

Memorandum of Understanding

THIS Memorandum of Understanding for Community Reinvestment Area (CRA) TAX INCENTIVE AGREEMENTS (the "Agreement") made and entered into as of the 30th day of JULY 2014, by and between the KINGS LOCAL SCHOOL DISTRICT, Warren County, Ohio, a local school district and political subdivision of the State of Ohio (the "School District") and the VILLAGE OF SOUTH LEBANON, Warren County, Ohio, a political subdivision of the State of Ohio (the "Village").

Whereas, the Village of South Lebanon and Kings Local School district have a long history of partnership to facilitate economic development.

Whereas, the Village of South Lebanon and Kings Local School District's joint collaboration is a balanced approach for meeting the talent and education needs of our community.

Whereas, the Village Council and Board of Education of the School District are permitted to enter into an agreement in order to compensate the School District for property taxes lost as a result of the CRA Tax Incentives;

Whereas, the School District and the Village desire to standardize the terms of CRA Tax Incentive Agreements for commercial and industrial property moving forward;


NOW, THEREFORE, the School District and the Village, have a mutual understanding relating to the following:

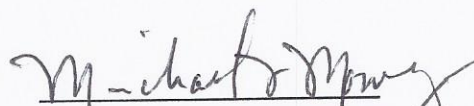
1. Commencing with this MOU, any CRA agreement for commercial and industrial property, in which the School District would have received property tax payments derived from the Exempted Property provided to a Company, the Company pursuant to the PILOT Agreement between the Company and the School District, shall pay to the School District an amount equal to thirty-five percent (35%) of the Total Tax in Lieu of Taxes derived from the Exempted Property (the "PILOT Compensation"), as determined by the Treasurer of the School District (the "Treasurer") and invoiced to the company.
2. Notwithstanding any provision herein to the contrary, total aggregate CRA Compensation shall not exceed the amount of compensation equal to the total amount of taxes, which would have been payable to the school district if the property were not exempted from taxation, the ("Maximum Compensation").

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

Village of South Lebanon

Kings Local School District


Lionel Harold Lawhorn, Mayor


Michael Mowery, Treasurer