

The Township of Hamilton, Warren County, Ohio Board of Trustees met in regular session on November 6, 2024, at 6:00 p.m. at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*  
Joseph P. Rozzi – Trustee, *Vice Chair*  
Mark Sousa – Trustee

Mr. Cordrey presented the following Resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY, OHIO  
RESOLUTION NUMBER 24-1106A**

**RESOLUTION AMENDING RESOLUTION NO. 2023-0906D TO REMOVE THE REQUIREMENT THAT OWNERS MAKE ANY MINIMUM SERVICE PAYMENTS IN CONNECTION WITH THE AUTHORIZED TAX INCREMENT FINANCING PROGRAM THEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT BETWEEN HAMILTON TOWNSHIP, HAMILTON POINTE INVESTMENT LLC, AND HAMILTON TOWNSHIP APARTMENTS, LLC, DISPENSING WITH A SECOND READING AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Hamilton Township Board of Township Trustees previously passed Resolution No. 2023-0906(D) on September 6, 2023 (the “TIF Resolution”), whereby the Board facilitated new development in the Township by declaring certain Public Infrastructure Improvements to be a public purpose, and establishing a tax increment financing program which exempted from real estate taxation seventy-five percent (75%) of the future increase in assessed value of certain real property in the Township more particularly described in the TIF Resolution as the “Parcels” for a period of ten (10) years; and

**WHEREAS**, the TIF Resolution requires that the Owner(s) of the Parcels, and their successors and assigns, make service payments (the “Service Payments”) in lieu of real estate tax payments with respect to the partially exempted Improvements on the Parcels; and

**WHEREAS**, the TIF Resolution established a public improvement tax increment equivalent fund for the purpose of holding the Parcel Owners’ Service Payments, and directs the Township’s disbursement of the Service Payments to pay costs and expenses associated with constructing the Public Infrastructure Improvements (which includes reimbursing the Parcel Owner(s) for costs incurred to complete the Public Infrastructure Improvements); and

**WHEREAS**, certain components of the TIF Resolution related to the requirement that the Owner(s) of the Parcels also make minimum service payments, in addition to Service Payments, are no longer applicable to the development project, and a portion of the Parcels is in the process of being sold to a new owner; and

**WHEREAS**, given the above updates to the development project on the Parcels since the passage of the TIF Resolution, the Township and most recent owner(s) of the Parcels desire to enter into a new Tax Increment Financing Reimbursement Agreement (the “Agreement”), outlining each party’s rights and obligations with respect to the deposit and use of Service Payments; and

**WHEREAS**, capitalized terms used but not defined herein shall have the meaning ascribed in the TIF Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Hamilton Township, Warren County, State of Ohio, that:

- SECTION 1.** This Board hereby amends Resolution No. 2023-0906D as follows:  
  
Section 4 and any other reference in the TIF Resolution to “minimum service payments” are hereby deleted in their entirety and shall not be enforceable as against the Parcels.
- SECTION 2.** This Board hereby approves the Township’s execution of the Agreement, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.
- SECTION 3.** The Board further authorizes the Township Administrator to execute the Agreement, and any and all associated documentation necessary to carry out the intent of the Agreement, on the Township’s behalf.
- SECTION 4.** It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- SECTION 5.** By at least two-thirds vote of the Board, any requirement that this resolution be read on two separate days is hereby waived and the Board authorizes its passage upon one reading.
- SECTION 6.** By unanimous vote of the Board, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the Township, and shall take effect immediately. The reasons for the emergency are to accommodate the completion of public infrastructure and ensure private investment in the Township.

Mr. Rozi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey – Aye  Nay \_\_\_\_\_  
Joseph P. Rozzi – Aye  Nay \_\_\_\_\_  
Mark Sousa – Aye  Nay \_\_\_\_\_

Resolution adopted this 6<sup>th</sup> day of November, 2024.

Attest:

Leah Elliott

Leah M. Elliott, Fiscal Officer

Approved as to form:

Ben Yoder

Benjamin J. Yoder, Law Director

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on November 6, 2024.

Date: 11/16/24

Leah Elliott

Leah M. Elliott, Fiscal Officer

**EXHIBIT A**

Tax Increment Financing Reimbursement Agreement  
(Hamilton Pointe Project)

[See Attached]

TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT  
(HAMILTON POINTE PROJECT)

This Tax Increment Financing Reimbursement Agreement (the “Agreement”), made and entered into as of this day of November 6, 2024, by and among HAMILTON TOWNSHIP, WARREN COUNTY, OHIO (the “Township”), a township formed and existing under the constitution and the laws of the State of Ohio, HAMILTON POINTE INVESTMENT, LLC, an Ohio limited liability company (the “Phase I Developer”), and HAMILTON TOWNSHIP APARTMENTS, LLC, an Ohio limited liability company (the “Phase II Developer” and, together with the Phase I Developer, the “Developers”).

WITNESSETH:

WHEREAS, the Board of Trustees of the Township (the “Board”), by its Resolution No. 2023-0906D, passed September 6, 2023 attached as Exhibit A (as amended, the “TIF Resolution”), has (A) declared certain public infrastructure improvements (the “Public Infrastructure Improvements”) to be a public purpose, (B) exempted from taxation 75% of the increase in the assessed value that would first appear on the tax list and duplicate after the date of the TIF Resolution (“Improvement”) for certain parcels (the “TIF Exemption”) of real property located within the Township, as more particularly described in Exhibit B of the TIF Resolution consisting of (i) an approximately 4.643 acre parcel, which has subsequently been subdivided into three outlot parcels (to be classified as Warren County Auditor Parcel Numbers 16-05-277-023; 16-05-277-022; 16-05-277-019; and 16-05-277-021) (collectively, the “Commercial Outlot Parcels”) each upon which commercial buildings will be constructed and installed (collectively, the “Phase I Private Improvements”), and (ii) an approximately 17.4367 acre parcel (to be classified as Warren County Auditor Parcel Number 16-05-251-039) (the “Multi-Family Parcel” and, together with the Commercial Outlot Parcels, the “Parcels”) upon which a multi-building multi-family development will be constructed and installed (collectively, the “Phase II Private Improvements” and, together with the Phase I Private Improvements, the “Private Improvements”), for a period of up to ten (10) years commencing with the first day of the tax year in which an Improvement consisting of a building or structure exceeding \$200,000 in true value exists in such Parcel, (C) required the owner (an “Owner” and collectively as to all the Parcels, the “Owners”) of each Parcel to make service payments in lieu of taxes with respect to the Improvement allocable to such owner’s Parcel (collectively for all Parcels, the “Service Payments”) to the Warren County Treasurer (the “County Treasurer”), (D) establishes a public improvement tax increment equivalent fund as specified in the TIF Resolution (the “TIF Fund”) for the deposit of such Service Payments, and (E) specified public infrastructure improvements made or to be made that directly benefit or serve the Parcels, all pursuant to and in accordance with Sections 5709.73, 5709.74, and 5709.75 of the Ohio Revised Code (the “TIF Statutes”); and

WHEREAS, the parties hereto acknowledge, by execution of this Agreement, that those components of the TIF Resolution contemplating the sale of bonds and Debt Service relative thereto, minimum service payments, and a Cooperative Agreement are no longer applicable.

WHEREAS, the parties hereto further acknowledge that the Phase II Developer is not the owner of the Multi-Family Parcel but instead has an option to acquire the Multi-Family Parcel, which option is subject to conditions precedent that may or may not occur; accordingly, the Phase II Developer enters this Agreement on the express condition that its obligations hereunder are in all respects subject to and contingent upon Phase II Developer's closing on its acquisition of the Multi-Family Parcel ("Phase II Developer's Acquisition Contingency"); and

WHEREAS, the Phase I Developer and, subject to the Phase II Developer Acquisition Contingency, the Phase II Developer intend to cause the construction of certain public infrastructure improvements over two phases, including (i) a first phase of public infrastructure improvements, to be completed by the Phase I Developer, which shall consist of the improvements described under attached Exhibit C-1 (collectively, the "Phase I Public Infrastructure Improvements"), and whereby the Phase I Developer has or will incur certain Phase I Public Infrastructure Improvement Costs set forth on attached Exhibit C-2 (the "Phase I Public Infrastructure Improvements Costs") and (ii) a second phase of public infrastructure improvements, to be completed by the Phase II Developer, which shall consist of the improvements described under attached Exhibit C-3 (collectively, the "Phase II Public Infrastructure Improvements"), and whereby the Phase II Developer has incurred or will incur certain Phase II Public Infrastructure Improvements Costs as set forth on Exhibit C-4 (the "Phase II Public Infrastructure Improvements Costs" and, together with the Phase I Public Infrastructure Improvement Costs, "Public Infrastructure Improvements Costs"), which constitute "public infrastructure improvements" as defined in Section 5709.73(A)(6) of the Ohio Revised Code and will directly benefit the Parcels; and

WHEREAS, pursuant to its Resolution 2024-1106A, passed by the Board on November 6, 2024 (the "Reimbursement Agreement Resolution") attached as Exhibit B the Township is authorized to execute and deliver this Agreement and intends to reimburse the Developers for their respective portions of the total Public Infrastructure Improvement Costs in the maximum aggregate principal amount of \$2,654,983.00, exclusive of any interest accrued pursuant to Section 7 (the "Reimbursement Cap");

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree to the foregoing and as follows:

Section 1. Recitals. The parties hereby acknowledge the truth and accuracy of the foregoing recitals, and hereby incorporate same by reference as if fully set forth herein.

Section 2. Obligation to Make Service Payments.

(a) Service Payments. Each Owner, including each of the Developers as to their own several interest, if any, in each Parcel, hereby agrees to make the Service Payments due during its period of ownership of one or more Parcels, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, the provisions of Ohio law relating to real property tax collection, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until the respective expirations of the TIF Exemptions. Any

late payments will bear penalties and interest at the then current rate established under O.R.C. Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not subject to the TIF Exemption (after credit for any other payments received by the Township under O.R.C. Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with respect to each Parcel, with such payments referred to herein as the “Property Tax Rollback Payments”) if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. Township, Developers, and each Owner agrees that TIF Fund for the Parcels shall be created, which will receive all applicable Service Payments and Property Tax Rollback Payments made with respect to the Improvement to each Parcel that are payable to the Township, all as further described in Section 2 herein.

(b) Priority of Lien. Developers acknowledge, for themselves and any and all successor Owners, that the provisions of O.R.C. Section 5709.91, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in O.R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels and any improvements thereon.

(c) Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the Township for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys’ fees) required by the Township to enforce the provisions of this Agreement against that Owner.

Section 3. Establishment of TIF Fund by Township. The Township agrees that it shall establish the TIF Fund as a deposit fund to be held in the custody of the Township for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to Township. The County Treasurer is required to make distribution of the Service Payments to the Township, and any Service Payments received by the Township shall be deposited to the TIF Fund. Pursuant to the TIF Resolution, this Agreement, and in accordance with the TIF Statutes, the Township shall use those Service Payments and Property Tax Rollback Payments deposited into the TIF Fund as outlined in this Agreement.

Section 4. Exemption Applications, Withdrawal, Maintenance and Notice. In accordance with O.R.C. Sections 5715.27 and 5709.911, each Developer shall prepare and deliver to the Township, and the Township shall file or cause to be filed, completed applications for an exemption from real property taxation (DTE Form 24 or its successor form) with the Warren County Auditor (the “County Auditor”) for the Parcels. The Township and the Developers agree to cooperate with each other and the other Owners of the Commercial Outlot Parcels for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation, and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Resolution and this Agreement. Each Developer and the Township agree that this paragraph and this Agreement do not constitute consent by an Owner to the filing by the

Township of an application for exemption within the meaning of R.C. 5709.911(B). The Township shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the exemptions from real property taxation granted under the TIF Resolution and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. Each Developer agrees to provide the Township all information it reasonably requires to file or cause to file the DTE Form 24 with the County Auditor.

Section 5. Public Infrastructure Improvements. The Phase I Developer will be solely responsible for the installing, construction, acquisition and equipping of the Phase I Public Infrastructure Improvements, and the Phase II Developer will be solely responsible for the installing, construction acquisition and equipping of the Phase II Public Infrastructure Improvements. The Phase I Developer or its assignees will enter into all contracts pertaining to the Phase I Public Infrastructure Improvements in their own names and not in the name of the Township. The Phase II Developer or its assignees will enter into all contracts pertaining to the Phase II Public Infrastructure Improvements in their own names and not in the name of the Township.

Section 6. Application of Service Payments. The TIF Fund will be maintained in the custody of the Township and will receive all distributions of Service Payments required to be made to the Township by the TIF Resolution. Money deposited in the TIF Fund will be used in the following order of priority: (i) first, to the Township to reimburse the Township for any administrative expenses related to the establishing, maintaining, reporting or supporting the TIF or the TIF Fund, as applicable, (ii) second, to reimburse the Phase I Developer for the costs of the Phase I Public Infrastructure Improvements (the "Phase I Public Infrastructure Improvements Costs"), plus interest, if applicable pursuant to Section 7, and subject to the Phase I Reimbursement Obligation Cap (defined herein), provided that such Phase I Public Infrastructure Improvements Costs incurred by the Phase I Developer have been declared a public purpose under the TIF Resolution (the "Phase I Reimbursement Obligation"), (iii) third, after reimbursement to the Phase I Developer in an amount equal to the Phase I Reimbursement Obligation Cap (defined herein), reimbursement to the Phase II Developer for the costs of the Phase II Public Infrastructure Improvements (the "Phase II Public Infrastructure Improvements Costs"), plus interest, if applicable pursuant to Section 7 and subject to the Phase II Reimbursement Obligation Cap (defined herein) (the "Phase II Reimbursement Obligation" and, together with the Phase I Reimbursement Obligation, the "Reimbursement Obligation"), and (iv) fourth, after satisfaction of the Reimbursement Obligation, to the Township for any purpose permitted under the TIF Resolution and the TIF Statutes, as each may be amended from time to time. All reimbursement payments will be made within 30 days of a deposit of Service Payments into the TIF Fund.

Section 7. Reimbursement Obligation. This Agreement evidences the Township's obligation to reimburse (a) the Phase I Developer an aggregate amount equal to the aggregate Phase I Public Infrastructure Improvements Costs as approved by the Fiscal Officer pursuant to Section 8, plus 5.0% interest per year, subject to the Phase I Reimbursement Obligation Cap; and (b) the Phase II Developer an aggregate amount equal to the aggregate Phase II Public Infrastructure Improvements Costs as approved by the Fiscal Officer pursuant to Section 8, plus 5% interest per year, subject to the Phase II Reimbursement Obligation Cap. Interest on Phase I Public Infrastructure Improvements Costs certified to the Township pursuant to Section 8 in



connection with the Phase I Reimbursement Obligation shall accrue from the date the Phase I Public Improvements are completed, as evidenced by written confirmation from the Warren County Engineer. Interest on Phase II Public Infrastructure Improvements Costs certified to the Township pursuant to Section 8 in connection with the Phase II Reimbursement Obligation shall accrue from the date the Phase II Public Infrastructure Improvements are completed, as evidenced by written confirmation by the Warren County Engineer. The Reimbursement Obligation is a special obligation of the Township, payable solely from and secured only by money deposited in the TIF Fund, and payable without the necessity of annual appropriation of money in the TIF Fund for such payment. Each of the Developers will provide a statement of principal and accrued interest due each May 1 and September 1 for review and approval by the Fiscal Officer.

The Reimbursement Obligation shall be only paid by the Township from moneys actually received by the Township and deposited into the TIF Fund. Until the Reimbursement Obligation is paid in full, the Board shall not amend, modify or repeal the TIF Resolution in any way, or take any other legislative action that would affect the amount of Service Payments deposited into the TIF Fund except as approved by both of the Developers in writing or required by law. Until the Reimbursement Obligation is paid in full, the Township shall not transfer, encumber, spend or use any Service Payments other than for deposit in the TIF Fund and other than as provided in this Agreement unless this Agreement is amended as provided herein.

No payment obligations of the Township under this Agreement shall constitute an indebtedness of the Township within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developers have no right to have taxes or excises levied by the Township for the payment of the Reimbursement Obligation. In the event that upon receipt of the final Service Payment to be paid under the TIF Resolution and after its application in accordance with the terms of this Agreement, a balance remains on the Reimbursement Obligation, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any payment obligation of the Township of such balance shall be deemed forgiven by the Developers at that time.

Section 8. Conditions Precedent to Reimbursement of Developers. The Township's obligation to make payments to the applicable Developer under Section 7 commence when all of the following conditions have been met for the Public Infrastructure Improvements to which reimbursement payments are being made:

- (a) For the Phase I Public Infrastructure Improvements Costs:
  1. The Township's receipt of confirmation from the Warren County Building and Zoning Department that at least one of the Commercial Outlot Parcels has received a certificate of occupancy from the Warren County Building and Zoning Department;
  2. A certification to the Township of the Phase I Public Infrastructure Improvement Costs signed by an authorized officer of the Phase I Developer, together with such evidence reasonably required by the Fiscal Officer to evidence the Phase I Public Infrastructure Improvements Costs. Phase I Public Infrastructure Improvements Costs shall be added to the Phase I

Reimbursement Obligation on the date the Fiscal Officer approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably withheld. Phase I Public Infrastructure Improvements Costs included in the Phase I Reimbursement Obligation shall not exceed \$689,842.14, exclusive of any interest accrued pursuant to Section 7 (the “Phase I Reimbursement Obligation Cap”), and, together with the reimbursements for the Phase II Public Infrastructure Improvements Costs, total reimbursement from the Township shall not exceed the Reimbursement Obligation Cap; and

3. A certification to the Township that the work associated with the construction of the Phase I Public Infrastructure Improvements has been completed no later than January 1, 2026, and has been constructed in material conformance with all relevant government-approved specifications and plans for the work by the Warren County Engineer’s Office.

(b) For the Phase II Public Infrastructure Improvements Costs:

1. The Township’s receipt of confirmation from the Warren County Building and Zoning Department Office that the Phase II Private Improvements have been completed;
2. A certification to the Township of the Phase II Public Infrastructure Improvements Costs signed by an authorized officer of the Phase II Developer, together with such evidence reasonably required by the Fiscal Officer to evidence the Phase II Public Infrastructure Improvements Costs. Phase II Public Infrastructure Improvements Costs shall be added to the Phase II Reimbursement Obligation on the date the Fiscal Officer approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably withheld. Phase II Public Infrastructure Improvements Costs included in the Phase II Reimbursement Obligation shall not exceed \$1,965,141.33, exclusive of any interest accrued pursuant to Section 7 (the “Phase II Reimbursement Obligation Cap”), and together with the reimbursements for the Phase I Public Infrastructure Improvements Costs, total reimbursement from the Township shall not exceed the Reimbursement Obligation Cap; and
3. A certification to the Township that the work associated with the construction of the Phase II Public Infrastructure Improvements has been completed no later than January 1, 2029, and has been constructed in material conformance with all relevant government-approved specifications and plans for the work by the Warren County Engineer’s Office.

Section 9. Indemnity. Phase I Developer agrees that it will indemnify, defend and hold harmless the Township, its elected officials, officers, employees and agents (insofar as such persons are acting in their capacity as elected officials, officers, employees and agents of the

Township) (each an “Indemnified Party”) from and against any and all liability, and in any and all suits, proceedings, claims, damages, losses and expenses (including reasonable attorneys’ fees), including, without limitation, any environmental liability, incurred by an Indemnified Party resulting from an act or omission by the Phase I Developer or its employees, agents or contractors in the acquisition of the Phase I Public Infrastructure Improvements, excluding in all cases any liability or claims arising as a result of the gross negligence or willful misconduct of the Township. Phase II Developer agrees that it will indemnify, defend and hold harmless the Township, its elected officials, officers, employees and agents (insofar as such persons are acting in their capacity as elected officials, officers, employees and agents of the Township) (each an “Indemnified Party”) from and against any and all liability, and in any and all suits, proceedings, claims, damages, losses and expenses (including reasonable attorneys’ fees), including, without limitation, any environmental liability, incurred by an Indemnified Party resulting from an act or omission by the Phase II Developer or its employees, agents or contractors in the acquisition of the Phase II Public Infrastructure Improvements, excluding in all cases any liability or claims arising as a result of the gross negligence or willful misconduct of the Township. The Developers’ respective obligations provided in this Section survive the termination of this Agreement.

Section 10. Prevailing Wage. Each of the Developers and the Township acknowledge and agree that each Developer shall hold the Township harmless for any failure by such Developer or any contractor working under their direction to comply with any applicable prevailing wage requirements of O.R.C. Chapter 4115.

Section 11. Estoppel Certificate. Within 45 days after a submitted request of either Developer, the Township will execute and deliver to the person or entity indicated in the request of the submitting Developer, a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the submitting Developer is not in default under any of the terms, covenants or conditions of this Agreement, or, if the submitting Developer is in default, specifying same; and (c) such other matters as the submitting Developer reasonably requests, which may include certification of the remaining Reimbursement Obligation. Upon such request the submitting Developer will certify to the Township that the submitting Developer is not, to its knowledge, in default under any of the terms, covenants or conditions of this Agreement or, if the submitting Developer is in default, the submitting Developer will specify such default and its plan to remedy or cure such default.

Section 12. Successors; Assignment; Amendments; Township Consents. This Agreement is binding upon the parties hereto and their respective successors and assigns. A party may only assign this Agreement with the written consent of the other parties; provided that either or both of the Developers may, without the consent of the Township, make a collateral assignment of such Developer’s rights and obligations under this Agreement to a lender for the purpose of obtaining financing related to such Developer’s portion of the Public Infrastructure Improvements, as long as such an assignment provides that such Developer remains liable for all its obligations under this Agreement. Each Developer will use commercially reasonable efforts to notify the Township of any such collateral assignment by such Developer. The Township will cooperate with any reasonable assignment request in connection with that financing. Nothing in this Agreement prevents either or both of the Developers from transferring any or all of their interest in a Parcel to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Unless otherwise provided in this Agreement, any consent or

approval of the Township to be given under this Agreement may be given by the Township Administrator and must be given in writing.

Section 13. Certain Representations and Warranties of Township. Township represents and warrants as of the date of delivery of this Agreement that:

(a) It is a township and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the Township enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State of Ohio or of the United States of America applicable to Township that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which Township is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(f) The TIF Resolution and the Reimbursement Agreement Resolution have been duly passed by the Township, have not been amended, modified, or repealed, and are in full force and effect.

(g) It will deposit into the TIF Fund all Service Payments and Property Tax Rollback Payments received by it.

(h) It will not transfer, encumber, spend or use any monies on deposit in the TIF Fund other than as provided in this Agreement unless a modification to this Agreement is agreed to by both parties.

(i) There is no litigation pending or to its knowledge threatened against or by Township wherein an unfavorable ruling or decision would materially and adversely affect Township's ability to carry out its obligations under this Agreement.

Section 14. Certain Representations and Warranties of Phase I Developer. Phase I Developer hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and it has all requisite power and authority to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder, and it has duly executed and delivered this Agreement.

(c) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(d) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Phase I Public Infrastructure Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct or cause to be constructed the Phase I Public Infrastructure Improvements.

(e) It is in compliance with State of Ohio campaign financing laws contained in O.R.C. Chapter 3517 and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in O.R.C. Section 9.24.

Section 15. Certain Representations and Warranties of Phase II Developer. Phase II Developer represents and warrants as of the date of delivery of this Agreement that:

(a) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and it has all requisite power and authority to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder, and it has duly executed and delivered this Agreement.

(c) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(d) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin

performance of, this Agreement or the construction of the Phase II Public Infrastructure Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct or cause to be constructed the Phase II Public Infrastructure Improvements.

(e) It is in compliance with State of Ohio campaign financing laws contained in O.R.C. Chapter 3517 and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in O.R.C. Section 9.24.

Section 16. Provision of Information. Each Developer agrees for itself and on behalf of all such Developer's successor Owners, to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the Township to enable the Township to submit the status report required by O.R.C. Section 5709.73(I) to the Director of the Ohio Department of Development on or before March 31st of each year. The Township and the Developers agree that either Developer shall not have any obligation to provide any reporting under this Agreement if the Developer has been reimbursed in full pursuant to Section 7 hereof and no longer owns any property identified in the TIF Resolution.

Section 17. Events of Default and Remedies.

(a) Any one or more of the following constitutes an "Event of Default" under this Agreement, only insofar as it may affect the rights duties, and obligations of the party in default:

(i) A Developer or the Township fails to perform or observe any material obligation punctually and as due under this Agreement;

(ii) A Developer or the Township makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made.

(iii) A Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of the Property under its ownership or control;

(iv) A Developer makes a general assignment for the benefit of creditors;

(v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with a Developer as debtor; or

(vi) A Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) calendar days after receipt of such

notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section 17, any non-defaulting party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the defaulting party under this Agreement, provided the non-defaulting party must provide thirty (30) calendar days' notice of any termination to the defaulting party and the other non-defaulting party and provided further that the non-defaulting party initiating termination must rescind the termination notice and not terminate the Agreement if either (a) the defaulting party cures all Events of Default within a reasonable time thereafter or (b) a non-defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the Township may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 18. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation is an obligation of any present or future member of the Board or any officer, agent or employee of either party in that person's individual capacity, and neither the members of the Board, nor any individual person executing this agreement on behalf of the Township or the Developers, will be liable personally by reason of the obligations of the Township or the Developers contained in this Agreement.

Section 19. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused, or by overnight mail with confirmation of delivery, in which event such notice will be deemed to have been received on the confirmed date of delivery. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To Phase I Developer at: Hamilton Pointe Investments, LLC  
7755 Montgomery Road, Suite 190  
Cincinnati, Ohio 45236

Attn: Marie E. Fox

With a Copy to:

Frost Brown Todd LLP  
Great American Tower  
301 East Fourth Street, Suite 3300  
Cincinnati, Ohio 45202  
Attn: Donald L. Warner, III, Esq.

(b) To Phase II Developer at: Hamilton Township Apartments, LLC  
4901 Hunt Road, Suite 300  
Cincinnati, Ohio 45242  
Attn: Brandon Guttman

With a copy to:

Stephanie A. Dill, Esq.  
4901 Hunt Road, Suite 300  
Cincinnati, Ohio 45242

(c) To the Township at: Hamilton Township, Warren County, Ohio  
7780 State Route 48  
Hamilton Township, Ohio 45039  
Attn: Township Administrator

With a copy to:

Bricker Graydon LLP  
2 East Mulberry Street  
Lebanon, OH 45036  
Attn: Ben Yoder, Esq.

Section 20. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 21. Separate Counterparts. This Agreement may be executed by the parties in one or more counterparts or duplicate signature pages, each of which when so executed and delivered is 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. Signatures transmitted by facsimile or electronic means are deemed original signatures.

Section 22. Entire Agreement. 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. The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough, arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

Section 23. Interpretation. In the event of a conflict or inconsistency between the provisions of this Agreement, the TIF Resolution, or the Reimbursement Agreement Resolution, this Agreement shall control.

Section 24. Term. The term of this Agreement commences as of the date of this Agreement and terminates upon payment in full to the Developers of the Reimbursement Obligation.

Section 25. No Agency Relationship. The Township and Developers each acknowledge and agree that in fulfilling its obligations under this Agreement, Developers are not acting as agents of the Township and neither Developer is acting as an agent of the other Developer.

Section 26. Governing Law and Choice of Forum. This Agreement is governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Township, its employees, contractors, subcontractors and agents, and the Developers, their employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Warren County, Ohio.

Section 27. Exhibits. The following Exhibits are attached to this Agreement:

- (i) Exhibit A: TIF Resolution
- (ii) Exhibit B: Reimbursement Agreement Resolution
- (iii) Exhibit C-1: Phase I Public Infrastructure Improvements
- (iv) Exhibit C-2: Phase I Public Infrastructure Improvements Budget
- (v) Exhibit C-3: Phase II Public Infrastructure Improvements
- (vi) Exhibit C-4: Phase II Public Infrastructure Improvements Budget

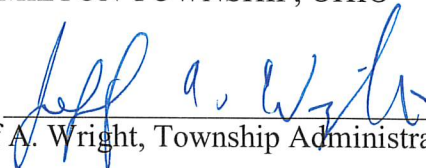
(vii) Exhibit D: Site Plan

*(Signatures on next page)*

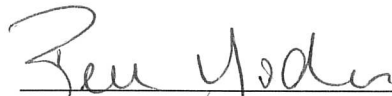
IN WITNESS WHEREOF, the Township has caused this Tax Increment Financing Reimbursement Agreement (Hamilton Pointe Project) to be executed in its name by its duly authorized officers, as of the date first set forth above.

**“TOWNSHIP”**

HAMILTON TOWNSHIP, OHIO

By:   
Jeff A. Wright, Township Administrator


Approved as to Form:

  
Benjamin J. Yoder, Law Director

FISCAL OFFICER’S CERTIFICATE

The Township has no obligation to make payments pursuant to the foregoing agreement except from Service Payments to be collected for deposit into the TIF Fund. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for Hamilton Township, I hereby certify that funds sufficient to meet the obligations of the Township under the foregoing Agreement, but in an amount not greater than those Service Payments actually received by the Township, have been lawfully appropriated for the purposes thereof and are available in the treasury of the Township, and/or upon implementation of the processes under Sections 5709.73, 5709.74, and 5709.75 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: 11/6, 2024

  
Leah M. Elliott, Fiscal Officer  
Hamilton Township, Ohio

IN WITNESS WHEREOF, the Developers have caused this Tax Increment Financing Reimbursement Agreement (Hamilton Pointe Project) to be executed in its names by their duly authorized officers, as of the date first set forth above.

**“PHASE I DEVELOPER”**

HAMILTON POINTE INVESTMENTS,  
LLC, an Ohio limited liability company

By: Marie E Fox

Printed: Marie E Fox

Title: Managing Director

**“PHASE II DEVELOPER”**

HAMILTON TOWNSHIP APARTMENTS,  
LLC, an Ohio limited liability company

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
TIF RESOLUTION

[to be attached]

EXHIBIT B

REIMBURSEMENT AGREEMENT RESOLUTION

*(See attached)*

## EXHIBIT C-1

### PHASE I PUBLIC INFRASTRUCTURE IMPROVEMENTS

#### Phase I Public Infrastructure Improvements:

1. Utilities for Lot 2, Lot 3, and Lot 4
2. Removal of abandoned sanitary sewer line on Lot 4
3. Towne Center Blvd
  - a. Curb Work
  - b. Lighting District Work
  - c. Top Course of Pavement
  - d. Right In/Right Out Access Point
  - e. Full Access Point
  - f. Traffic Markings and Signage
4. Legal costs of Developer and Township in conjunction with Phase I Public Infrastructure Improvements and TIF

EXHIBIT C-2

PHASE I PUBLIC INFRASTRUCTURE IMPROVEMENTS BUDGET

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
Utilities for Lots 2, 3, and 4	1	1	\$140,586.00	\$140,586.00
Removal of abandoned sanitary sewer line on Lot 4	1	1	\$7,880.00	\$7,880.00
Towne Center Blvd.	1	1	\$353,463.34	\$353,463.34
<b>Improvements Sub-Total</b>				<b>\$464,689.80</b>
Engineering & Permits				\$97,400.00
Legal Costs of Developer and Township				\$60,000.00
Construction Management Fee				\$30,512.80
<b>Grand Total</b>				<b>\$689,842.14</b>



## EXHIBIT C-3

### PHASE II PUBLIC INFRASTRUCTURE IMPROVEMENTS

#### Phase II Public Infrastructure Improvements:

1. Open Space A (retention alterations)
2. Storm Water drainage pipe from Open Space A to the East across Towne Center BLVD and through parcel #16-05-277-015 to State Route 48 ROW
3. Removal of abandoned sanitary sewer line on Lot 1
4. Towne Center Blvd (East side along Lot 1 and Open Space A)
  - a. Curb Work
  - b. Lighting District Work
  - c. Access Points
  - d. 8' Asphalt Path
  - e. Traffic Markings and Signage
5. Road A (Pebble Lane)
  - a. Sub-grade, Road Base and Pavement including Top Course
  - b. Curb Work
  - c. Lighting District Work
  - d. 8' Asphalt Path
  - e. Traffic Markings and Signage
6. Storm Sewer
7. Water Main

EXHIBIT C-4

PHASE II PUBLIC INFRASTRUCTURE IMPROVEMENTS BUDGET

Description	Quantity	Unit	Unit Price	Total
Site Preperation (Clearing, stripping, cut/fill, mucking, grading)	1	LS	\$556,096.00	\$556,096.00
Erosion Control	1	LS	\$43,445.00	\$43,445.00
Storm Sewer (Pipe, CB's, Headwalls, Rock Channel Protection)	1	LS	\$90,747.50	\$90,747.50
Concrete (curb, underdrain)	1,837	LF	\$54.10	\$99,381.70
Pavement (Asphalt drive/path, underdrain, guardrails, ramps)	1	LS	\$323,536.50	\$323,536.50
Daycare Storm Sewer (Pipe, CB's, MH's, Headwalls & restoration)	1	LS	\$80,120.00	\$80,120.00
Remove existing sanitary sewer	844	LF	\$44.00	\$37,136.00
Waterline (Connect, 8" water, FH's, inspections)	1	LS	\$116,935.00	\$116,935.00
Traffic Maintenance	1	LS	\$15,000.00	\$15,000.00
Mobilization	1	LS	\$10,500.00	\$10,500.00
			<b>Improvements Sub-Total</b>	<b>\$1,372,897.70</b>
			Contingency	\$274,580.00
			Engineering & Permits	\$56,000.00
			Construction Field Testing	\$42,000.00
			Construction Management Fee	\$96,102.84
			General Conditions	\$68,644.89
			Performance & Payment Bond	\$54,915.91
			<b>GRAND TOTAL</b>	<b>\$1,965,141.33</b>

EXHIBIT D

SITE PLAN

