

**COLERAIN TOWNSHIP JEDZ, COLERAIN CORRIDOR
JOINT ECONOMIC DEVELOPMENT ZONE CONTRACT**

This Colerain Corridor JEDZ Contract (the "Contract") is made and entered into as of July 22, 2014, by and between Colerain Township located in Hamilton County, Ohio ("Colerain" or the "Township"); and the City of Harrison located in Hamilton County, Ohio ("Harrison" or the "City") in accordance with the terms and provisions set forth herein. The parties hereto may be collectively referred to as the "Contracting Parties" and in the singular as a "Contracting Party".

RECITALS

A. The Township and the City enter into this Contract to create and provide for the operation of the Colerain Corridor JEDZ (the "Zone") in accordance with Section 715.691 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State"). The area of the Zone is set forth in the description attached hereto as Exhibit A and the map set forth on the Exhibit B.

B. The Board of Township Trustees of the Township and the City Council of Harrison have each authorized and directed the Township and the City, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 11-14 passed by the Harrison City Council on 7.22, 2014 and Resolution No. 46-14 adopted by the Board of Township Trustees on 7.22, 2014.

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

Section 1: Creation of Zone Name. The Township and the City, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development zone in accordance with the terms and conditions of this Contract. The joint economic development zone created by and pursuant to this Contract shall be known as the "Colerain Corridor JEDZ.

Section 2: Contracting Parties. The "Contracting Parties" to this Contract are the Township of Colerain, a limited home rule township existing and operating under the laws of the State and the City of Harrison, a municipal corporation existing and operating under the laws of the State, and their respective successors, in all or in part. Each party hereby acknowledges that it is entering into this contract freely and without duress or coercion.

Section 3: Purpose. The Township and the City intend that the creation and operation of the Zone shall, and it is the purpose of the Zone to, facilitate new or expanded growth for commercial or economic development, to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people in the State, the County of Hamilton (the "County"), the Township, the City and the Zone.

Section 4: Territory of the Zone. The territorial boundaries of the Zone are described in Exhibit A attached to and made part of this Contract and the Map attached as **Exhibit B**. This Contract incorporates and includes all exhibits attached hereto. The territory of the Zone is located entirely within the boundaries of the Township and the County. No electors reside within the area or areas comprising the Zone. The Zone is shown on the map attached hereto as Exhibit B, all of which is zoned appropriately in order to carry out the functions of this Contract and to promote economic development.

Section 5: Term. This Contract shall take effect the date on which the Hamilton County Board of Elections certifies that a majority of electors approve the Contract pursuant to the election required under Section 715.691(F) of the Ohio Revised Code, and shall continue for a period of forty (40) years.

This Contract shall automatically extend for up to three ten-year renewal terms. If either of the Contracting Parties does not wish to extend this Contract for any renewal term, the non-renewing Contracting Party shall give written notice to the other Contracting Party of its intent to not renew the Contract. Such notice shall be given no sooner than three years and no later than two years prior to the date of termination, whether the initial termination date or the termination date of any extension. If the Contracting Parties take no action, then this Contract shall automatically extend for an additional ten-year term, for three additional ten-year terms.

If the Contracting Parties mutually agree to terminate the Contract other than on a normal termination date, they shall enter into an agreement to terminate the Contract, which agreement shall provide for the date of termination which shall be on December 31 of the year in which the agreement to terminate is reached. In order for such termination to be effective, the legislative actions of the Contracting Parties that terminate this Contract must be effective within a period of ninety days of each other.

Either Contracting Party may unilaterally terminate this Contract at any time for any reason provided the terminating Contracting Party gives written notice to the other Contracting Party at least two years prior to the date of termination.

This Contract shall automatically terminate if (a) the Board has not adopted a resolution to levy the income tax within one year after the effective date of this Contract, or (b) a final order of a court of competent jurisdiction invalidates this Contract or the levy of the income tax, such termination to be effective upon the expiration of the time for appeal such final order provided no appeal has been filed in such time.

Notwithstanding any provisions for termination of this Contract contained herein except for Paragraph (k) of Section 9, the date of any termination shall be extended to the next succeeding December 31 so that this Contract shall always terminate at the end of a calendar year.

The provision herein for the initial term and any extension of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades.

In the process of termination of this Contract but prior to final termination, any real or personal property, assets, or funds of the Zone shall be distributed among the City and Township based on the Distributable Revenue percentages set forth in Section 9(e) below. Before any such distribution, the Zone shall first use any such property, assets or funds to pay, reduce or settle any obligations, debts or liabilities of the Zone in accordance with the terms under which such obligations, debts or liabilities were originally incurred. Obligations of the Zone include, but are not limited to, obligations of the Zone to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the Zone or otherwise. To the extent permitted by law, obligations of the Zone to a Contracting Party shall take precedence over other obligations, debts or liabilities of the Zone.

Upon the termination or nonrenewal of this Contract, the Board shall continue to exist following the date of termination of this Contract for the sole purpose of winding up the business affairs of the Zone, including discharging outstanding obligations, collecting outstanding income tax, liquidating any property and assets of the Zone, and distributing any funds and assets remaining to the City and the Township.

This Contract shall continue in existence throughout its term and shall be binding on the Contracting Parties and on any entities succeeding the Contracting Parties, whether by incorporation, annexation, merger or otherwise. Any portion of the territory of the Zone (not now in a municipal corporation) 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 Zone subject to the terms of this Contract and to the income tax provided for in Section 9 hereof.

Section 6: Contributions to the Zone. In accordance with Section 715.691 of the Ohio Revised Code, the Township and the City each agree to provide services and improvements to the Zone to facilitate economic development in the Zone. The Township and the City may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the Zone. In addition, the Board may contract for such services with any and all of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. The Contracting Parties may, but are not required to, make financial contributions to the Zone.

It is in the spirit of shared services as promoted by the State of Ohio that the Township and the City agree to provide new, expanded, enhanced, and additional services, money, or equipment.

The City of Harrison will provide the following services to the Zone: collection of the JEDZ income tax and disbursement to the relevant parties consistent with the terms of this Contract; upon request of the Township, advice and consulting services as to the budgeting and collection of the income tax; encourage commercial development necessary or appropriate to promote, complement, and benefit economic development within the Zone as agreed by the parties; and any other services which may hereafter be agreed upon by the City and Township. The Township and the City may also explore the City providing additional shared services to the Zone.

The Township will provide infrastructure improvements including, but not limited to, the planning, design, approval and construction of streets and roads including access roads as well as maintenance and repair, signalization, and streetscape buffers all to improve and enhance vehicular traffic in the area; enhancements to pedestrian circulation including walkways, pedestrian traffic control devices, and retaining walls for ease of access and safety; increased storm water capacity and quality initiatives; potential environmental remediation, land acquisition to aid in economic development in the area, parking facilities, demolition of blighted properties, and other infrastructure improvements to enhance the economic development opportunities and aesthetics in the area. In addition, the Township will provide administrative staff and professional services for planning purposes.

Nothing contained herein shall be construed as obligating any party to provide any particular service, level of service, or financial commitment to the JEDZ territory, and such matters shall be left to the further agreement of the parties.

The Township shall prepare all documents of the Township and the Zone relating to the formation and operation of the Zone.

Section 7: Board of Directors. The Board of Directors of the Zone shall be established in accordance with Section 715.691(G) of the Ohio Revised Code. The Board of Directors (the "Board") shall be composed of six people and appointed as follows: three members appointed by Township; and three members appointed by Harrison.

The Board members shall serve terms in accordance with Section 715.691(G)(1) of the Ohio Revised Code which provides in pertinent part. "Terms for each member shall be for two years, each term ending on the same day of the month of the year as did the term that it succeeds. A member may be reappointed to the Board."

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

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the Zone shall be reimbursed from Zone funds in accordance with procedure established by the Board. 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 Township shall select the Chairperson of the Board who shall be a Board member. The Board shall elect the following officers (who along with the Chairperson shall constitute the Officers of the Board) from among its members: a Vice Chairperson, a Secretary and a Treasurer. The Officers (except the Chairperson) shall be elected at the first meeting of the Board and thereafter every year for a one-year term and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 8: Powers, Duties, Functions. The Board shall meet at least once each calendar quarter on a date determined by the Board, provided that the first meeting of the Board shall be within 30 days after this Contract becomes effective, on a date agreed to by the Contracting Parties. The Board shall adopt procedures for holding and conducting regular and special meetings. The Board shall establish a mailing address and shall hold its meetings at the Township Administration Building unless otherwise determined by the Board from time to time.

For the purpose of conducting a Board meeting, the attendance of at least four members shall be required and shall constitute a quorum. The Board shall act through resolutions or motions adopted by the Board and shall maintain minutes reflecting its decisions. A resolution or motion must receive the affirmative vote of at least four members of the Board to be adopted. A resolution or motion adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Board shall adopt Bylaws, or a Code of Regulations, for the regulation of the affairs of the Board and the conduct of the business of the Board consistent with this Contract. The Bylaws may be amended or supplemented from time to time by the unanimous approval of the Board.

The Chairperson shall preside over and conduct the meetings of the Board in accordance with its Bylaws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving notice of such meeting, as provided in the Bylaws, to each member delivered to his or her residence or place of business or by electronic means. Any three members of the Board may also call a special meeting by providing the same notice.

The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity resignation or removal of the Chairperson.

The Secretary shall be the records officer of the Board and shall have those duties as set forth in the Bylaws.

The Treasurer shall be the fiscal officer of the Board and shall have those duties as set forth in the Bylaws.

The Bylaws shall designate those Officers who may sign documents on behalf of the Board and those Officers who are required to obtain a fiduciary bond in connection with their duties to the Zone.

The Board shall adopt an annual budget for the Zone. The fiscal year of the Zone shall be the same as the fiscal year of the Township. The budget shall estimate the revenues of the Zone and expenses of the Zone. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption. The Board shall establish an appropriations procedure to provide for payment of the expenses of the Zone and the distribution of income tax revenues pursuant to and consistent with this Contract. The Board shall establish and maintain such funds or accounts as it deems necessary, either of its own, or in conjunction with or through the Contracting Parties.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the Zone in accordance with the purposes of this Contract and the funds appropriated or available for such actions or programs.

This Contract grants the Board the power and authority to adopt a resolution to levy an income tax within the Zone in accordance with Section 715.691 of the Ohio Revised Code and Section 9 hereof.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract. However, the Board does not have the authority to borrow money or to issue notes or bonds, or to assign, pledge, hypothecate, or encumber tax revenue. If the Board's authority is unclear or if the Board desires to expand authority, the Board may request clarification of authority or additional authority from the Contracting Parties.

The Board shall purchase liability insurance protecting the Zone, its Board, Officers, employers, or agents against any liability and/or purchase any necessary bonds to insure any Officer. The Board may purchase such other insurance deemed necessary by the Board, and the cost of the insurance and any deductibles for any claims shall be paid from gross revenues.

The Board may hire legal counsel to provide necessary or appropriate legal advice and to defend any legal action taken against it, payable from gross revenues.

Only at the request and approval of the Township, the City may exercise all of the powers of a municipal corporation, and may perform all of the functions and duties of a municipal corporation within the Zone, including but not limited to, those powers, functions or any similar statute, and duties set forth elsewhere in this Contract, as well as such others that are determined by the Township to be necessary to carry out the purposes of this Contract, all of which such exercise and performance shall be deemed to be pursuant to and consistent with this Contract.

The Contracting Parties agree that the Township shall have the right, in its sole and absolute discretion, to grant real property tax exemptions, pursuant to Sections 5709.73 et seq. or any similar statute, of the Ohio Revised Code (Tax Increment Exemptions), within the Zone for any purpose permitted by said statutes. Furthermore, the Contracting Parties agree that the

Township shall have the right, in its sole and absolute discretion, to grant all other incentive and real property tax exemptions within the Zone as otherwise permitted under the Ohio Revised Code, including requesting Enterprise Zone exemptions pursuant to Section 5709.63 of the Ohio Revised Code be granted by the County and any income tax abatements that may be allowed by law. The City consents to the use of these incentives and exemptions by the Township or the County at the Township's request and agree that no further consent is required from the City. However, any incentive or exemption that would reduce the amount of income tax the City receives under this Contract must receive the consent of the City.

Section 9: Income Tax. The Board, at its first meeting, shall adopt a resolution to levy an income tax in the Zone at a rate of one percent (1%) in accordance with Section 715.691 of the Ohio Revised Code. Pursuant to Section 715.691 of the Ohio Revised Code this income tax shall be levied upon: A) income earned by individuals working in the Zone to be collected via payroll withholding; and B) net profits from business operations within the Zone which shall be levied on a pass through basis pursuant to the City of Harrison Income Tax Ordinance and its rules and regulations. Unless otherwise agreed to by the Contracting Parties, this income tax shall go into effect and collection shall commence December 1, 2014.

The levy of income tax is necessary to effectuate the purpose of this Contract and once levied any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations under this Contract and may cause financial hardship. Therefore, once the income tax is levied, the Board of Directors is not authorized to cease the levy of the income tax or change the rate thereof unless directed by the Township. The Board shall pass a Resolution at the direction of the Township when notified by resolution of the Township to amend the tax rate. While the rate of taxation shall be exclusively in the sole discretion of the Township, such rate shall not exceed the rate set by the City for levy of the income tax within the City. The City expressly acknowledges the right of the Township to amend the rate of income tax imposed by the Zone as provided herein. Any rate change shall be effective at the beginning of the next calendar year.

The rate of the levy shall not be reduced below that amount which provides sufficient revenue to the City for it to administer the income tax.

Harrison shall administer, collect and enforce the income tax on behalf of the Zone consistent with the terms of this Agreement. The Board, at its first meeting, shall adopt a resolution or motion establishing and enacting an income tax consistent with the terms set forth herein.

(a) Harrison's Finance Administrator shall serve as the Administrator of the income tax derived from the Zone and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited to a separate Zone account which shall not be mingled with revenue from other sources. Earnings on the Zone account and investments related thereto shall be added to the account. The Administrator or designee has authority to grant refunds and compromise claims for tax, penalties, and interest. The Administrator or designee has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment

regarding disputed interpretation and applicability of the income tax imposed hereunder. The Administrator or designee is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the Zone in any way pertaining to the income taxation within the Zone.

(b) The Finance Administrator shall report directly to the Board and Contracting Parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Finance Administrator shall furthermore report quarterly regarding Zone operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with Zone operations. If requested the Finance Administrator shall provide monthly reports to the Contracting Parties regarding all revenue generated within the Zone.

(c) The Board on behalf of the Contracting Parties shall annually set aside 1% of the annual gross income tax revenues up to a maximum of \$7,500 annually for long-term maintenance and expenses of the Zone in addition to the expenses incurred by the City in administering the income tax. Long-term maintenance of the Zone shall mean providing for the administration of the Zone. The Board shall distribute the net income tax revenues (as well as the prior year's unspent funds, if any, from its 1% set aside) to the Contracting Parties based on Distributable Revenue percentages set forth below.

(d) In consideration of its services pertaining to income tax administration and collection, Harrison shall receive annually a service fee equal to two percent (2%) of gross income tax revenues collected for that period, or an amount equal to the actual reasonable costs of the City's administration, whichever is greater. The service fee may be applied to administrative costs at Harrison's discretion, but shall also be applied specifically to costs of collection and litigation including for example, attorney fees, court costs, expert fees, court reporter fees, and so forth. The Finance Administrator shall also annually place two percent (2%) of the gross income tax revenue into an escrow fund. "Distributable Revenue" shall be annual gross income tax revenue minus the sum of (the 2% annual service fee and the 2% annual escrow fee and the lesser of \$7,500 or 1% of annual gross income tax revenue). Escrow proceeds may be utilized to pay refunds, and in general to balance accounts. In the event of an escrow deficiency, the Finance Administrator may invoice the Zone to satisfy the deficiency. Invoices for deficiency are due and payable within thirty (30) days from invoice. Annually, any escrow surplus shall be distributed to the Contracting Parties based on the Distributable Revenue percentages set forth below. Earnings achieved on any surplus escrow shall be added to the escrow fund.

(e) At least quarterly, Distributable Revenue from the prior quarter shall be paid to the Contracting Parties as follows: 8.5% to Harrison and 91.5% to Township.

(f) The income tax revenues are to be used by the Zone, the Township and the City to encourage and support the operations of the Zone or in the Township or in the City as each entity deems appropriate in their sole discretion, including, but not limited to general governmental services, maintaining and improving the infrastructure facilities of the Zone and the Contracting

Parties (including paying debt charges related thereto), providing safety and health services within the Zone and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the Zone and for the Contracting Parties, and generally improving the environment for those working and residing in the Zone and in the Contracting Parties' respective jurisdictions, and for all other purposes as permitted by law. While the Contracting Parties agree to provide services, money, and/or equipment to the Zone as provided herein, no party is required to use Distributable Revenue in the Zone itself. With respect to revenues distributed to the Township, placement of such funds in the Township General Fund and used for all General Fund purposes is consistent with the purposes of the Zone.

(g) The Board, at its first meeting, shall adopt, by resolution, all of the provisions, except as specifically set forth herein, of Chapter 183, Income Tax, of the Codified Ordinances of Harrison, Ohio, including all rules and regulations promulgated thereunder, as such laws were in effect on the date that the income tax is adopted by the Board (the "Harrison Income Tax Ordinance"), to apply to the Zone income tax. The Board may, with written approval of Harrison and the Township, enact amendments to the Harrison Income Tax Ordinance to apply to the Zone. In the event that Harrison amends any provision of the Harrison Income Tax Ordinance after the date that the income tax is adopted by the Board, the Administrator shall provide written notice of such amendment to the Board and Township. The Board shall, with approval in writing of the Township, within the thirty (30) day period following the Board's receipt of the notice, adopt the amendments to the Harrison Income Tax Ordinance. If the Board adopts or fails to reject the amendment within the thirty (30) day period following its receipt of the notice, the amendment shall automatically be incorporated into the Zone's income tax law, as long as the Township consents in writing. The Board shall adopt all amendments to the income tax rules and regulations that have been issued by the Administrator, to the extent that such rules and regulations are not inconsistent with the Zone's income tax law then in effect. The income tax levied by the Board pursuant to this Contract and Section 715.691 of the Revised Code shall apply in the entire Zone throughout the term of this Contract, notwithstanding that all or a portion of the Zone becomes subject to annexation, merger or incorporation. In the event of conflict between the Harrison Income Tax Ordinance and this Contract, this Contract shall prevail.

Notwithstanding any other provision of the Contract, the income tax rate of the Zone may only be amended at the direction of the Township, subject to the provision of Section 715.691(H) of the Ohio Revised Code and as provided herein.

(h) Upon request of a Contracting Party, the Board shall provide a report regarding the receipt and distribution of the income tax of the Zone and the operating income and expenses of the Zone for the preceding six months, a copy of which shall be provided to both Contracting Parties.

(i) The Zone territory shall have primacy over residential status relating to the collection of the income tax derived from individual earnings within the Zone notwithstanding any provisions of the Harrison Income Tax Ordinance which may provide to the contrary.

(j) This Contract and the income tax adopted by the Board pursuant to this Contract shall automatically terminate without further action of the Board, the Township, or the City in the event that Township incorporates and adopts a municipal income tax applicable to the entire area of the Township. Such termination shall be effective immediately upon the commencement (i.e. collection of municipal income tax dollars) of a municipal income tax imposed by the newly incorporated entity. In the event such incorporation is for some reason found to be invalid, this Agreement shall continue in force and effect.

Section 10: Defaults and Remedies. A failure to comply with any of the terms of this Contract shall constitute a default hereunder. The Contracting Party in default shall have 60 days after receiving written notice from another Contracting Party of the event of default to cure that default. If the default is not cured within that time period, a nondefaulting Contracting Party may sue the defaulting Contracting Party for specific performance or other equitable relief under this Contract or for actual damages. This Contract may not be automatically canceled or terminated because of a default unless both the Township and the City agrees to such cancellation or termination, but this clause shall not be a bar to a termination under Section 5.

Section 11: Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the Township and the City only in a writing approved by the respective legislative authorities of each of the Contracting Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Contracting Parties that amend this Contract must be effective within a period of 90 days of each other.

The parties recognize that monetary damages may be insufficient to compensate the other party in the event of a default. Therefore, a party may seek and obtain specific performance or other equitable relief as a result of a default hereunder.

Section 12: Binding Effect; Mandamus. This Contract shall inure to the benefit of and shall be binding upon the Zone, the Township and the City 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. All of the obligations and duties of the Board, the City and the Township under this Contract are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Board, the City and the Township within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 13: Support of Contract. The Township and the City 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 Zone. 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 Township and the City agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. Any claim, suit, or challenge to the legality or validity of this Contract in any manner, or of the ability of the Board to levy the income tax as provided herein, shall be brought within one (1) year of the date the Board adopts the income tax.

To the extent possible and reasonable, the Board shall purchase insurance to protect, defend, and represent the Zone against any claims against this Contract or the income tax, and to cover any judgments, awards, claims, or other liabilities pertaining to the operation of this Contract. The Township and City shall be included as additional insureds on such insurance so as to cover the Contracting Parties, as well as their directors, officers, agents, and employees, and protect them from liability.

The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any lawsuit brought against the Zone, the Board, the City, or the Township, or their respective directors, officers, agents, and employees, relating to this Contract or the Zone shall be paid or reimbursed from the gross revenues of the Zone. If gross revenues are insufficient at any time to pay such expenses and fees, the City and Township shall initially pay such expenses and fees according to the proportion of distribution, with 8.5% attributed to the City and 91.5% attributed to the Township, and such expenses shall be reimbursed by the Zone for the amount of such expenses and fees when revenues are available for such reimbursement. In the event Zone funds are not available to pay or reimburse the Contracting Parties, such costs shall be allocated among the Contracting Parties based on the Distributable Revenue percentages set forth herein.

All judgments or other expenses or liabilities relating to the operation of the Zone shall be the responsibility of the Zone as an independent public body separate and distinct from the City and the Township. Neither the City nor the Township, or their respective directors, officers, agents, or employees, shall be responsible for any judgments or other expenses or liabilities relating to the Zone.

Section 14: Signing Other Documents. The Contracting 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 manner, all other necessary instruments and documents, and to take any and all actions, in order to effectuate the purposes of this Contract.

Section 15: Severability. 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:

(a) 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;

(b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof and will not invalidate any preceding actions of the Board; and

(c) 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 16: Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular Section 715.691 of the Revised Code. In the event that Section 715.691 of the Ohio Revised Code is amended or supplemented by the enactment of a new section or sections of the Ohio Revised Code relating to joint economic development zones, the Contracting Parties may agree at the time to follow either the provisions of Section 715.691 of the Ohio Revised Code as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the Zone, the City or the Township to aggregate to acquire preferential rates for telecable, telephone, gas, electric or other utility services.

Section 17: Miscellaneous. 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. When using the phrase “to the extent permitted by law” herein, “law” means statutes of the State as interpreted by the courts of the State or the federal courts.

Section 18: Prohibition Against Annexation. This Section shall be considered as Annexation Agreement pursuant to Ohio Revised Code Section 709.192.

Harrison shall not annex any property located in Colerain Township so long as this Contract is in effect including any extensions hereof. Harrison specifically agrees that regardless of any applicable section of the Ohio Revised Code under which an annexation of any area of the Township is filed, Harrison will not annex, attempt to annex, cooperate in any annexations or accept any annexation of any area of the Township.

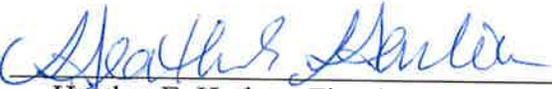
Section 19: Economic Development Plan. The Contracting Parties approve and ratify the Colerain Township Economic Development Plan for the Zone. In the event of a conflict between that plan and this Contract, the provisions of this Contract shall prevail.

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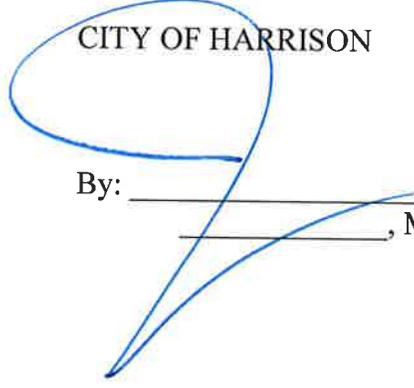
IN WITNESS WHEREOF, the Township and the City caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

BOARD OF TOWNSHIP TRUSTEES OF
COLERAIN TOWNSHIP, OHIO

By: 
_____, President

By: 
Heather E. Harlow, Fiscal Officer

CITY OF HARRISON

By: 
_____, Mayor

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of Colerain Township, Ohio (the "Township") under the foregoing Joint Economic Development Contract, hereby certifies that the moneys required to meet the obligations of the Township during the year 2014 under the aforesaid Contract have been lawfully appropriated by the board of the Township for such purposes and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Section 5705.41 and 5705.44, Ohio Revised Code.

Dated 7.22-14



Heather E. Harlow,
Colerain Township Fiscal Officer

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of Harrison, Ohio ("Harrison") under the foregoing Joint Economic Development Contract, hereby certifies that the moneys required to meet the obligations of Harrison during the year 2014 under the aforesaid Contract have been lawfully appropriated by the City Council of Harrison for such purposes need to be made. This certificate is given in compliance with Section 5705.41 and 5705.44, Ohio Revised Code.

Dated 07/22/2014


Finance Administrator

EXHIBIT A

(JEDZ LAND DESCRIPTION)

The Colerain Township JEDZ will be located in the primary commercial corridor beginning at US 27 (Colerain Avenue) and Galbraith Road and extend north past US 27 (Colerain Avenue) and Struble Road to the Rumpke Landfill. The zone will encompass contiguous commercial properties along US 27 (Colerain Avenue) including the cross streets of Colerain Avenue traversing east and west between Galbraith and Struble Road.

Specific parcels within the zone are incorporated within this exhibit. The map in Exhibit B further describes the area.

EXHIBIT A

PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051001300031	051001300031	300	3469850.56	79.66
051001600216	051001600056	300	2439.574	0.06
051001600058	051001600058	400	140668.825	3.23
051001600061	051001600061	300	28124.179	0.65
051001600059	051001600058	400	590506.773	13.56
051001700123	051001700123	300	578675.687	13.28
051001700124	051001700124	300	1019082.695	23.39
051001210002	051001210002	300	211952.224	4.87
051001210003	051001210003	300	243283.771	5.59
051001700024	051001700024	300	68635.406	1.58
051001240001	051001240001	399	1535860.602	35.26
051001240035	051001240035	300	291666.563	6.7
051001240015	051001240014	400	156196.486	3.59
051001240024	051001240024	400	1227595.564	28.18
051001240026	051001240001	399	440977.585	10.12
051001230037	051001230037	400	56160.472	1.29
051001240028	051001240028	400	166138.894	3.81
051001240036	051001240036	400	30423.317	0.7
051001240029	051001240029	400	27999.821	0.64
051001240030	051001240030	400	22399.168	0.51
051001240031	051001240031	400	44049.189	1.01
051001240009	051001240009	400	21413.162	0.49
051001240032	051001240032	400	35611.434	0.82
051001820152	051001820152	399	71671.914	1.65
051001140046	051001140046	310	127416.269	2.93
051001110018	051001110018	429	15221.848	0.35
051001110064	051001110063	430	19189.276	0.44
051001110019	051001110018	429	33516.496	0.77
051001110282	051001110282	422	193847.821	4.45
051001110281	051001110281	425	137122.153	3.15
051001110276	051001110276	435	6625.206	0.15
051001110069	051001110059	420	15601.882	0.36
051001110068	051001110059	420	18002.685	0.41
051001110070	051001110070	430	7202.682	0.17
051001110227	051001110070	430	2400.96	0.06
051001110266	051001110266	430	55651.698	1.28
051001110248	051001110057	420	3689.558	0.08
051001110057	051001110057	420	25792.295	0.59
051001030158	051001030158	420	15652.52	0.36
051001030089	051001030089	420	4323.622	0.1

PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051001030122	051001030120	435	8854.149	0.2
051001020301	051001030117	426	13813.69	0.32
051001020304	051001020303	429	73193.728	1.68
051001010396	051001010114	420	3586.644	0.08
051001010395	051001010114	420	4035.232	0.09
051001010397	051001010114	420	933.266	0.02
051001010114	051001010114	420	3803.627	0.09
051001020309	051001020308	420	5843.931	0.13
051000930190	051000930190	454	53657.859	1.23
051000930015	051000930015	454	294832.909	6.77
051000930140	051000930015	454	170229.617	3.91
051000930146	051000930015	454	9601.864	0.22
051000930018	051000930018	425	32805.112	0.75
051000930191	051000930018	425	6074.442	0.14
051000930079	051000930020	426	132569.44	3.04
051000930019	051000930018	425	27858.673	0.64
051000930078	051000930020	426	129401.081	2.97
051000930020	051000930020	426	21131.462	0.49
051000930186	051000930185	400	6683.181	0.15
051000930063	051000930020	426	16605.096	0.38
051000930059	051000930020	426	17413.708	0.4
051000930031	051000930026	454	20330.706	0.47
051000930108	051000930108	454	22182.831	0.51
051000930107	051000930106	454	26192.447	0.6
051000930065	051000930065	454	15132.423	0.35
051000930106	051000930106	454	21997.475	0.5
051000930066	051000930066	454	9991.711	0.23
051000930067	051000930067	454	9328.644	0.21
051000930098	051000930098	454	27717.523	0.64
051000930068	051000930068	454	4678.812	0.11
051000930097	051000930097	400	21523.612	0.49
051000930099	051000930099	400	19865.027	0.46
051000930071	051000930071	454	18785.969	0.43
051000930175	051000930104	425	1915.03	0.04
051000900299	051000900013	454	598024.808	13.73
051000930102	051000930102	454	15066.918	0.35
051000930024	051000930024	454	22471.294	0.52
051000930023	051000900258	403	467.02	0.01
051000900013	051000900013	454	27669.665	0.64
051000900011	051000900011	454	17606.227	0.4
051000600032	051000600032	400	23552.854	0.54
051000600034	051000600034	499	21468.672	0.49
051000600016	051000600016	420	19318.724	0.44
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PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051000600017	051000600017	444	31903.042	0.73
051000600035	051000600034	499	5688.269	0.13
051000900250	051000900250	425	1459.339	0.03
051000900024	051000900024	425	2105.179	0.05
051000900029	051000900027	425	20000.949	0.46
051000900040	051000900040	499	4727.977	0.11
051000900039	051000900039	499	4542.132	0.1
051000930013	051000930010	456	4847.75	0.11
051000930012	051000930012	456	17945.493	0.41
051001010144	051001010142	435	5594.994	0.13
051001010143	051001010142	435	7132.979	0.16
051001010142	051001010142	435	5413.521	0.12
051001110245	051001110044	422	3559.747	0.08
051001110271	051001110271	455	25033.45	0.57
051001110286	051001110286	444	25968.458	0.6
051001110288	051001110288	420	13633.028	0.31
051001030179	051001030179	430	32626.718	0.75
051001040209	051001040004	455	3168.172	0.07
051001040003	051001040003	420	10386.593	0.24
051001040205	051001040205	420	15788.209	0.36
051001040001	051001020308	420	14012.566	0.32
051001600174	051001600058	400	12117.175	0.28
051001600056	051001600056	300	760186.071	17.45
051000900258	051000900258	403	35078.14	0.81
051000930202	051000930202	434	4876.147	0.11
051000930074	051000900258	403	44721.233	1.03
051000930073	051000900258	403	21991.391	0.5
051000600036	051000600017	444	9628.228	0.22
051000600031	051000600031	400	17602.793	0.4
051000600014	051000600014	429	61297.986	1.41
051000600015	051000600015	420	18800.077	0.43
051000600054	051000600015	420	3997.228	0.09
051000600055	051000600016	420	3478.581	0.08
051000600056	051000600017	444	7081.429	0.16
051000600059	051000600029	425	3422.098	0.08
051000900021	051000900021	425	76474.735	1.76
051000900022	051000900022	425	7164.635	0.16
051000900023	051000900023	425	115079.423	2.64
051000900027	051000900027	425	9770.492	0.22
051000900252	051000900011	454	181745.562	4.17
051000900028	051000900027	425	10150.925	0.23
051001210001	051001210001	399	3569083.356	81.93
051001230026	051001230026	400	119649	2.75
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PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051001230025	051001230025	400	86621.531	1.99
051001230021	051001230021	370	186262.79	4.28
051001240008	051001240008	400	27048.481	0.62
051001240020	051001240020	400	39012.131	0.9
051001240021	051001240019	400	22583.717	0.52
051001240018	051001240018	400	30257.665	0.69
051001240010	051001240010	400	42769.95	0.98
051001240011	051001240011	400	42605.585	0.98
051001240017	051001240017	400	45137.552	1.04
051001240016	051001240016	400	46305.121	1.06
051001240012	051001240012	400	40340.899	0.93
051001240013	051001240013	400	158679.924	3.64
051001240014	051001240014	400	787606.411	18.08
051000900271	051000900011	454	5412.136	0.12
051000930201	051000900012	434	25262.325	0.58
051000900269	051000900012	434	9764.671	0.22
051000930064	051000930064	454	23771.08	0.55
051000930092	051000930092	454	21529.987	0.49
051000930070	051000930070	454	17668.233	0.41
051000930069	051000930069	454	21269.899	0.49
051000930062	051000930020	426	15175.186	0.35
051000930060	051000930020	426	4269.972	0.1
051000930061	051000930020	426	11886.616	0.27
051000930184	051000930018	425	3786.118	0.09
051000930032	051000930032	660	963147.683	22.11
051000600001	051000600001	454	36504.848	0.84
051001110287	051001110287	444	64586.937	1.48
051001110264	051001110264	435	64965.079	1.49
051001110063	051001110063	430	47095.982	1.08
051001110284	051001110063	430	4175.554	0.1
051001300045	051001300045	300	951440.008	21.84
051001300034	051001300034	300	421300.308	9.67
051001240025	051001240025	400	444189.503	10.2
051001210004	051001210004	399	3121374.121	71.66
051000600038	051000600021	425	15395.535	0.35
051000900251	051000900021	425	1021.526	0.02
051000900304	051000900021	425	276.212	0.01
051001030090	051001030089	420	5915.662	0.14
051001030091	051001030089	420	1071.593	0.02
051001030092	051001030089	420	6203.674	0.14
051001030199	051001030199	400	2408.526	0.06
051001040025	051001040025	489	43550.281	1
051001040120	051001040120	464	102719.523	2.36
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PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051001040019	051001040018	352	13240.373	0.3
051001040021	051001040021	455	14337.432	0.33
051001040020	051001040020	455	15976.978	0.37
051001040024	051001040024	455	8041.422	0.18
051001040022	051001040022	452	19013.313	0.44
051001040018	051001040018	352	193197.678	4.44
051001040182	051001040022	452	774.286	0.02
051001040186	051001040120	464	14524.816	0.33
051001040119	051001040118	464	19843.86	0.46
051000600239	051000600239	421	157920.843	3.63
051000600042	051000600042	470	20933.392	0.48
051000600045	051000600045	447	11406.468	0.26
051000600026	051000600026	435	10386.852	0.24
051000930204	051000930204	400	77777.527	1.79
051000900274	051000900023	425	677.283	0.02
051000900273	051000900022	425	289.924	0.01
05100111CD01	05100111CD01	996	30485.234	0.7
051001110059	051001110059	420	111.972	0
051000900019	051000900019	425	29348.346	0.67
051000600037	051000600037	445	24208.835	0.56
051000600019	051000600019	400	1023.13	0.02
051000600237	051000600021	425	687.056	0.02
051000600057	051000600057	400	3848.751	0.09
051000600024	051000600021	425	6874.477	0.16
051000600039	051000600021	425	15624.389	0.36
051000600040	051000600021	425	15986.464	0.37
051000600021	051000600021	425	9805.072	0.23
051000600022	051000600021	425	5608.909	0.13
051000600023	051000600021	425	6103.27	0.14
051000600018	051000600018	435	28604.254	0.66
051001030164	051001030164	424	547946.292	12.58
051001030109	051001030107	424	8089.77	0.19
051001030108	051001030107	424	14250.449	0.33
051001030107	051001030107	424	11574.167	0.27
051001030177	051001030177	400	692.641	0.02
051001030187	051001030107	424	475112.946	10.91
051001030165	051001030165	456	392118.888	9
051001030207	051001030207	400	18035.642	0.41
051001110265	051001110265	430	12021.396	0.28
051001030113	051001030113	430	27769.498	0.64
051001020300	051001020300	430	35867.964	0.82
051001110061	051001110061	425	37499.662	0.86
051000900305	051000900305	400	301.128	0.01

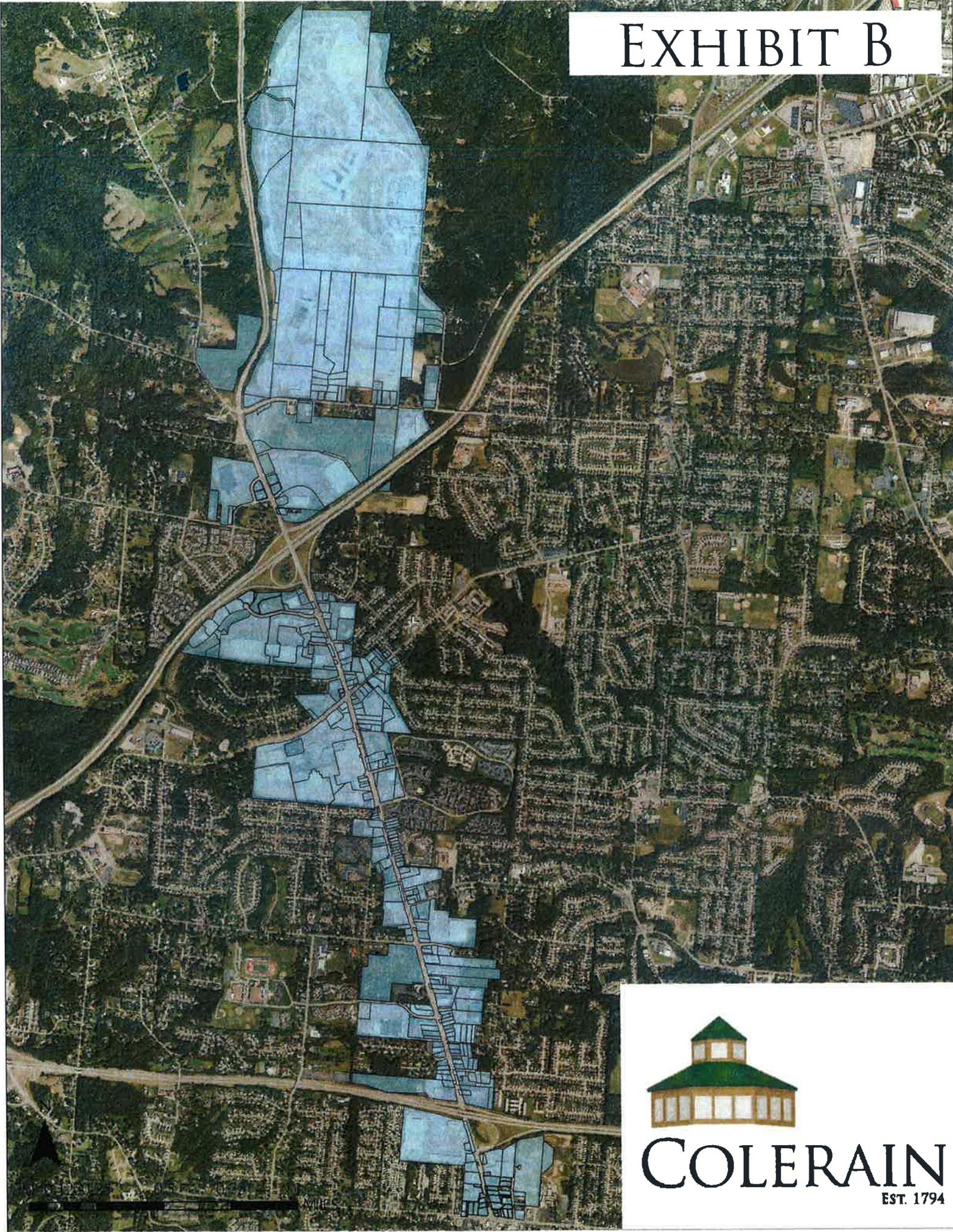
PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051000900001	051000600008	426	245.263	0.01
051000600007	051000600007	400	10965.227	0.25
051000900249	051000600007	400	10826.102	0.25
051000600013	051000600013	420	9615.74	0.22
051000600008	051000600008	426	164803.851	3.78
051001140023	051001140023	429	444698.969	10.21
051000600238	051000600021	425	2411.945	0.06
051001030128	051001030128	444	24816.889	0.57
051000900025	051000600029	425	26673.699	0.61
051000900026	051000600029	425	25550.644	0.59
051000600029	051000600029	425	14255.631	0.33
051000600030	051000600029	425	30046.145	0.69
051001030093	051001030093	456	18516.968	0.43
051001820162	051001820162	400	11624.495	0.27
051001820065	051001820065	418	29445.978	0.68
051001820067	051001820067	442	108378.002	2.49
051001140112	051001140112	400	31022.513	0.71
051001700035	051001700035	456	1372475.372	31.51
051001030080	051001030080	445	20046.187	0.46
051001030018	051001030018	425	234975.254	5.39
051001040011	051001040011	445	56436.414	1.3
051001040199	051001040199	499	23443.268	0.54
051001030104	051001030104	435	28407.112	0.65
051001030017	051001030017	422	84695.971	1.94
051001110071	051001110070	430	8973.2	0.21
051001120022	051001120022	455	7581.374	0.17
051001120023	051001120022	455	11364.413	0.26
051001030162	051001030162	420	24949.803	0.57
051001030167	051001030110	452	9248.763	0.21
051001030110	051001030110	452	15013.883	0.34
051001030111	051001030110	452	2058.803	0.05
051001140107	051001140107	444	41456.793	0.95
051001820160	051001820160	430	34232.369	0.79
051001820159	051001820159	430	40757.175	0.94
051001820056	051001820056	422	796179.73	18.28
051001110290	051001110018	429	8627.749	0.2
051001040224	051001040224	453	43823.789	1.01
051001040111	051001040111	454	35519.553	0.82
051001040223	051001040223	452	18036.856	0.41
051000930213	051000930213	456	10630.446	0.24
051001040185	051001040118	464	2796.168	0.06
051000930010	051000930010	456	21461.405	0.49
051000930212	051000930212	456	45070.078	1.03
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PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051001040222	051001040222	422	615622.919	14.13
051001010508	051001010508	447	43565.529	1
051001010039	051001010039	422	130859.633	3
051001110277	051001110277	400	10707.163	0.25
051000930156	051000930020	426	3330.172	0.08
051001110292	051001110291	420	5897.685	0.14
051001140091	051001140091	420	17581.431	0.4
051001140092	051001140091	420	6985.57	0.16
051001030094	051001030094	427	95011.862	2.18
051001030129	051001020303	429	16472.764	0.38
051001020303	051001020303	429	211093.946	4.85
051001110278	051001110278	435	22159.619	0.51
051001110307	051001110307	447	35122.94	0.81
051000600047	051000600047	420	33492.279	0.77
051001040009	051001040009	447	9643.596	0.22
051001040118	051001040118	464	73789.127	1.69
051001040232	051001040232	400	826.683	0.02
051001040115	051001040115	400	9171.679	0.21
051001040114	051001040114	436	37463.531	0.86
051001040101	051001040101	447	85682.134	1.97
051000900018	051000900018	426	1268719.486	29.13
051000900297	051000900013	454	18493.089	0.42
051000900253	051000900013	454	38083.879	0.87
051001040010	051001040010	420	9419.185	0.22
051001040112	051001040112	444	34780.107	0.8
051001040188	051001040188	444	13661.873	0.31
051000930104	051000930104	425	20374.735	0.47
051000930103	051000930103	455	23023.602	0.53
051000930022	051000930022	454	17014.547	0.39
051001030117	051001030117	426	170538.339	3.92
051001030118	051001030118	435	20983.286	0.48
051001030119	051001030118	435	20992.495	0.48
051001030120	051001030120	435	28950.525	0.66
051001030121	051001030120	435	3602.145	0.08
051001030114	051001030114	442	51373.029	1.18
051001030189	051001030094	427	5718.72	0.13
051001030123	051001030123	435	15022.661	0.34
051001030124	051001030117	426	20238.328	0.46
051001030125	051001030117	426	25470.792	0.58
051001030126	051001030117	426	48714.283	1.12
051001030127	051001030117	426	39382.475	0.9
051001040008	051001040008	420	10142.177	0.23
051001040163	051001040008	420	2041.426	0.05

PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051001040155	051001040113	420	13677.92	0.31
051001040006	051001040005	420	9880.264	0.23
051001040161	051001040005	420	1771.634	0.04
051001040005	051001040005	420	10181.964	0.23
051001040160	051001040005	420	1782.888	0.04
051001040004	051001040004	455	9925.831	0.23
051001040159	051001040004	455	2013.372	0.05
051001040210	051001040004	455	549.591	0.01
051001040158	051001040003	420	1707.893	0.04
051001040002	051001040002	455	12685.781	0.29
051001030205	051001030205	430	83743.311	1.92
051001030013	051001030013	454	98298.055	2.26
051001020306	051001020306	420	16991.891	0.39
051001020307	051001020307	420	17025.609	0.39
051001020308	051001020308	420	16436.126	0.38
051001020316	051001020307	420	4225.521	0.1
051001140024	051001140024	352	563378.007	12.93
051001240027	051001240027	400	571102.974	13.11
051000930076	051000930076	454	113291.254	2.6
051000930058	051000930058	430	18566.765	0.43
051000930053	051000930052	454	48243.249	1.11
051000930057	051000930052	454	15648.071	0.36
051000930052	051000930052	454	41835.678	0.96
051000930051	051000930051	455	38544.909	0.88
051000930050	051000930050	340	22420.97	0.51
051000930056	051000930052	454	13065.269	0.3
051000930055	051000930052	454	16026.752	0.37
051000930054	051000930052	454	14822.738	0.34
051000930077	051000930020	426	150558.631	3.46
051000930088	051000930050	340	10690.541	0.25
051001021251	051001021251	418	35911.086	0.82
051001030143	051001030128	444	5264.449	0.12
051001030185	051001030185	430	31947.253	0.73
051001140071	051001140001	400	25603.73	0.59
051000930072	051000900258	403	27920.845	0.64
051000900300	051000900300	410	41340.896	0.95
051001240019	051001240019	400	1779.703	0.04
051001240022	051001240022	400	25843.593	0.59
051001230157	051001230157	300	36727.798	0.84
051001030241	051001030241	430	54622.276	1.25
051001020320	051001020320	426	13882.152	0.32
051001030175	051001020320	426	25923.443	0.6
051001030242	051001030241	430	8004.514	0.18
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PARCELID	GRPPCLID	CLASS	AREA	GIS_Acres
051001030176	051001020320	426	8709.351	0.2
051001110291	051001110291	420	25138.19	0.58
051001110289	051001110018	429	134459.978	3.09
051001110314	051001110314	400	134992.756	3.1
051001010040	051001010039	422	36113.873	0.83
051001110316	051001110316	421	782739.478	17.97
051001030133	051001030110	452	8901.517	0.2
051001040023	051001040023	452	13532.512	0.31
051000930016	051000930015	454	25033.626	0.57
051001040171	051001040224	453	3681.809	0.08
051001110279	051001110279	435	20721.487	0.48
051001110280	051001110280	420	33127.41	0.76
051001110321	051001110321	425	294552.935	6.76
051001110320	051001110320	452	31840.347	0.73
051001040007	051001040007	455	8705.983	0.2
051001110315	051001110315	429	57309.672	1.32
051000900012	051000900012	434	127.457	0
051000930180	051000900258	403	6593.156	0.15
051001020302	051001030117	426	56063.574	1.29
051001030186	051001030186	352	231696.549	5.32
051001240002	051001240002	399	530779.053	12.19
051000600253	051000600253	630	626395.77	14.38
051000600252	051000600252	630	106438.433	2.44
051001830799	051001830799	430	62188.1	1.43
051001110329	051001110329	400	7012.904	0.16
051001830800	051001830800	400	76286.094	1.75
051001830801	051001830801	430	77216.955	1.77
051001110056	051001110056	400	16629.623	0.38
051001110242	051001110044	422	16007.215	0.37
051001110025	051001110025	435	31302.928	0.72
051001040113	051001040113	420	94157.781	2.16
051001040105	051001040105	447	32646.958	0.75
051000930027	051000930027	430	34735.197	0.8
051001030240	051001030239	426	18021.081	0.41
051000930014	051000930014	465	225523.141	5.18
051000930185	051000930185	400	4052.255	0.09
051000930205	051000930205	422	617483.831	14.18
051000930026	051000930026	454	141402.063	3.25
051000930029	051000930026	454	35548.15	0.82
051000930030	051000930026	454	35803.854	0.82
051000930028	051000930028	400	5095.963	0.12
051000930222	051000930027	430	58819.371	1.35
051001030239	051001030239	426	242328.671	5.56
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EXHIBIT B



COLERAIN
EST. 1794

EXHIBIT C

ECONOMIC DEVELOPMENT PLAN

ECONOMIC DEVELOPMENT PLAN

Colerain Township JEDZ Colerain Corridor Joint Economic Development Zone Economic Development Plan

Introduction

The purpose of this plan is to set forth the goals and strategies for the Colerain Township-City of Harrison JEDZ, Colerain Corridor Joint Economic Development Zone (“JEDZ”). The primary purpose of the JEDZ will be to produce revenue sufficient to repair, build and maintain public infrastructure in the JEDZ and in Colerain Township in order to promote economic development, facilitate new or expanded growth for commercial and economic activity and create and maintain jobs in Colerain Township, Hamilton County, and the State of Ohio. It is intended that this plan fulfill the requirement of Section 715.691(D)(3).

Regional Setting

Colerain Township, organized in 1794, is located in Hamilton County in southwestern Ohio. The Township is situated northwesterly in the Cincinnati Metropolitan area. Colerain Township is located west of I-75 and bisects I-275, Cincinnati’s regional beltway, and the Ronald Reagan Highway, approximately 15 miles north of downtown Cincinnati, Ohio and 50 miles south of downtown Dayton, Ohio.

Colerain Township is a community strategically positioned for successful residential and commercial development and redevelopment. Located in the heart of Greater Cincinnati’s well established northern suburbs, Colerain is a community where families grow and businesses prosper. Colerain Township has recently established the Colerain Chamber of Commerce, which has partnered with local businesses and neighboring chambers to develop, redevelop and continue the economic growth in the township.

A long favored residential community, in the past two decades the “Colerain Corridor” has become a regional powerhouse for business development. The Township has unrivaled access to interstate highway interchanges and numerous retail and office developments, all in an attractive setting. Community leaders have planned for and achieved development of an expansive corporate base to compliment and balance residential growth and have moved aggressively to promote new construction, development and the rehabilitation of neighborhoods. However, in recent years, due to decreased state funds, Colerain has not had sufficient funds to maintain and create the necessary infrastructure needed to maximize economic development in this area.

Background

Colerain Township is situated both geographically and demographically for commercial development and redevelopment to establish and maintain excellent opportunities for continuing economic development.

Colerain Township's development motto is "Progress With A Purpose." What this means to the prospective business is access to pro-active services, progressive planning and superb customer service which every business has at their disposal when they choose to call Colerain Township "home."

As of 2014, Colerain Township has over 1,300 existing businesses and numerous recently opened stores which have injected over 25 million dollars in new development and over 400 new jobs in the community. 2013 saw a rapid development of local organizations, construction and business growth and the Colerain Chamber of Commerce has been working vigorously to promote local businesses. Local leaders and elected officials have been active in developing and promoting local growth and advancement by enforcing its Comprehensive Land Use Plan and creating a friendly business environment.

Colerain Township is well known for Colerain Avenue being one of the busiest commercial corridors in the region. Due to Colerain's strategic location minutes from the Greater Cincinnati International Airport and every major interstate / highway Colerain Township has ten corporate headquarters that house many different businesses from international manufacturing to global sales and distribution. With the recent completion of the Colerain Township Streetscape Plan, Colerain Township is undertaking the most extensive beautification project in its history at all major gateways which will certainly add to the attraction of this business corridor.

Goals for the Future

Given the vibrant retail and office developments in Colerain Township, the Township recognizes the need to balance development and redevelopment with the need for an efficient, attractive, and livable environment in the area. The goals for the township are as set forth in the Colerain Township Comprehensive Plan for the area. This area is the "suburban downtown" area of the Township and thus the most visible face of Colerain Township.

Because of the attractiveness and centrality of the "Colerain Corridor" area, it has developed as a key retail center in this area of the county. It is therefore imperative that a well defined plan for the area be maintained to keep the area vibrant, growing and healthy. With its close proximity to residential areas, and the increasing development as a sought after office location, land use, traffic and circulation, both vehicular and pedestrian, additional infrastructure, and environmental character must be upgraded in order to keep the area attractive to current and potential investors and employers. Because the Township recognizes the economic development value of residents who live and work in Colerain Township, it is the intention of the Colerain Township CIC to make grants available to such residents in amounts equal to the income tax they pay to the JEDZ. Similarly, grants will be made available to corporations located in the JEDZ in amounts equal to the corporate tax they pay to the JEDZ.

Vision and Mission Statements

The values that the Township has established for residents and businesses along with their employees include:

1. A vision of delivering excellence to a “Best in Class” community;
2. Engaging our residents, businesses and visitors to create a vibrant and safe community through innovation, continuous improvement and our commitment to excellence;
3. Encouragement of entrepreneurial attitudes and opportunities through incentives for growth;
4. Service and infrastructure improvements to support a broad range of social, economic, medical, recreational, and intellectual opportunities.

Economic Development Goals

1. To maintain and expand business presence in Colerain Township and to create new jobs in Colerain Township;
2. To assist in the development of Class A office space and encourage the development of high quality hotel space to fulfill the needs of businesses located in the area;
3. To provide a mixed use of shopping/services/business/entertainment facilities and to keep the upscale nature of the area;
4. To encourage upscale housing opportunities in Colerain Township to provide the necessary pool of workers to maintain and improve the business and retail atmosphere.
5. To create and maintain the public infrastructure necessary to accomplish goals 1 through 4 above.

Economic Priorities

1. Provide for safe and adequate vehicular and pedestrian traffic patterns in the corridor area;
2. Stabilize the township tax base through the encouragement of commercial investment;
3. Promote redevelopment opportunities;
4. Encourage development that will retain and create jobs in Colerain Township.

In order to develop, plan, and encourage commercial development, Colerain Township must continue to provide the necessary infrastructure. The proposed services, facilities and improvements set forth in the attached Exhibit A and the tax revenues described in the attached Exhibit B, and the expenditures thereof, will have a direct benefit to the future companies and their employees operating in the JEDZ boundaries.

EXHIBIT A

New, Expanded, Enhanced and Additional Facilities and Improvements

In accordance with Section 715.691(C), Colerain Township and the City of Harrison agree to provide services and improvements to the Zone to facilitate economic development and increased services to residents and businesses. It is in the spirit of shared services as promoted by the State of Ohio that the Township and the City agree to provide new, expanded, enhanced, and additional services, money, or equipment. The Township and the City may each provide secretarial services and staffing as each party, in its sole discretion, determines, at no cost to the Zone.

The City of Harrison will provide the following services to the Zone: collection of the JEDZ income tax and disbursement to the relevant parties consistent with the terms of this Contract; upon request of the Township, advice and consulting services as to the budgeting and collection of the income tax; encourage commercial development necessary or appropriate to promote, complement, and benefit economic development within the Zone as agreed by the parties; and any other services which may hereafter be agreed upon by the City and Township. The Township and the City may also explore the City providing additional shared services to the Zone.

The Township will provide infrastructure improvements including, but not limited to, the planning, design, approval and construction of streets and roads including access roads as well as maintenance and repair, signalization, and streetscape buffers all to improve and enhance vehicular traffic in the area; enhancements to pedestrian circulation including walkways, pedestrian traffic control devices, and retaining walls for ease of access and safety; increased storm water capacity and quality initiatives; potential environmental remediation, land acquisition to aid in economic development in the area, parking facilities, demolition of blighted properties, and other infrastructure improvements to enhance the economic development opportunities and aesthetics in the area. In addition, the Township will provide administrative staff and professional services for planning purposes.

The Township shall prepare all documents of the Township and the Zone relating to the formation and operation of the Zone.

EXHIBIT B

Collection of an Income Tax

Income Tax. The Board of Directors of the JEDZ, at its first meeting, shall adopt a resolution to levy an income tax in the Zone at a rate of one percent (1%) in accordance with Section 715.691 of the Ohio Revised Code. Pursuant to Section 715.691 of the Ohio Revised Code this income tax shall be levied upon: A) income earned by individuals working in the Zone to be collected via payroll withholding; and B) net profits from business operations within the Zone. This income tax shall go into effect and collection shall commence within 90 days of the adoption of that resolution.

The levy of income tax is necessary to effectuate the purpose of the contract between Colerain Township and the City of Harrison and once levied, any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations and may cause financial hardship. Therefore, once the income tax is levied, the Board of Directors is not authorized to cease the levy of the income tax or change the rate of the levy unless authorized by the Board of Township Trustees of Colerain Township.

The City of Harrison shall administer, collect and enforce the income tax on behalf of the Zone consistent with the terms of the contract. The Board of Directors of the JEDZ, at its first meeting, shall adopt a resolution or motion establishing and enacting an income tax consistent with the terms set forth herein.

The City of Harrison's Director of Finance shall serve as the Administrator of the income tax derived from the Zone and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited to a separate Zone account which shall not be mingled with revenue from other sources. Earnings on the Zone account and investments related thereto shall be added to the account.

The Administrator shall report directly to the Board and Contracting Parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Administrator shall furthermore report quarterly regarding Zone operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with Zone operations. If requested the Administrator shall provide monthly reports to the Contracting Parties regarding all revenue generated with the Zone.