetings of the Board of Directors shall be open to the public and notice shall be given in accordance with Section 3 hereof, subject to the exceptions in R.C. Section 121.22(G), as that Section may be amended from time to time.

Meetings of the Board may be held at the offices of Champion Township or at another location as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board.

- D. Resolutions. All actions of the Board of Directors, except as provided herein, shall be by resolution entered on its records. The affirmative vote of a majority of members present and constituting a quorum of the Board shall be required for the enactment of every resolution. Unless otherwise specifically provided in the resolution or by R.C. Sections 715.72 or 715.83, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Ohio Revised Code to be made by the Treasurer or the Board.

- E. Powers and Duties.

1. Prior to November 15 in each Fiscal Year, the Board of Directors shall adopt an annual budget for the following Fiscal Year based on the estimate of the total revenues and expenses of operating and administering the District and its programs for the next Fiscal Year. The Fiscal Year of the District shall be the same as the fiscal year of the City. The Board shall provide a copy of the annual budget to the City and Townships promptly after its adoption. The adopted annual budget may be amended as needed by the Board of Directors.

2. Prior to November 15 in each Fiscal Year, the Board of Directors shall approve the annual appropriations of the District for the next Fiscal Year based upon the annual budget determined pursuant to the preceding paragraph. The adopted annual appropriations may be amended as needed by the Board of Directors.
3. At its first meeting in the appropriate Fiscal Year, the Board of Directors shall elect the officers of the District for the next two-year term in accordance with Section 2(B) hereof.
4. At its first meeting, the Board of Directors shall adopt a resolution to levy an income tax within the District in accordance with R.C. Section 715.72(F)(5) and Section 10 of the Contract. The Board shall adopt a resolution to change the rate of the income tax, when necessary, as provided in the Contract. The Board will enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"), provided that such agreement may be assigned or subcontracted to another agency by the City.
5. The Board of Directors shall exercise the powers and perform the duties and functions set forth in Section 9 of the Contract.
6. In addition, the Board of Directors may:
 - a. act as the managerial body for the District;
 - b. appoint one or more advisory committees, as provided in Section 4 hereof, if determined by the Board to be necessary or appropriate to assist the Board in the management of the District;
 - c. direct the Treasurer concerning disbursements from the funds maintained by the District;
 - d. amend the budget and appropriations of the District, subject to certification by the Treasurer that the amended budget and appropriations are within the limits of the District's resources; and
 - e. make determinations concerning any matter relating to the District and its programs, including but not limited to: (i) amendments to or modifications of the Bylaws, (ii) appropriations of the District, and (iii) do all acts and things necessary and convenient to carry out the powers granted in the Contract.
7. There is reserved in the Board of Directors the authority, at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by law and in compliance with the Contract.

Section 3. Public Notice Rules for Meetings.

- A. Meetings. Except as otherwise provided herein or by law, meetings of the Board and of any of its committees shall be open to the public at all times. The Secretary or the person otherwise designated to perform such duty shall prepare, file and maintain the minutes of each meeting, and the minutes of each meeting shall be open to public

inspection. The record of proceedings need only reflect the general subject matter of discussions in executive session.

B. **Formal Action.** Any resolution, rule, motion or formal action shall be deliberated and voted upon in an open meeting except to the extent deliberation occurs in an executive session, which shall be held only at a regular or special meeting and only for the purpose of considering those matters permitted by law to be considered at executive sessions.

C. **Notice of Meetings.**

1. **Posted Notice.**

a. **Regular Meetings.** The Secretary shall post a statement of the time and place of the first regular meeting of the Board of Directors for the Fiscal Year not later than the second day preceding the day of that meeting. The Secretary shall post a statement of the times and places of regular meetings of the Board of Directors or of any advisory committee appointed by the Board of Directors for each calendar year not later than the second day preceding the day of the second regular meeting of the Fiscal Year. The Secretary shall check at reasonable intervals to ensure that such statement remains posted during the calendar year. If at any time during the Fiscal Year the time or place of regular meetings, or of any regular meeting, is changed on a permanent or temporary basis, the Secretary shall post a statement of the time and place of any changed regular meeting at least 24 hours before the time of the first changed regular meeting.

All such statements shall be posted at a location to be determined by the Board.

b. **Special Meetings.** Except in the case of an emergency requiring immediate official action, the Secretary shall post a statement of the time, place and purpose of any special meeting of the Board of Directors or any advisory committee at least 24 hours before the time of the special meeting. That notice shall be in addition to any other notice these Bylaws require to be given to members of the Board. Such notice shall be posted at a location to be determined by the Board.

c. **Adjournment.** Upon the adjournment of any regular or special meeting to another day, the Secretary shall post notice promptly of the time and place of the rescheduled meeting.

Such notice shall be posted at a location to be determined by the Board.

2. **Notice to News Media**

- a. Any news media that desires advance notification of special meetings shall file with the Secretary a request therefore. Such requests may be modified or extended only by filing a complete new request with the Secretary. The request shall specify whether the request is for meetings of the Board or for an advisory committee, if any, the name of the news media, the name and address of the person to whom written notifications to the media can be mailed, and at least one telephone number that can be called at any hour of the day or night for the purpose of giving oral notification to the media.
 - b. Except in the event of an emergency requiring immediate official action, a special meeting shall not be held unless the Secretary has given at least 24 hours advance written notification or oral notification to the requesting news media of the time, place and purpose of the special meeting. The Secretary shall give that advance notice for any special meeting.
 - c. In the event of an emergency requiring immediate official action, a special meeting may be held even though 24 hours advance notice has not been given to the requesting news media. The person or persons calling the special meeting, or the Secretary on their behalf, shall immediately give written notification or oral notification, or both, as the person or persons giving such notification determine, of the time, place and purpose of the meeting to the requesting news media. The record of any such meeting shall state the general nature of any emergency requiring immediate official action.
3. Notification of Discussion of Specific Types of Public Business.

Any person may, upon written request and as provided herein, obtain reasonable advance notification of all meetings at which any specific type of public business is scheduled to be discussed.

- a. Such person may file a request with the Secretary, which request shall specify the person's name and mailing address, the telephone number or numbers at which the person can be reached during and outside of business hours, whether the Board or an advisory committee, if any, is the subject of the request, the specific type of public business concerning which the person is requesting advance notification, and the number of calendar months that the request covers.
- b. The request filed with the Secretary must be accompanied by a supply of self-addressed, stamped envelopes in addition to any fee that the Board determines to be reasonable to cover costs of providing such notifications. Such request may be modified or extended only by filing a complete new request with the Secretary. A request shall not be deemed to be made unless it is complete in all respects, and the information contained in such request may be conclusively relied on by the Board and the Secretary.

- c. The Secretary shall, if possible, give such advance notification by written notification, provided that written notification shall be given only so long as the supply of self-addressed, stamped envelopes lasts. If such written notification cannot be given or has not been given (other than for lack of such envelopes), the Secretary shall give oral notification.

4. General.

- a. Any notification provided herein to be given by the Secretary may be given by any person acting on behalf of or under authority of the Secretary.
- b. The Secretary shall maintain a record of the date and time, if pertinent under this Section, of all notices and notifications given or attempted to be given under this Section, and to whom such notifications were given or unsuccessfully attempted to be given.
- c. The Secretary, or any person acting on behalf of or under the authority of the Secretary, or any member of the Board or advisory committee, if any, shall, upon request and within a reasonable time, submit a certificate of the Secretary or any person acting on behalf of or under the authority of the Secretary, as to compliance with this Section of these Bylaws as to notice and notification. A reasonable attempt at notification shall constitute notification in compliance therewith. That certificate shall be conclusive upon the Board as to the facts set forth therein.

Section 4. Advisory Committees.

The Board of Directors may appoint one or more advisory committees to assist the Board in the management of the District or any of its programs. The members of an advisory committee shall be appointed by and shall serve at the pleasure of the Board and for such period of time as may be determined by the Board. Members of the advisory committee shall serve without pay unless the Board, in its discretion, resolves to pay a stipend to members of the advisory committee. At least one member of the Board shall serve as liaison to each advisory committee. Each advisory committee shall perform the duties directed by the Board.

The Board of Directors shall appoint a chairperson and vice chairperson for each advisory committee. The advisory committee chairperson shall preside at all committee meetings and prepare the agenda for each meeting following consultation with the Board. In the absence of the committee chairperson, the committee vice chairperson shall preside at committee meetings. The committee vice chairperson shall succeed to the office of the committee chairperson, should it be vacated before the end of a term, and shall assist the committee chairperson in the discharge of the chairperson's duties.

Each advisory committee shall make recommendations to the Board concerning any matter referred to it by the Board.

Section 5. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of *Robert's Rules of Order, Revised*, unless otherwise directed by these Bylaws or by resolution of the Board of Directors, or any advisory committee with respect to the meetings of each of those bodies. The Chairperson (and, in the case of an advisory committee, the committee chairperson) shall be the parliamentary procedure officer and the decisions of such chairperson with respect to matters of parliamentary procedure shall be final.

Section 6. District Funds.

The District's funds shall be established and maintained by the Treasurer of the District separate and apart from all other funds that may be under the custody of the Treasurer. The Board shall establish such funds as are required to effectuate the purposes of the Contract. Separate other funds may be established for additional programs or projects of the District as provided in the Contract. The District's funds shall be subject to the laws of the State concerning the investment and management of public funds, particularly R.C. Chapter 135, and shall be the responsibility of the Treasurer.

The Treasurer of the District shall deposit or cause to be deposited in the General Fund the revenues received from income tax or from other sources for operating costs of the District. Money may be transferred from the General Fund to any other fund of the District by action of the Board. Any interest earned on money in any District fund shall be credited to that fund. Disbursements may be made from a District fund by the Treasurer at the direction of the Board for any proper purpose of the District, including but not limited to payment of operating costs, costs incurred in connection with the organization and meetings of the District, costs and expenses of studies undertaken relating to new programs that may be of benefit to the District, fees and expenses provided under the Contract or the Tax Agreement or of consultants and lawyers, payment of other operating expenses, and payment of other costs of programs or projects of the District.

The Treasurer shall maintain records that account for all disbursements from the District funds. The Treasurer shall make at least yearly reports to the Board concerning all contributions to and disbursements from the District's funds during the preceding calendar quarter.

Section 7. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least four members of the Board of Directors. The Secretary shall promptly provide a copy of the modified, amended or supplemented Bylaws to the Township and to the City.

Section 8. Transition.

In the first Fiscal Year of the Board's operations, actions required by these Bylaws to be taken by the Board of Directors prior to specified dates shall be taken as soon as practical following the effective date of the Bylaws.

EXHIBIT E

REIMBURSEMENT AGREEMENT FORM

**AGREEMENT FOR CAPITAL IMPROVEMENTS
CONSTRUCTION AND COSTS REIMBURSEMENT
(WARREN-CHAMPION JEDD)
(Governmental Entity)**

This Agreement for Capital Improvements Construction and Costs Reimbursement (this "Agreement") is made and entered into as of the ____ day of _____, 2025 by and among the BOARD OF DIRECTORS OF WARREN-CHAMPION JOINT ECONOMIC DEVELOPMENT DISTRICT (the "JEDD Board"), a public body organized and existing under the provisions of Ohio Revised Code ("R.C.") Section 715.72; and **[pick one of the following: the City of Warren, or Champion Township, which entity will be referred to herein as the "Governmental Entity".]** The City of Warren, a municipal corporation is referred to herein as the "City", and Champion Township (Trumbull County), Ohio is referred to herein as "Township"). **[Insert Governmental Entity here]** is referred to herein as the "Governmental Entity" for purposes of this Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to R.C. Section 715.72, the City and the Township have entered into a Joint Economic Development District Contract (the "JEDD Contract"), creating the Warren-Champion Joint Economic Development District (the "JEDD"); and

WHEREAS, the JEDD is comprised of land located in the City and the Township, which land is depicted and described in Exhibits A and B to the JEDD Contract; and

WHEREAS, as stipulated in the JEDD Contract, (i) the JEDD Board has adopted or will adopt a resolution (the "Income Tax Resolution") to levy an income tax in the JEDD in accordance with R.C. Section 715.72 (the "Income Tax"), (ii) the Income Tax will be administered, collected, and distributed by the City, (iii) the City has established a "JEDD Reimbursement Fund" for the purposes of the JEDD, into which the City shall transfer annually an amount equal to 20% of the "Net Proceeds" (as defined in the JEDD Contract); and

WHEREAS, if the Trumbull County Engineer proposes to develop INSERT PROJECT DETAILS HERE, together with related site improvements (the "Project") at a site whose boundaries are coterminous with the boundaries of the JEDD (the "Project Site"); and

WHEREAS, the development of the Project will necessitate construction of certain Capital Improvements (as defined in Section 1 below) within or contiguous to the JEDD; and

WHEREAS, pursuant to the JEDD Contract, the City and the Township may be reimbursed for Capital Improvements from the Income Tax revenues deposited into the JEDD

Reimbursement Fund pursuant to one or more agreements among the JEDD Board and the Governmental Entity (each a "Reimbursement Agreement"); and

WHEREAS, the right to reimbursement of the Governmental Entity for Capital Improvements pursuant to this Agreement is limited to costs not otherwise reimbursed to the Governmental Entity from sources other than the JEDD Board pursuant to this Agreement, including, but not limited, financial contributions by others for public infrastructure improvement costs; and

WHEREAS, the JEDD Contract, in Section 10, (i) authorizes the JEDD Board to enter into reimbursement agreements with the Governmental Entity providing for the reimbursement of all or a portion of the Net Costs of Capital Improvements constructed in, or which directly benefit, the JEDD; and

WHEREAS, the JEDD Board has determined that construction of the Project is in the best interests of the JEDD Board and the general public and will advance the purposes of the JEDD; and

WHEREAS, the JEDD Board and the Government Entity have agreed that this Agreement constitutes a Reimbursement Agreement anticipated by the JEDD Contract; and

WHEREAS, the Governmental Entity has authorized the execution of this Agreement by its Ordinance or Resolution No. _____, adopted _____, 202__;

NOW, THEREFORE, in consideration of the above premises and the covenants and agreements contained herein, and to induce the design and construction of Capital Improvements to benefit the JEDD, the JEDD Board, and the Governmental Entity agrees as follows:

Section 1. Approval of Design and Authorization to Construct Capital Improvements; Limited Agency Designation.

(a) The JEDD Board hereby authorizes the design and construction by the Governmental Entity of Capital Improvements within or contiguous to or serving the JEDD. Such Capital Improvements 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, including, but not limited to, traffic signs and signals for the foregoing roads; 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 a sewer pump station; 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; traffic control devices, including traffic lights, signs and other markings; 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").

The parties to this Agreement acknowledge and agree that:

(i) The Governmental Entity has no obligation under this Agreement to design or construct all or any specific portion of the Capital Improvements;

(ii) The Governmental Entity, for the Capital Improvements that have been or will be designed and are being or will be constructed by or on behalf of the Governmental Entity pursuant to the terms of this Agreement (the "Designated Capital Improvements"), shall obtain in writing pre-construction approval of all Capital Improvements from the JEDD Board for which it seeks a cost reimbursement;

(iii) The Governmental Entity, for any Designated Capital Improvements for which it seeks a cost reimbursement by the JEDD Board under this Agreement, shall, after complying with (ii) above and upon completion of such Designated Capital Improvements, present such written request for approval to the JEDD Board for a cost reimbursement by the JEDD Board under this Agreement ("Request for Reimbursement"); this requirement is not applicable to Installations by Public Utilities (defined below);

(iv) The JEDD Board shall within thirty (30) days of presentation of a Request for Reimbursement, schedule a meeting to consider the Request for Reimbursement. If the JEDD Board determines that: (1) the Request for Reimbursement includes complete documentation of pre-construction approval of the Designated Capital Improvements by the JEDD Board (not applicable to Installations by Public Utilities or On Site Designated Capital Improvements); (2) the proposed Designated Capital Improvements are reasonably designed for the benefit of the JEDD; and (3) the Designated Capital Improvements comply with all contractual and legal obligations upon the JEDD Board related to Designated Capital Improvements, then the Board as a whole shall approve the Request for Reimbursement.

(v) The Governmental Entity, at its election, may design and construct other Capital Improvements (not designated by the Governmental Entity as Designated Capital Improvements) at its own cost and expense, which construction shall not be subject to the provisions of this Agreement, and, therefore, shall not be a basis for cost reimbursement by the JEDD Board under this Agreement.

(b) The JEDD Board hereby ratifies, authorizes and appoints the Governmental Entity to act as agent for the JEDD Board with respect to the design and construction of the Designated Capital Improvements for which a Request for Reimbursement has been approved for such Governmental Entity, including the making of design and/or construction contracts therefor.

Section 2. Designation of JEDD Representative. The JEDD Board agrees to designate, not later than 30 days following the execution of this Agreement, one or more persons as authorized representative(s) for the JEDD Board in connection with this Agreement (each, a "JEDD Representative"). Each JEDD Representative, acting alone, shall be authorized to accept communications to the JEDD Board pursuant to this Agreement, and to determine, provide and communicate, on behalf of the JEDD Board and without further authorization by the JEDD Board, any approvals and other actions required to be made by the JEDD Board under this Agreement, except those approvals that require specific approval by the JEDD Board as a whole pursuant to contractual and legal obligations upon the JEDD Board. However, a JEDD Representative is not authorized to execute any amendment to this Agreement without separate approval by the JEDD Board. A JEDD Representative may be a member, employee, or contracted agent of the JEDD Board, an employee of the City or the Townships (subject to consent to such designation by the City or the Townships), or as otherwise determined by the JEDD Board. Such designation, and any modification thereto made by the JEDD Board from time to time, shall be made in writing and communicated to the Governmental Entity. Such designation shall not preclude the JEDD Board from itself providing and communicating any approval or other action required to be made under this Agreement.

Section 3. Reimbursements by the JEDD Board for Costs of Designated Capital Improvements. The JEDD Board agrees to reimburse the Governmental Entity for the costs incurred by the Governmental Entity in design or construction of Designated Capital Improvements in accordance with this Agreement ("Eligible Costs"), subject to the limitations stated in this Section. Any reimbursement for Eligible Costs shall be paid solely from the JEDD Reimbursement Fund.

(a) Reimbursement Limitation. Reimbursements to the Governmental Entity under this Agreement for Eligible Costs shall not exceed the maximum total reimbursement amount of \$_____ (the "Maximum Reimbursement"). If the Governmental Entity is reimbursed for Eligible Costs from sources other than the JEDD pursuant to this Agreement, those reimbursements shall be deducted from any payments due to the Governmental Entity pursuant to this Agreement. If total Eligible Costs exceed the Maximum Reimbursement, then, as between the Governmental Entity and the JEDD Board, the additional costs will be borne by the Governmental Entity.

(b) Vouchers for Eligible Costs. From time to time, but no more frequently than once per quarter, the Governmental Entity may submit vouchers to the JEDD Board (or JEDD Representative) for reimbursement of Eligible Costs, with documentation of such costs by the Governmental Entity as may reasonably be requested by the JEDD Board (or JEDD Representative). With respect to vouchers for costs of construction work subject to payment of prevailing wages, the documentation shall include relevant payroll reports if requested by the JEDD Board (or JEDD Representative). The vouchers shall be submitted in the form attached hereto as Exhibit A along with all other required documentation. The Governmental Entity shall submit along with the voucher lien releases for all work and material for which payment is being sought. The Governmental Entity shall only submit vouchers once the Governmental Entity has substantially completed, or caused to be substantially completed, all work associated with that

portion of the Capital Improvements for which the Governmental Entity is submitting a voucher.

The JEDD Representative shall promptly review submitted vouchers, and upon approval thereof shall communicate to the Governmental Entity the amount approved for payment as Eligible Costs (an "Approved Payment"). The JEDD Representative shall use best efforts to communicate such Approved Payment determination within 20 days after each receipt of a voucher.

(c) Reimbursement Payments. To the extent that funds exist in the JEDD Reimbursement Fund that constitute a part of the Calendar Year Maximum ("Eligible Funds"), the JEDD Board shall pay to the Governmental Entity the Approved Payment amount within fifteen business days following receipt of each Approved Payment report from the JEDD Representative. Should insufficient Eligible Funds for such payment exist, then the JEDD Board shall maintain a record of unpaid amounts of Approved Payments, and the JEDD Board shall pay to the Governmental Entity such amounts within ten business days after Eligible Funds next exist in the JEDD Reimbursement Account, to the extent of the Eligible Funds. All such payments are subject to the Maximum Reimbursement limitation.

Section 4. Procedures and Policies Applicable to Design and Construction of Designated Capital Improvements. The Governmental Entity has designed or shall design and shall procure construction of the Designated Capital Improvements through contracts complying with this Agreement.

(a) Approval of Construction Plans. The Designated Capital Improvements shall be constructed in accordance with construction plans and any amendments thereto approved by the JEDD Board or the JEDD Representative.

Within fifteen business days following the submission (or any resubmission) of construction plans by the Governmental Entity, the JEDD Representative shall either provide written approval of the plans, or written comments detailing any changes needed. If approved construction plans are amended, any such amendment shall be approved and submitted to the JEDD Representative. Within fifteen business days following such submission of construction plans or amendments thereto, the JEDD Representative shall either provide written approval of the plans, or written comments detailing any needed changes.

(b) Prevailing Wages. For construction of any Designated Capital Improvements the cost of which exceeds the threshold amount established from time to time under R.C. Section 4115.03(B), the Governmental Entity agrees to pay, and cause its contractors and subcontractors to pay, State of Ohio prevailing wage rates ("Prevailing Wages") in accordance with applicable laws, rules and regulations.

(c) Invitations to Bid; Award of Contracts. The Governmental Entity (and/or its general contractor) shall competitively bid the construction components of the Designated Capital Improvements in a manner designated to secure at least three competitive bids from qualified contractors, determine or determined the best bids (which need not be the lowest bids), and award or awarded the contract(s). Such contracts may be executed in the name of the Governmental Entity (and/or its general contractor). If in the opinion of the Governmental Entity

it is required to comply with R.C. Section 153.12 in connection with securing bids, it shall comply with that section.

(d) Retainage Time for Completion. If in the opinion of the Governmental Entity it must proceed as set forth in this Subsection 4(d), the contracts for construction of Designated Capital Improvements shall provide for withholding of retainage in accordance with R.C. Sections 153.12 through 153.14, and shall specify time for completion of work, and damages for delay, in accordance with R.C. Section 153.19.

(e) Security for Performance. If in the opinion of the Governmental Entity it is not obligated to proceed as set forth in this Subsection 4(e), it need not do so. Otherwise, in accordance with R.C. Sections 153.54 through 153.571, all contractors bidding to construct Designated Capital Improvements shall be required to furnish a bid guarantee, and all contractors contracting to construct Designated Capital Improvements shall be required to furnish, prior to commencement of construction, a surety bond to guarantee completion of construction. Each surety bond shall name the Governmental Entity (and/or its affiliated general contractor) and the JEDD Board as respective obligees in the form provided by R.C. Section 153.57 or 153.571).

(f) Underground Utility Facilities. The Governmental Entity shall comply with the applicable obligations, if any, of R.C. Section 153.64 with respect to underground utility facilities.

(g) Non-Discrimination. Each contract for construction of Designated Capital Improvements shall contain provisions by which the contractor agrees to both of the following:

(i) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability (as "disability" is defined in R.C. Section 4112.01), or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates; and

(ii) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability (as "disability" is defined in R.C. Section 4112.01), or color.

(h) Professional Design Services. If and only if the Governmental Entity intends to seek reimbursement, as Eligible Costs, for costs incurred by the Governmental Entity for design (as opposed to construction) of Designated Capital Improvements, the Governmental Entity (and/or its general contractor) shall procure, or shall have procured, such services in accordance with R.C. Sections 153.65 through 153.71, unless in the opinion of the Governmental Entity it need not do so.

(i) Installations by Public Utilities. The Designated Capital Improvements may include public utilities or communication facilities (including, but not limited to, water mains, gas mains, sanitary sewers, storm sewers, electric service lines, telephone lines, and cable

communication lines). Such facilities, to the extent they are installed by or for the respective service provider (rather than by a construction contractor selected by the Governmental Entity) are hereby defined as "Installations by Public Utilities." Costs incurred by or on behalf of the Governmental Entity for Installations by Public Utilities are Eligible Costs under this Agreement. Paragraphs (a) through (g) of this Section shall not apply to Installations by Public Utilities.

Section 5. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if in writing and (i) delivered personally, or (ii) deposited in the United States Mail by Registered or Certified Mail, postage pre-paid, or (iii) sent by any nationally recognized courier delivery service, and addressed as set forth below. Any party may change the address and/or persons to which notices are to be addressed by giving the other parties to this Agreement notice in the manner stated in this Section.

- (a) If to the JEDD Board, to:
Board of Directors

With copy to:

- (b) If to the Governmental Entity, to:

With a copy to:

Section 6. Miscellaneous.

(a) Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Trumbull, State of Ohio.

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

(c) Amendments. This Agreement may be amended only by written instrument executed by the parties to this Agreement.

(d) Assignment The parties may only assign this Agreement with the consent of the other party, which consent shall not be unreasonably withheld provided, however, that the Governmental Entity may, without the consent of the JEDD Board, assign its rights and obligations under this Agreement to (i) a lender for the purpose of obtaining financing for the Capital Improvements, as long as such an assignment provides that the Governmental Entity remain liable for all its obligations under this Agreement, and the JEDD Board will cooperate with any reasonable assignment request by a lender in connection with that financing, and (ii) an entity affiliated with or under common control with the Governmental Entity.

(e) Successors. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto and their successors or assigns any rights or remedies under or by reason of this Agreement.

(f) Severability. If any section or provision of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of the parties hereto that if any provision of the Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

(g) Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the JEDD Board may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and neither the JEDD

Board members nor any JEDD Board official executing this Agreement, or any individual person executing this Agreement on behalf of the Governmental Entity, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the JEDD Board or the Governmental Entity contained in this Agreement.

(h) Entire Agreement and Invalidity. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties. However, this Agreement in no way modifies the JEDD Board's or anyone else's rights or obligations pursuant to the JEDD Contract. This Agreement shall be construed as a whole and not for or against either party. Should any provision of this Agreement be declared or determined to be null, void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect, and said null, void, inoperative, illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the JEDD Board and the Governmental Entity have caused this Agreement to be executed in their respective names by their duly authorized representatives, as of the date hereinabove written.

BOARD OF DIRECTORS OF THE WARREN-CHAMPION JOINT ECONOMIC DEVELOPMENT DISTRICT

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

GOVERNMENTAL ENTITY

By: _____

Print Name: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Warren-Howland-Warren Joint Economic Development District, gives this certificate to meet the requirements of R.C. Sections 5705.41 and 5705.44. However, it is not assumed or acknowledged that the foregoing Agreement is subject to R.C. Sections 5705.41 and 5705.44. Capitalized terms used herein have the meanings ascribed to them in the Agreement.

If the Agreement is subject to R.C. Sections 5705.41 and 5705.44, the Agreement is a continuing contract running beyond the termination of the fiscal year in which it is made, as provided in those sections. Furthermore, the JEDD Board has no obligation to make payments pursuant to the Agreement except to the extent that (i) Income Tax revenues are collected, and (ii) the Net Revenues set forth in the JEDD Contract are transferred by the City to the JEDD Reimbursement Fund. No Income Tax revenues have been collected as of the date of this certificate.

Accordingly, the undersigned hereby certifies that no moneys are required to meet the obligations of the JEDD Board during the fiscal year in which the Agreement has been executed, except to the extent that such moneys are in the treasury of the JEDD Board (being the JEDD Reimbursement Fund) or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By: _____
Fiscal Officer, JEDD Board

Date _____

GOVERNMENTAL ENTITY FISCAL CERTIFICATION

(insert here)

EXHIBIT A to Agreement For Capital Improvements Construction and Costs Reimbursement

FORM OF WRITTEN REQUISITION

To: BOARD OF DIRECTORS OF WARREN-CHAMPION JOINT ECONOMIC DEVELOPMENT DISTRICT

Subject: Request for Reimbursement from the Warren-Champion Joint Economic Development District pursuant to the terms of the Agreement for Capital Improvements Construction and Costs Reimbursement dated _____, 20__ (the "Agreement"), by and between the Board of Directors of the Warren-Champion Joint Economic Development District, and **[pick one of the following: the City of Warren, or Champion Township, which entity will be referred to herein as the "Governmental Entity".]** **[Insert Governmental Entity here]** is referred to herein as the "Governmental Entity".

You are hereby requested to approve the amount of \$_____ as Eligible Costs for the purposes set forth and attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Written Requisition have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Governmental Entity does hereby certify on behalf of the Governmental Entity that:

- (i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Written Requisition;
- (ii) The disbursement herein requested is for an obligation properly incurred, is a proper charge as a cost of the Capital Improvements (as defined in the Agreement), and has not been the basis of any previous reimbursement request;
- (iii) The Governmental Entity is in material compliance with all provisions and requirements of the Agreement;
- (iv) The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;
- (v) The Governmental Entity has, or the appropriate parties on the Governmental Entity's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the Capital Improvements or any part thereof which warranties have vested in the Governmental Entity;

- (vi) The Governmental Entity is not aware of any mechanic's or material man's liens (excluding those for which a bond or other form of security has been posted) from any contractors, subcontractors and suppliers (which would not include sellers of machinery and equipment) who have provided services or materials for the Capital Improvements for which reimbursement is requested pursuant to this Written Requisition;
- (vii) The Governmental Entity has obtained lien releases from any contractors, subcontractors and suppliers who have provided services or materials for the Capital Improvements for which reimbursement is requested pursuant to this Written Requisition.

EXECUTED this ____ day of _____, 20__.

By: _____

Printed: _____

Title: _____

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:

TOWNSHIP OF CHAMPION, TRUMBULL
COUNTY, OHIO

Name:

By:_____
Trustee

Name:

By:_____
Trustee

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

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

