

NORTHERN PICKAWAY COUNTY JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Northern Pickaway County Joint Economic Development District Contract (the "Contract") is made and entered into as of August 30, 2007, by and among the City of Columbus ("Columbus"), the Village of Ashville ("Ashville"), and the Township of Harrison, Pickaway County, Ohio ("Harrison") in accordance with the terms and provisions set forth herein.

RECITALS

A. Columbus, Harrison, and Ashville (the "JEDD Parties", each a "JEDD Party") and the Village of South Bloomfield, have entered into an Annexation Moratorium Agreement (the "Annexation Moratorium Agreement"), dated as of August 30, 2007, to place a moratorium on annexation within the Northern Industrial Area, as defined herein to allow for joint economic development within such area.

B. The JEDD Parties intend to enter into this Contract to create and provide for the operation of the Northern Pickaway County Joint Economic Development District (the "District") as a joint economic development district in accordance with Sections 715.72 through 715.81 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

C. Columbus is a municipality located primarily within Franklin County, Ohio and Harrison is located within Pickaway County, Ohio. Ashville is a municipality located in Pickaway County. Franklin County and Pickaway County are adjacent counties. Columbus and Harrison are contiguous communities. Ashville and Harrison are contiguous communities.

D. The legislative authorities of the JEDD Parties have each approved, authorized and directed the JEDD Parties to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 1045-2006, enacted by the City Council of

Columbus on June 12, 2006, Ordinance No. 2006-10 enacted by the Village Council of Ashville on June 19, 2006, and Resolution No. 06-32, adopted by the Board of Township Trustees of Harrison on June 19, 2006, for which no referendum petitions were filed in the time allotted under R.C. 715.77.

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

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

Section 2. Contracting Parties. The contracting parties (referred to herein as the JEDD Parties) to this Contract are Columbus, a municipal corporation existing and operating under the laws of the State, including its Charter, Ashville, a municipal corporation existing and operating under the laws of the State, and Harrison, a township existing and operating under laws of the State, and their respective successors.

Section 3. Purpose. In accordance with R.C. 715.72(C), the JEDD Parties intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Pickaway County, Columbus, Ashville, Harrison and the District.

Section 4. Territory of the District. The territorial boundaries of the District are described in **Exhibit A** attached to and made part of this Contract. The territory of the District is located entirely within Harrison and does not include any "parcel of land", as defined in R.C. 715.70(B)(1), which is owned in fee by or is leased to a municipal corporation or a township. Franklin County and Pickaway County are adjacent counties as required by R.C. 715.72(B), and (a) Columbus and Harrison, and (b) Ashville and Harrison, respectively, are contiguous communities as required by R.C. 715.72(C)(1). No electors reside or shall reside within the area or areas comprising the District and no part of the area or areas comprising the District are or shall be zoned for residential use, as required by R.C. 715.73(B).

Section 5. Addition and Removal of Areas from District. Subject to and consistent with R.C. 715.761 and any other applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Contract, including **Exhibit A** hereto, may be amended from time to time to add certain property within Harrison to the territory of the District. More specifically, only property located within the territory generally defined as the area of Harrison south of the Franklin County line and bounded by the Scioto River to the west, the Walnut Creek to the east and Duval Road to the south, which area is depicted on the map attached as **Exhibit B** (the "Northern Industrial Area"), shall be eligible to be added to the Northern Pickaway County JEDD.

Property may be added to the District upon (a) the filing of (i) a petition pursuant to R.C. 715.761(C)(6) and R.C. 715.76(F) signed by all of the owners of that property (and signed by all of the owners of businesses, if any) with the Board and (ii) a resolution approving the addition of the area is unanimously approved by the Harrison Township Trustees; and (b) appropriate zoning is in place. The petition to add property to the District shall comply with and be considered in

accordance with R.C. 715.761. Upon agreement by all of the JEDD Parties and the Board, this Contract, including **Exhibit A** hereto, shall be amended to add such property to the territory of the District pursuant to the petition requirements as provided hereinabove. Pursuant to R.C. 715.761(A), property added to the District shall meet all requirements of R.C. 715.73.

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

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

Section 6. Term. The initial term of this Contract shall commence on the date hereof and shall terminate at midnight on December 31, 2056, unless otherwise terminated prior to that date as provided herein. The provision herein for the initial term of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

Pursuant to R.C. 715.74(D), this Contract may be terminated at any time by mutual consent of all of the JEDD Parties as authorized by their respective legislative authorities as provided herein. Unless otherwise agreed, in order for such termination to be effective, the legislative actions of the JEDD Parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Section 12 hereof, this Contract may also be terminated by any JEDD Party if it is determined at any time, for any reason, that joint economic development district contracts cannot be entered into, cannot be implemented, or are held invalid by a court of

competent jurisdiction or that the income tax provided for in Section 10 hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by a written notice of such termination from the legislative authority of any JEDD Party. The termination shall occur on the date set forth in that notice.

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

Pursuant to Section 715.74(D) of the Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the JEDD Parties and on any entities succeeding such JEDD Parties, whether by annexation, merger, consolidation or otherwise. Contemporaneous with the signing of this Contract, the JEDD Parties and the Village of South Bloomfield have entered into an Annexation Moratorium Agreement prohibiting annexation of property located within the Northern Industrial Area, depicted on **Exhibit B**, by Columbus, Ashville, or South Bloomfield for a period of fifty (50) years. The intent of the Annexation Moratorium Agreement, in combination with this Contract and any other JEDD Contracts, is to establish the legal and policy framework for the creation of an area (the Northern Industrial Area) reserved exclusively for joint development through joint economic development districts. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger, consolidation or otherwise, the JEDD Parties may, but are

not required to, amend this Contract to add that municipal corporation as a party to this Contract. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Section 10 hereof. In the event that any portion of the territory of Harrison that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a noncontracting municipal corporation or an incorporation as a municipal corporation, the JEDD Parties shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation until and unless (1) the District has been created and the income tax provided for in this Contract has been in effect for one year and (2) the municipal corporation into which such territory would be annexed or merged or that is to be incorporated has either become a party to this Contract and has assumed all the obligations and responsibilities required under this Contract in connection with such territory or has agreed otherwise to recognize and comply with this Contract in a form acceptable to the JEDD Parties.

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

As explained in more detail in Section 10 of this Contract, the District will establish a capital improvement plan and a plan to provide financing for needed infrastructure. It is anticipated that a variety of sources will assist, including developer assistance or reimbursement payments, and/or governmental grants or payments, proceeds or revenues from tax increment financing and income taxes generated from the District. (See Section 10 herein). It is a principle

of this Contract that the provision of necessary infrastructure be guaranteed to the extent possible and that all JEDD Parties will have an opportunity to be reimbursed for costs incurred on their behalf.

In accordance with Section 715.74 of the Revised Code, the JEDD Parties each agree to contribute to the development and operation of the District as follows:

A. Sanitary Sewer Services. Sanitary Sewer Service will be provided pursuant to the Annexation Moratorium Agreement. Costs for sanitary sewer services will be recovered for provision of such sanitary sewer services in a manner consistent with and pursuant to the Annexation Moratorium Agreement from sources as determined by the Board in a manner consistent with the pursuant to the Annexation Moratorium Agreement.

B. Water Services. Water service will be provided pursuant to an agreement with Earnhart Hill Water and Sewer Service District (the "Water District"), in a manner consistent with and pursuant to the Annexation Moratorium Agreement.

C. Road Construction, Maintenance. As mentioned above, the JEDD Parties will develop a capital improvement plan to provide necessary road improvements and to determine which JEDD Party shall make such improvements or whether private sector developers shall be responsible for certain improvements and the costs thereof.

D. Other Services. Reference is hereby made to the North Gate Alliance Cooperative Economic Development Agreement ("CEDA"), dated December 13, 2004, which CEDA is attached hereto as **Exhibit C** and incorporated herein by reference. The CEDA sets forth certain provisions with regard to the provision of governmental services in areas that are annexed to a municipality pursuant to the CEDA. The applicable provisions with regard to governmental services, other than water services, sewer services, and road construction and

maintenance services, shall apply in the District, and Pickaway County shall continue to provide police services in the District. With regard to the governmental services of traffic control device maintenance and energy for street lighting (which services would be provided by the annexing municipality), the District shall pay such costs as an expense of operation of the District, pursuant to Section 10 of the Contract.

Section 8. Board of Directors. Pursuant hereto, a board of directors (the "Board") is established to govern the District. The Board shall consist of three members appointed as set forth in R.C. 715.78(A)(2). More specifically, the Board shall be composed of one member appointed by and representing Columbus, one member appointed by and representing Harrison, and one member selected by the other two members described above. In the event that there become established within the District businesses and persons working within the District, then the Board shall consist of five members, appointed as set forth in R.C. 715.78(A)(1). More specifically, the Board shall be composed of one member representing Columbus, one member representing Harrison, one member representing the owners of businesses located within the District, one member representing the persons working within the District, and one member selected by the other four members described above.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the "Officers" of the Board) from among its members: a Vice Chair, a Secretary and a Treasurer, provided that the Secretary and the Treasurer may be the same person. The Chairperson shall be the Board member selected by the other Board members as set forth in R.C. 715.78. The Officers shall be

elected at the first meeting of the Board and thereafter every other year for two-year terms 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 9. Powers, Duties, Functions. The Board shall adopt by-laws, which shall provide for the provisions herein and such other provisions as the Board determines necessary to operate the District in accordance with this Contract. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the Columbus Regional Airport Authority at Rickenbacker or at other locations as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board. If the Board consists of three members constituted as set forth in R.C. 715.78(A)(2), a minimum of two members shall constitute a quorum for Board meeting purposes. If the Board consists of five members as set forth in R.C. 715.78(A)(1), a minimum of three members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members present and constituting a quorum to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or

her residence or place of business. Any majority of members of the Board may also call a special meeting by providing the same notice.

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

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

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the Tax Agreement (as defined in Section 10 hereof) that the Department of Finance of Columbus shall assist the Treasurer with the duties of that office, but such assistance shall not extend to governmental accounting assistance without the prior written consent of Columbus.

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

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

The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to

government entities and consistently applied, in a form acceptable to the Columbus City Auditor. The Board shall furnish to the Columbus City Auditor and to representatives of the other JEDD Parties, as soon as available and in any event within 75 days after the end of each fiscal year the following reports:

(A) Audited financial statements consisting of a Statement of Net Assets, Statement of Revenues, Expenses and Changes in Net assets and Statement of Cash Flows, together with all Notes thereto, fairly presenting the financial condition and results of operations of the District for the periods covered, accompanied by an opinion thereon of certified public accountants.

(B) Copies of any audit response letters or accountants' management letters received by the Board on behalf of the District.

All such financial statements and audit reports shall be prepared in accordance with governmental accounting and financial reporting standards as prescribed by the Governmental Accounting Standards Board. It is expressly understood that the Board shall provide such reports to the Columbus City Auditor and to representatives of the other JEDD Parties in a timely manner in order for the JEDD Parties to be able to comply with the reporting requirements of the Government Finance Officers Association of the United States and Canada and in order for the Columbus to continue to receive, annually, the Certificate of Achievement for Excellence in Financial Reporting, and the other JEDD Parties' requirements. In addition, the Board shall provide the City of Columbus Finance Department and City Auditor and to representatives of the other JEDD Parties such other information as they reasonably request.

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

The Board, on behalf of the District, may:

(1) Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

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

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

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

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

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

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

(8) employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the District;

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

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

All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. The JEDD Parties to this Contract shall not be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchases of real or personal property, as well as other goods or services shall comply with applicable rules or regulations of the JEDD Parties.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74(C) of the Revised Code and Section 10 hereof.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

Section 10. Income Tax. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of 2% in the District in accordance with Section 715.74(C) of the Revised Code. The income tax shall go into effect as soon as is legally permissible. The rate of the income tax shall change from time to time so that it is equal to the rate being levied by Columbus. The revenues of that income tax shall be used for the purposes of the District and the JEDD Parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the Columbus's income tax legislation, as it may be amended from time-to-time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.74(C) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

In accordance with Section 715.74(C)(2) of the Revised Code, the Board shall enter into an agreement with Columbus to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the Columbus City Auditor shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt and safekeeping of the income tax revenues collected within the District.

On the first business day of each quarter, the Administrator shall provide the District with an amount sufficient to pay the outstanding or expected expenses of the operation of the District for that quarter (including, but not limited to, the expense of administering the income tax pursuant to the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board, which amount shall not exceed 12.5% of the income tax revenues for that calendar year. Thereafter, the Administrator shall repay the JEDD Parties the costs, which they incurred to establish the District pursuant to Section 7 hereof, until each JEDD Party is paid in full.

Net tax revenues in excess of the above shall be divided and distributed equally into two funds: the Partner Proceeds Fund (the "Partners Proceeds Fund") and the Partner Investment Reimbursement Fund (the "Partners Investment Reimbursement Fund").

Revenues (and any investment earnings) in the Partner Proceeds Fund shall be paid and remitted no less frequently than annually without need of further action of the treasurer or the Board, as follows:

- (1) To Columbus, seventy percent (70%)
- (2) To Harrison, fifteen percent (15%)
- (3) To Ashville, fifteen percent (15%)

The monies so paid or remitted to the JEDD Parties shall be used by each JEDD Party for the purposes of the District and for the purposes of the JEDD Parties pursuant to this Contract, in accordance with R.C. 715.74(C)(1).

Revenues (and any investment earnings) in the Partner Investment Reimbursement Fund shall be paid and remitted no less frequently than annually as follows:

1. The Partner Investment Reimbursement Fund shall continue to exist until the JEDD Parties have been reimbursed for capital improvement projects made on behalf of and

authorized by the District or any other related joint economic development districts. Capital improvement projects to be paid from Partner Investment Reimbursement Fund specifically include, but are not limited to, those projects undertaken pursuant to the Annexation Moratorium Agreement. If at any point this fund is no longer needed, all revenue generated through the income tax shall be deposited in the Partner Proceeds Fund.

2. The JEDD Parties shall develop a capital improvement plan for the District that shall detail the initial infrastructure required to support the District and identify the JEDD Party that has agreed to provide such infrastructure. The capital improvement plan shall also identify infrastructure improvements made or in the process of being made prior to the establishment of the District and for which a JEDD Party is to be reimbursed.
3. The JEDD Board, in consultation with the JEDD Parties, shall update the District's capital improvement plan on a frequency to be determined by the Board, but no less frequently than every five (5) years.
4. Each JEDD Party shall be reimbursed for all project costs expended in accord with the approved capital improvement plan.
 - (a) However, while it is understood that each JEDD Party will likely need to finance its projects, no financing costs, as defined in Section 133.01(K) of the Ohio Revised Code, are reimbursable. Each JEDD Party shall bear its own financing expense.
 - (b) Columbus shall not seek reimbursement for project costs which are recovered through front foot fees paid to its water or wastewater utility. In addition, no JEDD Party will seek reimbursement for project costs that will be recovered

or reimbursed through other sources such as developer assistance or reimbursement payments, or revenues from tax increment financing.

- (c) Any federal or state grant funds obtained on behalf of a JEDD Party and/or the District shall be used to reduce the total cost for infrastructure investment required by the partners and are not eligible for reimbursement.

5. On an annual basis, each JEDD Party shall submit to the Board documentation for authorized capital improvement project costs incurred by the partner during the prior year.
6. To the extent monies are available within the Partner Investment Reimbursement Fund, the Board shall remit annually payment to the JEDD Parties for documented expenses. The JEDD Parties assume that the revenues to this fund will not be adequate to meet the reimbursement expenses on an annual basis. All expenses not reimbursed the first year submitted shall be carried forward to future years until paid and shall be paid to the JEDD Parties in proportion to the outstanding amounts owed to those Parties.

The Tax Agreement shall provide that the Administrator shall make an annual report to the Board regarding the receipt and distribution of the income tax of the District.

The JEDD Parties acknowledge that property taxes levied on property within the District shall be distributed in accordance with Ohio law with no portion being distributed to other parties. Property taxes in the District are subject to exemption as provided in Section 11 of this Agreement.

Section 11. Annexation; Zoning. The JEDD Parties agree that, so long as this Contract is in effect, the JEDD Parties will not (i) accept any annexation petitions for any property located in the District, or (ii) assist property owners to annex their property located in

the District to a municipality. The JEDD Parties will not be divested of their rights or obligations under this Contract because of annexation, merger or succession of interests.

From and after the date of this Contract, Harrison shall not approve the establishment of enterprise zones under Section 5709.61 through 5709.69 of the Revised Code, as amended from time to time, and the granting of any tax exemption pursuant to Chapter 1728 and Section 3735.67 of the Revised Code, as amended from time to time, and the use of tax increment financing under Sections 5709.73 to 5709.81 of the Revised Code, as amended from time to time, within the District without the consent of all of the JEDD Parties.

As stated in Section 4 of this Contract, on the date of execution of this Contract, none of the area comprising the District is zoned for residential use. Upon the formation of the District, Harrison agrees to implement and maintain only business, commercial and industrial zoning within the District. For purposes hereof and to the extent permitted by law, "zoning" shall include "conditional zoning", the granting of any variance or other form of permit to use, and otherwise prescribing the uses of property within the District.

Section 12. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The JEDD Party in default shall have 60 days after receiving written notice from any other JEDD Party of the event of default to cure that default. If the default is not cured within that time period, any nondefaulting JEDD Party may sue the defaulting JEDD Party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be terminated because of a default unless all JEDD Parties agree to such cancellation or termination.

Section 13. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the JEDD Parties only in a writing approved by the

legislative authorities of all of the JEDD Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the JEDD Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 14. Binding Effect. This Contract shall be binding upon the JEDD Parties, and the District and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

Section 15. Support of Contract. The JEDD Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the JEDD Parties agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. Each JEDD Party shall bear its own costs in any such proceeding challenging this Contract or any term or provision thereof.

Section 16. Signing Other Documents. The JEDD Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 17. Severability. Except as provided in Section 6 hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

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

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

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

Section 18. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Sections 715.72 and 715.81 of the Revised Code. In the event that Section 715.72 or Section 715.81 of the Revised Code are amended or are supplemented by the enactment of a new section of the Revised Code relating to Joint Economic Developments Districts, the JEDD Parties may agree at the time to follow either the provisions of Sections 715.72 and 715.81 existing on the date of this Contract or the provisions of Sections 715.72 and 715.81 as amended or supplemented, to the extent permitted by law.

Section 19. Captions and Heading. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 20. Consideration, Utility Contract. The amendment, renewal or termination of a separate contract for utility services does not constitute any part of the consideration for this Contract. Further, other substantial consideration exists to support this Contract, and this

Contract has been entered into between the JEDD Parties without duress or coercion related to the amendment, renewal or termination of a separate contract for utility services.

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

Signed as to the City of Columbus, Ohio
in the presence of:


Name: Greg Davies

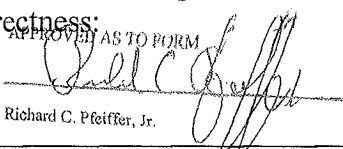

Name: Michael Stevens

(Witnesses as to the City of Columbus, Ohio)

CITY OF COLUMBUS, OHIO

By: 
Director of Development

Approved as to legal form and
correctness:


By: Richard C. Pfeiffer, Jr. 8.29.07
City Attorney
City of Columbus, Ohio

[Signature Page]

Signed as to the Village of Ashville, Ohio
in the presence of:

VILLAGE OF ASHVILLE, OHIO



Name:

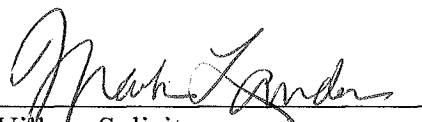


Name:

(Witnesses as to Village of Ashville, Ohio)

By: 
Mayor 

Approved as to legal form and
correctness:

By: 

Village Solicitor

Village of Ashville, Ohio

[Signature Page]

Signed as to the Township of Harrison,
Pickaway County, Ohio in the presence of:

Name: Angene I. Hugo

Name: _____

(Witnesses as to Township of Harrison,
Pickaway County, Ohio)

TOWNSHIP OF HARRISON, PICKAWAY
COUNTY, OHIO

By: W. Douglas & Charles
Trustee

By: Paul Webb Jr
Trustee

By: Keith E. Peters
Trustee

Approved as to legal form and
correctness:

By: Judy C. Wolford
Legal Counsel to Township of Harrison,
Pickaway County, Ohio