

AMENDED AND RESTATED INFRASTRUCTURE AGREEMENT

This Infrastructure Agreement (this "Agreement") dated as of October 1, 2016, between the VILLAGE OF SOUTH LEBANON, OHIO, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "Village"), and LEBANON MASON, LLC, an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, having its principal offices in Cincinnati, Ohio ("Developer") (collectively, the "Parties" and each individually a "Party").

WITNESSETH:

WHEREAS, Developer owns certain parcels of real property in the Village on which it plans to develop single family homes, as well as commercial multi-family facilities and related improvements (as more fully described in Exhibit A attached hereto, the "Project"); and

WHEREAS, the Parties have determined that certain Public Improvements will need to be constructed to facilitate the development of the Project (as more fully defined herein, the "Public Improvements"); and

WHEREAS, in accordance with Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code and pursuant to Ordinance No. 2005-16, adopted by the Council of the Village on December 1, 2005 (the "TIF Ordinance"), the Village has created Tax Incentive District Number 1 (the "TIF District"); and

WHEREAS, MMMilgrove Road, LLC, an Ohio limited liability company and predecessor in interest in the Project to Developer (hereinafter, the "Predecessor"), and the Village have previously entered into a Service Payment Agreement dated as of June 1, 2007 (as amended from time to time, the "Original Service Payment Agreement"), to provide generally for the issuance of TIF Obligations (as hereinafter defined) to provide for the financing of the Public Improvements that will benefit of the parcels of real property located within the TIF District, as further described on Exhibit C attached hereto (the "Site"); and

WHEREAS, by succession to the Predecessor, the Original Service Payment Agreement provides that Developer is responsible for the construction of the Public Improvements, all as more particularly described herein and in the Original Service Payment Agreement;

WHEREAS, the Village and the Predecessor have previously entered into that certain Infrastructure Agreement dated as of June 1, 2007 (as amended by the First Amendment thereto dated as of November 1, 2007, the "Original Infrastructure Agreement") regarding using tax increment revenue from the TIF District to provide for the purchase by the Village of the Public Improvements; and

WHEREAS, in order to accommodate changes in the Project from the date of the Original Infrastructure Agreement, and to more fully provide for the development of the Project and the construction and financing of the Public Improvements, the Village and Developer, as successor to the Predecessor, have determined to amend and restate the Original Infrastructure Agreement, in its entirety, as provided hereby, and to amend and restate the Original Service Payment

Agreement pursuant to an Amended and Restated Service Payment Agreement dated as of the date hereof, between the Village and the Developer (as amended from time to time, the "Service Payment Agreement"); and

NOW THEREFORE, the Parties agree the Original Infrastructure Agreement is hereby amended, restated, and superseded in all respects as follow:

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions. Unless otherwise defined herein, words and terms used in this Agreement with initial capital letters shall have the meanings set forth in this Section 1.1.

"Additional Easements" means one or more easements granted by Developer which grant to the Village, among other things, a permanent easement over, under and through a portion of the Site for constructing, installing, equipping, improving, developing, maintaining, repairing and replacing public roadway improvements, public sanitary and stormwater sewers, public landscaping and lighting improvements, water mains and related public utility improvements. The Additional Easements for the Initial Public Improvements are described in Exhibit G hereto, which exhibit shall be supplemented to reflect the Additional Easements for any Remaining Public Improvements.

"Agreement" means this Infrastructure Agreement, as duly amended or supplemented from time to time in accordance with its terms.

"Agreement Term" means the period commencing with the delivery of this Agreement and ending on the Termination Date.

"Approved Parameters" shall mean, with respect to the single family homes to be built within the Subdivision, such single family homes shall have square footage when completed of not less than 1,220 square feet each. The Village agrees to reasonably consider modifications to the requirements set forth above based upon economic and other market data (the "Market Data") presented by Developer to the Village.

"Authorized Village Representative" means the Mayor or Fiscal Officer of the Village, or their respective authorized designees.

"Authorized Developer Representative" means initially Mr. Peter Goffstein. Developer may from time to time provide a written certificate to the Village signed on behalf of Developer by any authorized Developer official designating an alternate or alternates who shall have the same authority, duties and powers as the initial Authorized Developer Representative.

"Budget" means the budget for the Initial Public Improvements or any Remaining Public Improvements. The Budget for the Initial Public Improvements is set forth on Exhibit F hereto. With respect to any Remaining Public Improvements, the Village and Developer will agree in writing upon a Budget for those Remaining Public Improvements prior to the commencement of any Work on those Remaining Public Improvements.

“Closing Date” means the date of the issuance and sale of a series of TIF Obligations to finance the Public Improvements.

“Code” means the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations (whether temporary or final) under the Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the forgoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

“Completion Date” means the date of the completion of any Work as specified in a certificate given pursuant to Section 3.4 of this Agreement.

“Construction Documents” means, with respect to the Initial Public Improvements or any Remaining Public Improvements, the detailed construction documents for those Public Improvements including, without limitation, working drawings and the Plans and Specifications therefor, as approved by the Village.

“Conveyance” or “Conveyances” means, individually or collectively, any sale of an interest in land to the Village, including the Additional Easements, the Public Roadway Easements and the Utility Easements, as defined herein.

“Cost of Work” means the total consideration paid or to be paid by Developer for the construction or installation of any Work, whether or not the Purchase Price therefor has been exceeded. Such costs may include amounts intended to reimburse Developer for labor costs, including wages, taxes, insurance, contributions and benefits required by law or collective bargaining agreements, and customary benefits; costs of material and equipment not customarily owned by construction workers; transportation and storage costs; costs of unused materials in excess of those actually installed to allow for reasonable waste and spoilage; costs of temporary facilities; costs of machinery and equipment or charges incurred for rental of the same; costs of removal of debris; insurance and bond premiums; costs of professional services (including but not limited to architectural, engineering and legal fees), costs of any performance and materialman’s bond, bonding of mechanic’s liens, financing costs and letter of credit fees incurred in connection with the Public Improvements and the financing thereof prior to title thereto passing to the Village; and costs of the preparation of the Construction Documents, the Service Payment Agreement, this Agreement, and other related instruments and agreements. For purposes of this Agreement, “costs” of any Public Improvements includable in the Costs of Work therefor may include the items of “costs of permanent improvements” set forth in Section 133.15(B) of the Ohio Revised Code and incurred by Developer with respect to the Public Improvements, and any interest charges incurred by Developer with respect to those costs. Costs of Work will not include any costs or expenses that bond counsel determines may not be financed by proceeds of TIF Obligations under the applicable provisions of the Code.

“Developer” means Lebanon Mason, LLC, an Ohio limited liability company duly organized and validly existing under the Constitution and laws of the State of Ohio, having its principal office in Cincinnati, Ohio, and its successors and assigns.

“Event of Default” means an Event of Default under Section 7.1 of this Agreement.

"Force Majeure" means acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any cause or event not reasonably within the control of Developer or the Village, as the case may be.

"Initial Public Improvements" means the construction, installation and dedication for public use of a water main improvement, and related public improvements, along Mason-Morrow-Milgrove Road, together with internal roadways, utilities, and related site improvements servicing the Project, as further described in Exhibit B hereto.

"Notice Address" means:

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| (a) As to the Village: | Village of South Lebanon, Ohio
99 N. High Street
South Lebanon, Ohio 45065
Attention: Mayor |
| With a copy to: | Arik A. Sherk, Esq.
Thompson Hine LLP
Austin Landing I
10050 Innovation Drive
Suite 400
Dayton, Ohio 45342-1934 |
| (b) As to Developer: | Lebanon Mason, LLC
c/o Industrial Realty Group
4020 Kinross Lakes Parkway, Suite 200
Richfield, Ohio 44286
Attention: Mr. Peter Goffstein |
| With a copy to: | Richard D. Spoor, Esq.
Keating Muething & Klekamp PLL
One East Fourth Street
Suite 1400
Cincinnati, Ohio 45202 |

or a different address as to which notice is given pursuant to Section 8.1 of this Agreement.

"Person" shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“Plans and Specifications” means, with respect to the Initial Public Improvements or any Remaining Public Improvements, the plans and specifications, including construction drawings, for those Public Improvements on file with and approved or to be approved by the Authorized Village Representative on behalf of the Village, as the same may be revised or supplemented from time to time with the approval of the Authorized Village Representative.

“Public Improvements” means, collectively, the Initial Public Improvements described on Exhibit B hereto and any Remaining Public Improvements that will be constructed pursuant to this Agreement. The Parties hereby agree to supplement this Agreement in the future, including Exhibit B hereto, in a mutually agreeable manner, as necessary in order to identify any Remaining Public Improvements that are necessary for the completion of the Project.

“Public Improvements Fund” means the fund or account into which proceeds of TIF Obligations will be deposited and held by the Trustee for disbursement at the direction of the Village for the payment of the Purchase Price for Costs of Work for the Public Improvements.

“Public Roadway Easements” means the easements granted by Developer which grant to the Village, among other things, a permanent easement over, under and through a portion of the Site for constructing, installing, equipping, improving, developing, maintaining, repairing and replacing roadway improvements, related landscaping and street lighting. The Public Roadway Easements for the Initial Public Improvements are described in Exhibit G hereto, which exhibit shall be supplemented to reflect mutually agreed upon modifications of such Public Roadway Easements as well as the Public Roadway Easements for any Remaining Public Improvements.

“Purchase Price” means the line item amount for any Public Improvements set forth in the Budget therefor, including the Conveyances, as adjusted pursuant to Section 5.1 hereof.

“Remaining Public Improvements” shall have the meaning set forth in Section 3.3 hereof.

“School Agreement” shall have the meaning set forth in Section 6.5(c) hereof.

“Service Payments” shall have the same meaning as set forth in the TIF Ordinance.

“Site” means the real estate described in Exhibit C of this Agreement.

“State” means the State of Ohio.

“Termination Date” means the date which is one (1) year after the latest Completion Date for the Public Improvements. In the event that Developer ceases construction of the second phase of the Project in accordance with Section 2.3 hereof, the Termination Date shall be one (1) year after the later of the Completion Date for the Initial Public Improvements or any other Public Improvements for which the Village and Developer have agreed upon a Budget.

“TIF Fund” means the Village of South Lebanon Municipal Public Improvement Tax Equivalent Fund created pursuant to the TIF Ordinance.

“TIF Obligations” means tax increment financing revenue bonds or bond anticipation notes issued by the Village to finance the Public Improvements.

“Trustee” means the trustee or agent under the Trust Indenture.

“Trust Indenture” means, in connection with the TIF Obligations, a trust indenture or other agreement (howsoever designated) between the Village and the Trustee under which the Public Improvements Fund will be held and administered.

“Utility Easements” means the easements granted by Developer which grant to the Village, among other things, a permanent easement over, under and through a portion of the Site for constructing, installing, equipping, improving, developing, maintaining, repairing and replacing water mains, sanitary sewers and related public utility improvements. The Utility Easements for the Initial Public Improvements are described in Exhibit G hereto, which exhibit shall be supplemented to reflect mutually agreed upon modifications of such Utility Easements as well as the Utility Easements for any Remaining Public Improvements.

“Village” means the Village of South Lebanon, Ohio.

“Village Documents” means this Agreement, the Service Payment Agreement and the TIF Ordinance.

“Work” means the construction of any of the Public Improvements in accordance with Articles III and IV of this Agreement, which are to be described in individual line items in the Budget for those Public Improvements.

SECTION 1.2. Certain Words Used Herein; References. Any reference herein to the Village, any members or officers thereof, or other public boards, commissions, departments, institutions, agencies, bodies or other entities, or members or officers thereof, includes without limitation, entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or performing their functions lawfully.

Any reference to a section or provision of the Constitution of the State, the Act, a section, provision or chapter of the Ohio Revised Code, federal or State laws includes without limitation, that section, provision or chapter, or those laws or regulations, as amended, modified, revised, supplemented or superseded from time to time.

Words of any gender include the correlative words of any other gender. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms “hereof,” “herein,” “hereby,” “hereto” and “hereunder”, and similar terms, refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Agreement.

ARTICLE II CONSTRUCTION OF THE PROJECT

SECTION 2.1. Construction of the First Phase of the Project. It is anticipated that Developer shall construct or cause to be constructed the Project in two phases. The first phase of the Project will consist of three subphases designated as “Phase 1a”, “Phase 1b” and “Phase 1c” in the Phasing Schedule attached hereto as Exhibit J, which together comprise a residential

development up to 125 single family homes to be known as "Riverside" (the "Subdivision"), as more completely described on Exhibit A. A Preliminary Plat for the Subdivision was approved by the Village on February 11, 2016. This Agreement constitutes the "Development Agreement" required by Section 15.20.7(2) of the Village's Subdivision Regulations to be entered into by the Village and Developer prior to the Final Plat taking effect and under which Developer agrees to construct the Public Improvements within the Subdivision in accordance with Article III hereof and the Village's Ordinance, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws. Developer anticipates that as pads upon which the homes are to be constructed are prepared, it will convey the such pads to a third party home builder, Ryan Homes, or such other home builder as the Village may subsequently approve (the "Home Builder"), which approval shall not be unreasonably withheld. The Village will approve any Home Builder that (i) is a member in good standing of the National Association of Home Builders at the time of pad transfer, and (ii) has not been found to be in violation of any applicable building or safety requirements of political subdivisions within the County of Warren, Ohio. Developer will convey the pads to the Home Builder subject to (i) a requirement that any home construction on such pad comply with the Village's Ordinance, Resolutions, Subdivision Regulations and the Approved Parameters, and (ii) a requirement that such pad be included in a homeowner's association or similar collective cost sharing structure approved by the Village to provide for the upkeep of the retention ponds as ultimately set forth in the Final Plat.

SECTION 2.2. Construction of the Second Phase of the Project. It is anticipated that the second phase of the Project will consist of the construction of a multi-family residential complex, as more completely described on Exhibit A hereto and designated "Phase 2" in the Phasing Schedule attached hereto as Exhibit J, in accordance with the Village's Ordinance, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws. Notwithstanding anything in this Agreement to the contrary, the Village will have no obligation to purchase any Remaining Public Improvements for the second phase of the Project, and no Work may commence thereon, unless and until it has approved a Preliminary Plat for the second phase of the Project and all other requirements for the construction and purchase of those Remaining Public Improvements have been satisfied.

SECTION 2.3. Project Contingency. The Parties agree that the construction of the second phase of the Project is subject to market conditions. If Developer, using commercially reasonable judgment, determines that development of the second phase of the Project is unfeasible, Developer shall not be obligated to continue construction of the second phase of the Project or any Remaining Public Improvements required in connection therewith except that Developer shall in all cases complete the Initial Public Improvements and those Remaining Public Improvements for which Developer and Village have approved a Budget.

ARTICLE III CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

SECTION 3.1. General Considerations. In consideration of Developer's promise to cause the Public Improvements to be constructed, the Village agrees to authorize disbursements from the Public Improvements Fund to pay to Developer the Purchase Price of the Public Improvements in accordance with this Agreement, but solely out of funds deposited from time to time in the Public Improvements Fund, as shall be provided for in the Trust Indenture.

SECTION 3.2. Construction of the Initial Public Improvements. Developer covenants and agrees that it will construct or cause to be constructed the Initial Public Improvements on or before September 15, 2017 (the "Initial Public Improvements Completion Date"). The Parties agree to cooperate hereunder in order that the Initial Public Improvements may be substantially complete by the Initial Public Improvements Completion Date, provided that the Village shall not be obligated to waive compliance by Developer with any of the terms or conditions of this Agreement. The Parties further agree that the Initial Public Improvements Completion Date may be extended by mutual written agreement of the Authorized Village Representative and the Authorized Developer Representative. It is acknowledged by the parties that the Initial Public Improvements will generally service "Phase 1a" of the Project as set forth in the Phasing Schedule attached hereto as Exhibit J. The Public Improvements servicing "Phase 1b", "Phase 1c", and "Phase 2" of the Project are anticipated to be part of the Remaining Public Improvements as provided in Section 3.3 hereof.

SECTION 3.3. Construction of the Remaining Public Improvements. Developer covenants and agrees that it will construct any Public Improvements other than the Initial Public Improvements (collectively, the "Remaining Public Improvements") no later than the date for the completion of those Remaining Public Improvements agreed to by the Parties at the time Developer and Village have approved a Budget for those Remaining Public Improvements (the "Remaining Public Improvements Completion Date"), which shall be no later than three (3) years from the date of issuance of any TIF Obligations for those Remaining Public Improvements. Notwithstanding the foregoing, unless otherwise agreed by the Village in writing, the Village shall not be obligated to acquire any portion of any Remaining Public Improvements not completed by the Remaining Public Improvements Completion Date agreed to by the Parties.

SECTION 3.4. General Provisions Applicable to the Construction of the Public Improvements. Developer warrants that it will construct or cause to be constructed the Public Improvements with the standard of care normally exercised by nationally recognized engineering and construction organizations engaged in performing comparable services. Developer further warrants that all Public Improvements shall be free from defects in materials and workmanship (normal wear and tear excepted and without regard to the standard of care exercised in its performance) for a period of two (2) years after those Public Improvements have been accepted for public dedication pursuant to Section 4.6 hereof (the "Warranty Period"). Developer shall at its own expense:

- (a) Correct or re-execute, or cause to be corrected or re-executed, any of the Public Improvements that fail to conform with Village-approved Plans and Specifications;

- (b) Correct, or cause to be corrected, any defects in materials and workmanship of the Public Improvements (normal wear and tear excepted and without regard to the standard of care exercised in its performance) that appear during the Warranty Period or within such longer period of time as may be agreed to by the Authorized Village Representative and the Authorized Developer Representative; and

(c) Replace, repair, or restore, or cause replacement, repair or restoration of, any parts of the Public Improvements or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto.

Should Developer fail to make, or cause to be made, corrections, re-executions, replacements, repairs or restorations required by this Section 3.4, then the Village may do so at the expense of, and for, Developer.

The Completion Date of any Work shall be specified to the Village in a certificate signed by the Authorized Developer Representative, which certificate (a) shall describe all property acquired or installed as part of such Work to be purchased from monies deposited in the Public Improvements Fund, (b) shall state the total Costs of Work for such Work (even if the Purchase Price therefor is less), and (c) shall state that:

(i) the construction, improvement and equipping of such Work have been completed substantially in accordance with the related Construction Documents, all costs then due and payable in connection therewith have been paid, and all obligations, costs and expenses in connection with such Work and payable out of the Public Improvements Fund or otherwise have been paid or discharged;

(ii) all other facilities necessary in connection with such Work have been constructed, improved and equipped; and

(iii) the construction, improvement and equipping of such Work have been accomplished in a manner which conforms to all then applicable governmental laws, rules and regulations.

The certificate also shall specify (d) the date by which the foregoing events shall have occurred, and (e) which costs and expenses, if any, are not yet due, or are being contested by Developer. Notwithstanding the foregoing, the certificate shall state that it is given without prejudice to any rights against third parties which then exist or which may come into being subsequently.

SECTION 3.5. Acceptance of Public Improvements. Acceptance by the Village of the Public Improvements shall not relieve Developer of its responsibility for defects in material or workmanship as set forth in this Agreement.

SECTION 3.6. Conveyance to Village of Interests in Portions of the Site. Subject to the terms of this Section 3.6, the Village shall acquire from Developer and Developer shall convey to the Village an estate or interest to the portions of the land constituting the Site sufficient to permit the construction and dedication for public use of the Public Improvements, which, with respect to the Initial Public Improvements shall be the Additional Easements, the Public Roadway Easements and the Utility Easements described in Exhibit G hereto. The Parties hereby agree to supplement this Agreement, including Exhibit G hereto, in the future, in a mutually agreeable manner, as necessary in order to provide for the Conveyance of interests in land within the Site sufficient to permit the construction and dedication for public use of the

Remaining Public Improvements. The Village shall direct to be paid out of monies deposited in the Public Improvements Fund, in accordance with the Budget therefor, upon completion of the Initial Public Improvements or any Remaining Public Improvements (in each case as completed as set forth in Section 3.4 above), a Purchase Price equal to the product of (i) the acreage being transferred, and (ii) Seventy-Five Thousand Dollars (\$75,000.00), provided that Developer provides confirmation from an independent source satisfactory to the Village and bond counsel for the TIF Obligations that such Purchase Price does not exceed the fair market value of the interests in land being Conveyed to the Village. In no event shall the total amount paid for the Additional Easements, the Public Roadway Easements and the Utility Easements exceed \$600,000 in the aggregate. Any Conveyance shall be by an instrument in form and substance mutually satisfactory to the Village and Developer and shall conform to Exhibit G, as in effect from time to time, for the applicable phase or subphase of the Project, but with such changes therein as shall be agreed upon by the parties thereto. The Utility Easements shall be permanent and any other estate or interest in any land within the Site conveyed to the Village by a subsequent Conveyance shall be perpetual.

ARTICLE IV
FURTHER PROVISIONS RELATING TO
THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

SECTION 4.1. Construction Documents. Developer covenants and agrees that the construction, improvement and equipping of the Public Improvements will be accomplished in accordance with the Construction Documents as approved by the Authorized Village Representative, as those Construction Documents may be revised or supplemented from time to time, provided such revisions or supplements are approved by the Authorized Village Representative.

SECTION 4.2. Prevailing Wage. The Parties acknowledge and agree that the Public Improvements are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed on the Public Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Parties shall comply, and Developer shall require compliance by all contractors and shall require all contractors to require compliance by all subcontractors working on the Public Improvements, with all applicable requirements of that Chapter 4115. Developer agrees that upon written request of the Village, Developer shall promptly provide to the Village written evidence that Developer and all subcontractors working on the Public Improvements have complied in all respects with this Section 4.2.

SECTION 4.3. Plans and Specifications and Budget. The Parties agree that the Plans and Specifications for the Initial Public Improvements have been or will be prepared by Developer, and that Work on the Initial Public Improvements will not commence until the Village has approved such Plans and Specifications. The Plans and Specifications for any Remaining Public Improvements will be prepared by Developer, provided that Work on those Remaining Public Improvements will not commence until the Village has approved the Plans and Specifications for those Remaining Public Improvements and the Parties have agreed upon a

Budget and Remaining Public Improvements Completion Date for those Remaining Public Improvements.

SECTION 4.4. Traffic Control Requirements. Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the "Ohio Manual of Traffic Control Devices for Construction and Maintenance Operation."

SECTION 4.5. Security for Performance. Developer shall require all contractors performing Work with respect to the Public Improvements to furnish to Developer (but not the Village), prior to commencement of construction of that Work, one of the following types of project guarantees:

(a) Contract Bonds. A surety bond which shall name Developer obligee. The performance and materialman's bond shall cover at least one hundred percent (100%) of all Costs of Work with respect to the Public Improvements, including costs incurred by Developer related to such Work.

(b) Irrevocable Letter of Credit. A letter of credit pursuant to Chapter 1305 of the Ohio Revised Code naming Developer as beneficiary. The letter of credit shall be subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500. The letter of credit shall cover at least one hundred percent (100%) of all Costs of Work with respect to the Public Improvements, including a guarantee period of two (2) years set forth in Section 3.4 hereof.

Any bond shall be executed by sureties that are licensed to conduct business in the State and are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Insurance Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department or as may be otherwise approved in writing by the Authorized Developer Representative. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in the State, Developer shall within five (5) days thereafter cause the contractor to substitute another bond and surety, both of which shall be acceptable to Developer.

SECTION 4.6. Public Use. Developer agrees that, upon satisfactory completion of each portion of the Public Improvements in accordance with this Agreement, including the delivery of a completion certificate in the form contemplated by Section 3.4 hereof, such Public Improvements shall be conveyed and dedicated to the Village for public use, and that the Village shall, to the extent all conditions to the purchase of such Public Improvements have been satisfied, accept such Public Improvements in accordance with Ohio law.

Notwithstanding the foregoing, with respect to the Subdivision, the Village shall not consider acceptance of public streets for maintenance until all Public Improvements for Subdivision are completed and certificates of occupancy have been issued for at least fifty

percent (50%) of the residences within the Subdivision unless Developer requests the dedication of those portions of the streets that have been completed as the various phases of the Subdivision and the homes within those phases have been completed and the certificates of occupancy have been issued. The Village will only consider this phased acceptance if this action would be, in the sole opinion of the Village Council, in the Village's best interest.

SECTION 4.7. Insurance Requirements. Developer shall require all contractors, and shall require all contractors to require all subcontractors, to take out or cause to be taken out and maintained until such time as that contractor or subcontractor has completed its portion of any Work, insurance for the types of liabilities, claims and damages customarily taken out and maintained by contractors and subcontractors in connection with work similar to such Work (which shall otherwise be satisfactory to the Village as to the types thereof and coverage limits), and shall set forth the requirement for such insurance in the Construction Documents, which insurance shall protect both the Village and Developer. Such insurance policy or policies shall include the Village and Developer as additional named insured. Such insurance policies shall further provide that any attorney fees accruing or payable with respect to a claim under such policy shall be paid by the insurer and shall not count against the coverage limits of such policy. Prior to commencement of any portion of any Work by any contractor or subcontractor, Developer shall obtain from such contractor or subcontractor, as the case may be, an original certificate of insurance as proof of such insurance coverage.

Such insurance shall remain in full force and effect during the Agreement Term. Insurance may not be changed or canceled unless all insureds, including Developer, are notified in writing not less than thirty days prior to such change or cancellation.

SECTION 4.8. Village Income Tax Withholdings. Developer shall withhold and pay, shall require all contractors to withhold and pay, and shall require all contractors to require all subcontractors to withhold and pay, all Village Income Taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the Village's municipal income tax code; provided, however, that such withholding tax payments shall be considered part of the Purchase Price for any Costs of Work, as described generally in Article V hereof.

SECTION 4.9. Compliance with Occupational Health and Safety Act of 1970. Developer and all contractors and subcontractors shall be solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

SECTION 4.10. Provision of Security for Mechanic's Liens. To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Public Improvements, Developer shall, or shall require the appropriate contractor to, provide any security required by Ohio Revised Code Section 1311.311 to cause that mechanic's lien to be released of record with respect to the Public Improvements.

SECTION 4.11. Maintenance Agreement. The Parties hereto acknowledge that it will be necessary to enter into a mutually acceptable written agreement relating to the maintenance, upkeep and management of certain of the Public Improvements (the "Maintenance Agreement"). The Parties hereby agree to work diligently to enter into a mutually acceptable Maintenance

Agreement as soon as reasonably practicable following the date of this Agreement, but prior to any payment of the Purchase Price for any Public Improvements pursuant to Article V hereof.

ARTICLE V PURCHASE OF PUBLIC IMPROVEMENTS

SECTION 5.1. Deposit of Monies in the Public Improvements Fund. Reference is hereby made to Section 5 of the Service Payment Agreement in regard to the issuance of TIF Obligations to finance the Public Improvements. Upon the execution of this Agreement and following, and subject to, the issuance of TIF Obligations by the Village, the Village covenants and agrees to cause the net proceeds of the TIF Obligations for the Initial Public Improvements or any Remaining Public Improvements to be deposited into Public Improvements Fund to be held by the Trustee and disbursed at the direction of the Village for the payment of the Purchase Price for Costs of Work for the Public Improvements. The total net proceeds of TIF Obligations to be issued by the Village (i.e., principal amount of TIF Obligations less costs of issuance of the TIF Obligations, interest on the TIF Obligations during the construction of the related Public Improvements and any reasonably required debt service reserve fund) shall not exceed the aggregate Purchase Price for all Costs of Work for the Public Improvements to be financed by such TIF Obligations as set forth in the Budget for those Public Improvements.

The Purchase Price for any Public Improvements shall be based upon the total Costs of Work therefor, subject to adjustment by mutual agreement of the Village and Developer based on the accounting of all costs of those Public Improvements provided pursuant to Section 5.2 of this Agreement, but shall not, except as set forth in Section 5.3(c) hereof, exceed the line item amount for those Public Improvements in the Budget therefor.

Notwithstanding any other provision of this Agreement, the Village's payment obligations hereunder are limited to the proceeds of the TIF Obligations and do not constitute an indebtedness of the Village within the provisions and limitations of the laws and the Constitution of the State of Ohio, and Developer does not have the right to have taxes or excises levied by the Village for the payment of the Costs and accrued interest. Nothing herein will be deemed to prohibit the Village from using, of its own volition, any other lawfully available resources for the fulfillment of any of the Village's obligations hereunder, provided that the Village shall have no obligation to do so.

SECTION 5.2. Conditions Precedent to Payment of Purchase Price to Developer. The Village is under no obligation to pay the Purchase Price for any Public Improvements under this Article V until the Village has received a properly completed Written Requisition therefor (including all required schedules thereto) as described in Section 5.3 hereof and the following conditions have been met with respect to such Public Improvements:

(a) Developer has completed all work associated with such Public Improvements in conformance with all Village-approved Plans and Specifications, as reasonably determined by the Village Engineer, and has delivered to the Village the invoices and other cost information required to be delivered to the Village pursuant to Section 5.3 hereof;

(b) Developer has provided to the Village an affidavit stating that Developer has fully complied with Ohio Revised Code Sections 4115.03 through 4115.16;

(c) All conditions to the proper dedication of such Public Improvements under applicable Village ordinances have been satisfied other than (i) the recording of the public dedication plat, (ii) the delivery of the maintenance bond, and (iii) the delivery of "as built" construction plans, provided that the Village Engineer and Village Administrator, in their sole discretion, have determined that such conditions will be satisfied as soon as reasonably possible following such determination, but in any event not later than 30 days after the payment of the Purchase Price for such Public Improvements.

SECTION 5.3. Disbursements from the Public Improvements Fund.

(a) General. Upon satisfaction of the conditions in Section 5.2 hereof, the Village agrees to direct or otherwise authorize disbursements from the Public Improvements Fund to pay the Purchase Price for any Public Improvements that have been completed in accordance with the Construction Documents, based on Written Requisitions executed by the Authorized Developer Representative substantially in the form attached hereto as Exhibit D. The Authorized Village Representative, with the concurrence of the Village Solicitor, may agree to vary the lien waiver requirements in paragraph (xi) of attached Exhibit D. All disbursements requested pursuant to this section shall be subject to the prior approval of the Village Engineer and the Authorized Village Representative. All disbursements pursuant to this Section shall be made solely from monies deposited in the Public Improvements Fund pursuant to the Trust Indenture. All disbursement requests shall specify the specific Public Improvement(s) being acquired by the Village in exchange for the Purchase Price, and shall be accompanied by invoices from contractors, evidence of debt service charges due to interim lender financing, and any other relevant supporting information describing the Purchase Price and/or the Public Improvement(s) and such other information with respect thereto as reasonably requested by the Village.

Pursuant to the Trust Indenture, the Village will establish the Public Improvements Fund with the Trustee for the payment of the Purchase Price for any Public Improvements. The Village shall direct or otherwise authorize the disbursement of monies on deposit in the Public Improvements Fund from time to time to make payments to persons designated by Developer (including Developer) in respect of portions of the Purchase Price, upon receipt by the Village of a Written Requisition executed by the Authorized Developer Representative substantially in the form attached hereto as Exhibit D. Monies on deposit in the Public Improvements Fund may also be used to pay debt service (including fees and charges relating to any letter of credit) on TIF Obligations, in accordance with the terms of the Trust Indenture.

Upon request of the Authorized Village Representative, Developer shall furnish invoices or other documentation in connection with each such Written Requisition. Any Written Requisition under this Section 5.3 may be in the form of a communication by electronic or facsimile transmission, but if in such form, it shall be promptly confirmed by a Written Requisition executed by an Authorized Developer Representative and approved by the Authorized Village Representative.

In paying any Written Requisition under this Section 5.3(a), the Village shall be entitled to rely as to the completeness and accuracy of all statements in such Written Requisition upon the approval of such Written Requisition by an Authorized Developer Representative, execution thereof, and communication thereof by electronic or facsimile transmission, to be conclusive evidence of such approval, and Developer shall indemnify and save harmless the Village from any liability incurred in connection with any Written Requisition so executed or communicated by an Authorized Developer Representative.

Developer shall not submit or cause to be submitted to the Village any Written Requisition pursuant to this Section 5.3(a) and shall have no claim upon any monies in the Public Improvements Fund, so long as there shall have occurred and be continuing any Event of Default.

The obligation of the Village to make payments to Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the Village. Except for the payments from the Public Improvements Fund, and in the aggregate amount described in this Agreement, Developer shall receive no other monies from the Village in connection with the construction of the Public Improvements.

Notwithstanding anything in the foregoing to the contrary, except as set forth in Section 5.3(c) hereof, the Village shall have no obligation to approve any Written Requisition for a disbursement from the Public Improvements Fund to pay the Purchase Price for any Public Improvements to the extent that the Cost of Work for such Public Improvements exceeds the line item amount for such Public Improvements in the Budget therefor.

(b) Public Improvements. In connection with the submittal of a Written Requisition for the Cost of Work related to the Public Improvements, the Village Engineer and the Authorized Village Representative shall approve or reject such Written Requisition within twenty-one (21) days following the Village's receipt of such Written Requisition. If the Village Engineer and the Authorized Village Representative fail to approve or reject such Written Requisition within such twenty-one (21) day period, they shall be deemed to have rejected such Written Requisition.

(c) Developer Required to Pay Costs of Public Improvements that Exceed the Purchase Price. In the event that the Cost of Work for any Public Improvements exceeds the Purchase Price payable by the Village therefor, Developer covenants and agrees, for the benefit of the Village, to pay that portion of such costs that exceeds the Purchase Price and indemnify the Village against such costs.

The Village does not make any representation or warranty, either express or implied, that the Cost of Work for any line item in the Budget therefor will not exceed the Purchase Price.

The Village covenants and agrees that, if Developer must pay any Cost of Work that exceeds the Purchase Price, Developer will be entitled to reimbursement for such costs from the Village from (i) net proceeds of TIF Obligations available in the Public Improvements Fund after completion of, and payment for, all of the Public Improvements, and (ii) excess Service

Payments, if any, available after the payment, in any year, of debt service on the TIF Obligations issued to finance the Public Improvements, to the extent permitted by the Trust Indenture, the Service Payment Agreement and the School Agreement.

(d) Village Costs. It is anticipated that the Village will incur, directly or indirectly, certain costs and expenses associated with its obligations under this Agreement and the Service Payment Agreement, including, but not necessarily limit to, costs associated with the construction, improvement, equipping and development of the Public Improvements, including inspections; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials, and recording of documents (collectively, the "Village Costs"). The Village may authorize the Trustee to disburse from the Public Improvements Fund (or such appropriate fund created pursuant to the Trust Indenture, funded solely by proceeds of the TIF Obligations) such amounts as are necessary to pay the Village Costs for up to One Hundred Thousand Dollars (\$100,000) ("TIF Reimbursement Cap").

At the closing of the issuance of the TIF Obligations with respect to the Public Improvements, the Village shall be reimbursed for whatever Village Costs have been incurred up to that time, payable from proceeds of the TIF Obligations for up to the TIF Reimbursement Cap. The Village Costs shall be reimbursed prior to the payment of any other costs, fees or expenses.

ARTICLE VI CERTAIN REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

SECTION 6.1. Certain Representations, Warranties, Covenants and Agreements of Village. The Village represents and warrants as of the date of delivery of this Agreement that:

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

(b) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of the Village Documents and to constitute such Village Documents as valid and binding instruments enforceable in accordance with their respective terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State which would impair its ability to observe and perform its covenants, agreements and obligations under the Village Documents.

(d) It has and will have full power and authority (i) to execute, deliver, observe and perform the Village Documents and all other instruments and documents executed and delivered by the Village in connection therewith and (ii) to enter into, observe and perform the transactions contemplated in the Village Documents and those other instruments and documents.

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

(f) The TIF Ordinance and the Service Payment Agreement are each valid and binding, have not been amended, modified or rescinded, except as set forth herein, and are in full force and effect.

SECTION 6.2. Certain Representations, Warranties, Covenants and Agreements of Developer. Developer represents and warrants as of the date of delivery of this Agreement that:

(a) Developer (i) is an Ohio limited liability company duly organized, validly existing and in good standing under the laws of the State and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(b) There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of Developer threatened, against or affecting Developer in any court or before any governmental authority or arbitration board or tribunal which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or the ability of Developer to perform its obligations under this Agreement.

(c) The execution and delivery by Developer of this Agreement and the compliance by Developer with all of the provisions hereof (i) are within the authority and powers of Developer, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, articles of organization, operating agreement or other instrument to which Developer 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 Developer or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of Developer.

(d) No event has occurred and no condition exists with respect to Developer that would constitute a default under this Agreement or which, with the lapse of time or with the giving of notice or both, would become an Event of Default under this Agreement.

SECTION 6.3. Developer to Maintain Legal Existence: Assignment. Developer covenants and agrees that, during the Agreement Term, (a) it will maintain its legal existence so long as Developer remains liable under this Agreement and will not merge or consolidate with or into another entity, (b) Industrial Realty Group, LLC, a Nevada limited liability company ("IRG"), or the principals thereof, will directly or indirectly, control or otherwise own a controlling membership interest in Developer, and (c) except as contemplated by Article II hereof, it will own a fee simple interest in the Project. Notwithstanding the foregoing, Developer may, with the written consent of the Village, which consent is not to be unreasonably withheld, delayed, conditioned or denied, assign all or a part of its rights and/or obligations hereunder to such person or persons as are designated by Developer.

The foregoing notwithstanding, (i) Developer may assign its rights and obligations under this Agreement to any entity which IRG, or the principals thereof, directly or indirectly controls or in which it owns a controlling membership interest, and (ii) Developer may collaterally assign its rights and obligations under this Agreement, and may grant a mortgage lien on the Project, to an institutional lender or lenders for the purpose of financing the Project; provided, that the Village shall retain the right to approve any replacement developer proposed by an institutional lender to which this Agreement has been collaterally assigned.

SECTION 6.4. Indemnification. Developer shall indemnify, defend, and hold the Village and its members, officers, directors, agents and employees (the "Village Indemnitees") harmless from and against any and all manner of losses, claims, demands, actions, suits, damages (including, without limitation, punitive damages), fines, penalties, administrative and judicial proceedings, judgments, settlements, expenses from and against any and all suits or claims for damages or losses arising or allegedly arising out of, or resulting from (a) the performance of any Work by Developer, its contractors, subcontractors, agents, employees or representatives, or (b) a default by Developer in its obligations under this Agreement or the Service Payment Agreement. Developer shall require that all contractor agreements, and shall require all contractors to require that all subcontractors agreements, include indemnification language as found in subsection (a) above. Developer further agrees to indemnify and hold the Village Indemnitees harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or mechanic's liens that may be filed against the Public Improvements, or the interests in land Conveyed to the Village, in each case for liens or claims relating to occurrences prior to the acceptance of the portion of the Public Improvements in question by the Village pursuant to Section 4.6 hereof, or the Conveyance of the land in question, respectively. In the event of the attachment of any mechanic's liens or other claims against the Public Improvements or the interests in land Conveyed to the Village, Developer agrees that it shall secure the removal of any such lien as provided in Section 4.10 hereof. Furthermore, Developer shall promptly reimburse the Village and its successors and assigns, for reasonable costs, expenses or attorney's fees incurred on account of any such suit or claim incurred in enforcing the terms of this Agreement, provided the Village is not in default of any provision of this Agreement.

Developer shall also indemnify, defend, and hold the Village Indemnitees harmless from and against any and all manner of losses, claims, demands, actions, suits, damages (including, without limitation, punitive damages), fines, penalties, administrative and judicial proceedings, judgments, settlements, expenses (including, without limitation, consultant fees, attorneys' fees, or expert fees, and further including costs related to the clean-up, removal, treatment, containment, Release, investigation, or monitoring of Hazardous Substances, including those recoverable under applicable Environmental Laws and those based on strict liability and negligence, that are brought or are recoverable against, or suffered or incurred by the Village Indemnitees as a result of a Release of any Hazardous Substance on or about the Site (including any land Conveyed to the Village hereunder) prior to the acceptance of the portion of the Public Improvements in question by the Village pursuant to Section 4.6 hereof, or the Conveyance of the land in question, respectively. As used herein, the following terms shall have the following meanings: (i) "Environmental Laws" means any federal, state or local law, statute, ordinance, rule, regulation or code, and any license, permit, authorization or court order, judgment, decree

or injunction to which Developer is subject to the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, Release or disposal of pollutants or toxic or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. Section 6901, et seq.; the Clean Air Act, as amended, 42 U.S.C. Section 7401, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq.; the Toxic Substances Control Act, as amended, 125 U.S.C. Section 1251, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001, et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq.; and the Occupational Safety and Health Act, 29 U.S.C. Section 651, et seq., all rules adopted thereunder and similar state laws and rules; (ii) "Hazardous Substances" means all material presently listed, defined, designated or classified as hazardous, toxic or radioactive, or as a pollutant or contaminant, or otherwise regulated, under any Environmental Laws, whether by type or by quantity, and petroleum or any derivative or by-product thereof, and (iii) "Release" shall mean the emission, spill, seepage, leak, escape, leaching, discharge, disposal or release of Hazardous Substances in, into or upon the environment.

Developer expressly waives Developer's immunity, if any, as a complying employer under Section 35, Article II of the Ohio Constitution and Worker's Compensation laws of the Ohio Revised Code from indemnifying and holding the Village Indemnitees harmless from claims by employees, agents or contractors of Developer. The indemnification and hold harmless obligations of Developer do not cover any injuries or damages arising solely out of the gross negligence or willful misconduct of the Village Indemnitee. The indemnification and hold harmless obligations of Developer shall survive any termination of this Agreement and any renewal, expansion or amendment of this Agreement. For the avoidance of doubt, it is understood that the Developer's obligation hereunder to indemnify the Village Indemnitees with respect to defaults by the Developer of its obligations under the Service Agreement shall be limited to defaults by the Developer thereunder and not defaults by subsequent Owners (as such term is defined in the Service Agreement).

SECTION 6.5. Developer Contributions, Assistance and Donations. Developer will provide the following in consideration of the participation by the Village in the financing and provision of the Public Improvements:

(a) Developer will, but not earlier than January 1, 2018, contribute the amount of \$250,000 to the Village to be used for off-site road improvements as set forth in Exhibit H hereto, which the Village agrees to substantially complete by no later than December 31, 2019 or such earlier date as the Village may otherwise agree to in its sole discretion;

(b) Developer will donate vacant commercial land comprising approximately 5 acres located on Turtle Creek Road as set forth in Exhibit I hereto which donation shall be made no later than six (6) months after the initial issuance of the TIF Obligations and which donation will, to the extent permitted by the Code, be structured so as to be tax-deductible to Developer for Federal income tax purposes;

(c) Developer will pay the 10% premium due to King's Local School District with respect to the issuance of TIF Obligations as required by the Amended and Restated Tax Incentive Agreement (the "School Agreement") by and between Village and King's Local School District; and

(d) Developer will assist the Village with respect to Village's OPWC loan for off-site improvements as follows: (i) \$15,000 per year payable by Developer for no more than five (5) years, to be paid by Developer on or before March 31 of each year, beginning March 31, 2018, provided that, to the extent permitted by the Trust Indenture, the Service Payment Agreement and the School Agreement, the Village will reimburse Developer for such payments from the Village's share of any excess Service Payments.

SECTION 6.6. Developer Representations as to Personal Property Taxes. Developer represents that at the time of the execution of this Agreement, Developer was not charged with any delinquent personal property taxes on the general tax list of personal property of Warren County, Ohio. Further, Developer shall require all contractors to execute an affidavit in the form attached as Exhibit E, a copy of which certificate shall be delivered to the Authorized Village Representative prior to the commencement of any work by that contractor or subcontractor.

SECTION 6.7. Modifications to Service Payment Agreement. Developer and Village agree that they will enter into a modification to the Service Payment Agreement that will establish Developer's obligations under Section 6.5(a) of this Agreement as a covenant running with the Site and to release the single-family residential parcels that will eventually comprise a portion of the Site from any mandatory or minimum service payment obligations.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1. Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, or any successor to such Party, such Party or successor shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the Party asserting default or breach may institute such proceedings at law or in equity, or in the case of a claim against the Village, an action in mandamus, as may be necessary or desirable in its opinion to remedy such default or breach.

(a) Notwithstanding the preceding paragraph, if by reason of Force Majeure any Party fails in the observance or performance of any of its agreements, duties or obligations to be observed or performed under this Agreement, the Party shall not be deemed to be in default under this agreement. The Party will give notice promptly to the other of any event of Force Majeure and will use its best efforts to remedy that event with all reasonable dispatch; provided that a Party will not be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of any opposing Person, when in that Party's judgment, that course would be unfavorable to it; and no suspension will constitute an Event of Default if that suspension is a result of the application of federal or State wage, price or economic stabilization controls, cost

containment requirements, restrictions on rates, charges or revenues of Developer, which prevents Developer from observing and performing the applicable covenant, agreement or obligation.

(b) The declaration of an Event of Default hereunder and the exercise of rights, remedies and powers upon the declaration are subject to any applicable limitations of federal bankruptcy law affecting or precluding the declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

SECTION 7.2. No Remedy Exclusive. Unless provided expressly otherwise herein, no right, remedy or power conferred upon or reserved to either Party under this Agreement is intended to be exclusive of any other available right, remedy or power, but each right, remedy and power shall be cumulative and concurrent and shall be in addition to every other right, remedy and power available under this Agreement or existing at law, in equity or by statute or otherwise now or hereafter.

No exercise, beginning of the exercise, or partial exercise by either Party of any one or more rights, remedies or powers shall preclude the simultaneous or later exercise by that Party of any or all other rights, remedies or powers. No delay or omission in the exercise of any right, remedy or power accruing upon any Event of Default hereunder shall impair that or any other right, remedy or power or shall be construed to constitute a waiver of any Event of Default hereunder, but any right, remedy or power may be exercised from time to time and as often as may be deemed to be expedient.

SECTION 7.3. No Additional Waiver Implied by One Waiver. In the event that any covenant, agreement or obligation under this Agreement shall be breached by either Developer or the Village and the breach shall have been waived thereafter by Developer or the Village, as the case may be, the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other or any subsequent breach thereunder.

No failure by either Party to insist upon the strict observance or performance by the other Party of any covenant, agreement or obligation under this Agreement and no failure to exercise any right, remedy or power consequent upon a breach thereof, shall constitute a waiver of any right to strict observance or performance or a waiver of any breach. No express waiver shall be deemed to apply to any other breach or to any existing or subsequent right to remedy the breach.

SECTION 7.4. Waiver of Appraisal, Valuation and Other Laws. In the event that there is an Event of Default under this Agreement and the defaulting Party does not contest the existence of the Event of Default, the defaulting Party covenants and agrees to waive, and waives hereby, the benefit of all appraisal, valuation, stay, extension or redemption laws in force from time to time, all right of appraisal and redemption to which it may be entitled, and all rights of marshaling, all to the extent that the defaulting Party may effect that waiver lawfully. Neither the defaulting Party, nor anyone claiming through it, shall set up, claim or seek to take advantage of any of those laws or rights.

SECTION 7.5. Right to Observe and Perform Covenants, Agreements and Obligations. If Developer shall fail to observe or perform any covenant, agreement or obligation, under this Agreement, without demand upon Developer and without waiving or releasing any covenant, agreement, obligation or Event of Default, upon thirty (30) days' written notice to Developer, the Village may observe or perform that covenant, agreement or obligation for the account of Developer, provided that the Village shall have no obligation to take any of those actions. Any expenses incurred by the Village under this Section 7.5 shall be payable first from the TIF Fund (or applicable trust fund created pursuant to the Trust Indenture) in accordance with this Agreement, and second shall be charged to and payable by Developer.

SECTION 7.6. Provisions Subject to Applicable Law. All rights, remedies and powers hereunder may be exercised only to the extent permitted by applicable law. Those rights, remedies and powers are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law.

ARTICLE VIII MISCELLANEOUS

SECTION 8.1. 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 shall be in writing and shall 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 shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. A duplicate copy of each notice, certificate, request or other communication given hereunder to the Village or Developer shall be given also to the others. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 8.2. Extent of Provisions Regarding Village. All representations, warranties, covenants, agreements and obligations of the Village under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the Village in other than his or her official capacity.

SECTION 8.3. Extent of Provisions Regarding the Village and Developer; No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the Village or Developer in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving the Village's or Developer's

participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 8.4. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns, subject, however, to the specific provisions hereof; provided that any covenant, agreement or obligation of the Village which requires the expenditure of funds shall not be a general debt of the Village.

The Parties will observe and perform faithfully at all times all covenants, agreements and obligations under this Agreement.

Each covenant, agreement and obligation of the Village under this Agreement is binding upon each officer of the Village who may have the authority or duty from time to time under law to take any action which may be necessary or advisable to observe or perform that covenant, agreement or obligation.

SECTION 8.5. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

SECTION 8.6. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

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

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

(c) each section, 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 8.7. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 8.8. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question between the Village, its agents and employees, and Developer, its 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 the County of Warren, Ohio.

SECTION 8.9. Survival of Representations and Warranties. All representations and warranties of Developer and the Village in this Agreement shall survive the execution and delivery of this Agreement.

SECTION 8.10. Concerning 2007 Infrastructure Agreement. This Agreement shall supersede and replace that certain Infrastructure Agreement between the Village and MMMilgrove Road, LLC dated as of June 1, 2007.

(Signature page to follow)

IN WITNESS WHEREOF, the Village and Developer have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

VILLAGE OF SOUTH LEBANON, OHIO

By: James D. Smith
Mayor
Printed: James D. Smith

By: Sharon Louallen
Fiscal Officer
Printed: Sharon Louallen

Approved as to Form:

By: [Signature]
Village Solicitor
Printed: Paul R. Herten


LEBANON MASON, LLC

By: [Signature]
Printed: Peter Goffstein
Title: Authorized Agent

FISCAL OFFICER'S CERTIFICATE

The undersigned, Clerk of the Village under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the Village during the year 2016 under the foregoing Agreement are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: September 23, 2016


Village Clerk

List of Exhibits

- Exhibit A – Description of the Project
- Exhibit B – Description of the Public Improvements
- Exhibit C – Site Description
- Exhibit D – Form of Requisition
- Exhibit E – Contractor's Affidavit
- Exhibit F – Budget for Initial Public Improvements
- Exhibit G – Preliminary Plat Showing Easements
- Exhibit H – Off-site Improvements
- Exhibit I – Vacant Commercial Land
- Exhibit J – Phasing Schedule

EXHIBIT A

THE PROJECT

The Project is anticipated to be performed in two phases. Phase 1 consists of three subphases (Phase 1a, Phase 1b, and Phase 1c) which together comprise approximately 125 single family homes.

Phase 2 is currently anticipated to consist of a multi-family residential complex.

EXHIBIT B

PUBLIC IMPROVEMENTS

Public improvements which benefit the Site, including, but not limited to, the following:

1. Site Work
2. Demolition
3. Water and Sewer
4. Electric
5. Roadway
6. Offsite Utility Improvements
7. ROW Improvements
8. ROW Acquisition

The Initial Public Improvements are more fully depicted within the boundaries of Phase 1a in Exhibit J attached hereto (with the exception of tapping into the main water/sewer line which falls further down Mason-Morrow-Milgrove Road, as depicted in such Exhibit J).

EXHIBIT C
SITE
SITE DESCRIPTION

South Lebanon Tax Incentive District No. 1 consists of the following property:

<u>Owner of Record</u>	<u>Parcel ID #</u>
Lebanon Mason, LLC	12-01-151-002
Lebanon Mason, LLC	12-01-151-004
Lebanon Mason, LLC	12-01-151-006

See Attached Legal Description

LEGAL DESCRIPTION

Tract 1. 42.789 Ac. Sidwell No. 12-01-151-002

Situated in Sections 1 & 7, Town 4, Range 3, Village of South Lebanon, County of Warren, State of Ohio, and being more particularly described as follows:

Beginning at the intersection of the centerline of Turtlecreek Road (T-72) and the centerline of Mason-Morrow-Millgrove Road (C-38); thence along said centerline of said Mason-Morrow-Millgrove Road, South 71 deg. 29' 20" West a distance of 63.54 feet to the real point of beginning for this description; thence continuing along said centerline of said Mason-Morrow-Millgrove Road, South 71 deg. 29' 20" West a distance of 133.46 feet to an iron pin found; thence continuing along said centerline of said M Mason-Morrow-Millgrove Road, North 84 deg. 37' 30" West a distance of 1609.48 feet to a point; thence leaving said centerline of said Mason-Morrow-Millgrove Road, South 06 deg. 18' 40" West a distance of 30.00 feet to an iron pin found; said point also being in the south line of said Mason-Morrow-Millgrove Road; thence along said south line of said Mason-Morrow-Millgrove Road, South 84 deg. 37' 30" East a distance of 81.57 feet to an iron pin set; thence along a new division line the following seven (7) courses: (1) leaving said south line of said Mason-Morrow-Millgrove Road, with a curve to the right an arc distance of 138.54 feet to an iron pin set; said curve having a radius of 116.14 feet, a chord bearing of South 10 deg. 49' 23" East and a chord distance of 130.47 feet; (2) with a curve to the left an arc distance of 1149.68 feet to an iron pin set, said curve having a radius of 593.23 feet, a chord bearing of South 32 deg. 57' 32" East, a chord distance of 978.02 feet; (3) with a curve to the left an arc distance of 991.55 feet to an iron pin set, said curve having a radius of 2470.18 feet, a chord bearing of North 82 deg. 20' 26" East, and a chord distance of 984.90 feet; (4) along a curve to the right an arc distance of 304.90 feet to an iron pin set, said curve having a radius of 391.50 feet, a chord bearing South 86 deg. 50' 53" East and a chord distance of 297.25 feet; (5) South 64 deg. 32' 14" East a distance of 176.15 feet to an iron pin set; (6) South 69 deg. 13' 17" East a distance of 300.16 feet to an iron pin set; (7) North 79 deg. 46' 15" East a distance of 249.36 feet to an iron pin set in the west line of State Route 48; thence along said west line of said State Route 48 along a curve to the right an arc distance of 652.11 feet to a point, said curve having a radius of 2183.48 feet, a chord bearing North 11 deg. 28' 40" West and a chord distance of 649.69 feet; thence leaving said west line of said State Route 48, South 67 deg. 02' 20" West a distance of 13.38 feet to a point; thence South 89 deg. 07' 20" West a distance of 542.52 feet to an iron pin set; thence North 32 deg. 52' 40" West a distance of 330.64 feet to the real point of beginning for this description, passing at 280.60 feet to an iron pin found.

Containing in all 42.789 acres (25.229 acres in Section 1 & 17 .560 acres in Section 7), more or less, subject to all legal highways and easements of record.

Prior Deed Reference: Official Record Volume 3231, page 779 of the Warren County Land Records.

This description is a result of a survey prepared by King Hasselbring & Associates, and written by J. Timothy King, PE-PS Registered Surveyor No. 6549, dated May 21, 2003 and revised June

27, 2005, the survey plat of which is filed in Volume 126, Plat No. 40 of the Warren County Engineer's Record of Land Division.

Tract 2. 22.971 Ac. 12-01-151-004

Situated in Section 1, Town 4, Range 3, Village of South Lebanon, County of Warren, State of Ohio and being more particularly described as follows:

Beginning at the intersection of the centerline of Turtlecreek Road (T-72) and the centerline of Mason-Morrow-Millgrove Road (C-38); thence along said centerline of said Mason-Morrow-Millgrove Road, South 71 deg. 29' 20" West a distance of 197.00 feet to an iron pin found; thence continuing along said centerline of said Mason-Morrow-Millgrove Road, North 84 deg. 37' 30" West a distance of 1609.48 feet to a point; thence leaving said centerline of said Mason-Morrow-Millgrove Road, South 06 deg. 18' 40" West a distance of 30.00 feet to an iron pin found; said point also being in the south line of said Mason-Morrow-Millgrove Road; thence along said south line of said Mason-Morrow-Millgrove Road, South 84 deg. 37' 30" East a distance of 81.57 feet to an iron pin set; thence leaving said south line of said Mason-Morrow-Millgrove Road along a new division line, with a curve to the right an arc distance of 138.54 feet to an iron pin set, said curve having a radius of 116.14 feet, a chord bearing of South 10 deg. 49' 23" East and a chord distance of 130.47 feet; thence continuing along a new division line, with a curve to the left an arc distance of 1149.68 feet to an iron pin set, said curve having a radius of 593.23 feet, a chord bearing of South 32 deg. 57' 32" East, a chord distance of 978.02 feet; thence continuing along a new division line, with a curve to the left an arc distance of 759.38 feet to an iron pin set at the real point of beginning for this description: said curve having a radius of 2470.18 feet, a chord bearing of North 85 deg. 01' 59" East, and a chord distance of 756.40 feet; thence continuing along a new division line the following five (5) courses: (1) continuing along said curve to the left an arc distance of 232.16 feet to an iron pin set, said curve having a radius of 2470.18 feet, a chord bearing North 73 deg. 32' 01" East and a chord distance of 232.08 feet; (2) along a curve to the right an arc distance of 304.90 feet to an iron pin set, said curve having a radius of 391.50 feet, a chord bearing South 86 deg. 50' 53" East and a chord distance of 297.25 feet; (3) South 64 deg. 32' 14" East a distance of 176.15 feet to an iron pin set; (4) South 69 deg. 13' 17" East a distance of 300.16 feet to an iron pin set; (5) North 79 deg. 46' 15" East a distance of 249.36 feet to an iron pin set in the west line of State Route 48; thence along said west line of said State Route 48, South 06 deg. 56' 31" West a distance of 168.22 feet to an iron pin found; thence continuing along said west line of said State Route 48, South 48 deg. 45' 05" East a distance of 92.00 feet to an iron pin found; thence leaving said west line of said State Route 48, South 06 deg. 13' 50" East a distance of 50.00 feet to an iron pin found; thence South 09 deg. 13' 10" West a distance of 50.00 feet to an iron pin found; thence South 18 deg. 15' 10" West a distance of 50.00 feet to an iron pin found; thence South 29 deg. 14' 30" West a distance of 65.00 feet to a point; thence South 48 deg. 28' 30" West a distance of 164.00 feet to a point; thence South 35 deg. 48' 30" West a distance of 78.00 feet to a point; thence South 51 deg. 29' 30" West a distance of 214.00 feet to a point; thence South 59 deg. 38' 30" West a distance of 399.08 feet to a point; thence South 64 deg. 31' 30" West a distance of 258.53 feet to an iron pin set; thence South 82 deg. 21' 50" West a distance of 24.09 feet to an iron pin set; thence along a new division line the following four (4) courses: (1) North 17 deg. 57' 19" West a distance of 445.19

feet to an iron pin set; (2) North 28 deg. 4' 06" East a distance of 97.00 feet to an iron pin set; (3) North 39 deg. 26' 09" West a distance of 252.71 feet to an iron pin set; (4) North 01 deg. 55' 24" West a distance of 437.24 feet to the real point of beginning for this description.

Containing in all 22.971 Acres, more or less, subject to all legal highways and easements of record.

Prior Deed Reference: Official Record Volume 3231, page 779 of the Warren County Land Records.

This description is a result of a survey prepared by King Hasselbring & Associates, and written by J. Timothy King, PE-PS Registered Surveyor No. 6549, dated May 21, 2003 and revised June 27, 2005, the survey plat of which is filed in Volume 126, Plat No. 40 of the Warren County Engineer's Record of Land Division.

Less and Except:

Situated in Section 1, Town 4, Range 3, Union Township, the Village of South Lebanon, Warren County, Ohio and being more particularly described as follows:

Commencing at an existing spike at the centerline intersection of Turtlecreek Road and Mason-Morrow-Millgrove Road; thence along the centerline of said Mason-Morrow-Millgrove Road South 71 deg. 28' 59" West, 63.54 feet to the northeast corner of Tract I as conveyed to MMMilgrove Road LLC, as recorded in O.R. 3897, Page 406 of the Warren County Recorder's Office; thence leaving the centerline of Mason-Morrow-Millgrove Road, along the east line of Tract I of said MMMilgrove Road LLC, Tract I, the following three (3) courses:

1. South 32 deg. 53' 01" East, 330.64 feet;
2. North 89 deg. 06' 59" East, 542.52 feet;
3. North 67 deg. 01' 59" East, 13.38 feet to a point in the west right of way of State Route 48;

Thence along the west right of way of said State Route 48, on a curve deflecting to the left having a radius of 2183.48 feet, an arc length of 652.11, having a central angle of 17 deg. 06' 42", chord of said arc bears. South 11 deg. 29' 01" East, 649.69 feet to the northeast corner of Tract 2 of said MMMilgrove Road LLC; thence along the east line of said MMMilgrove Road LLC, Tract 2, and the west right of way of said State Route 48, South 06 deg. 56' 10" West, 129.49 feet to a set iron pin and the point of beginning; thence continuing along said MMMilgrove Road LLC, Tract 2, and the west right of way of said State Route 48, South 6 deg. 56' 10" West, 38.73 feet to an existing concrete monument and South 48 deg. 45' 26" East, 92.00 feet to the northeast corner of a tract conveyed to the State of Ohio Department of Natural Resources as recorded in O.R. 52, Page 842 of the Warren County Recorder's Office referenced by an existing concrete monument at South 3.25 feet and East 3.85 feet; thence along said State of Ohio Department of Natural Resources, the following five (5) courses:

1. South 06 deg. 14' 11" East, 50.00 feet to a point being referenced by an existing concrete monument, South 3.20 feet and East 3.78 feet;

2. South 09 deg. 12' 49" west, 50.00 feet to point being referenced by an existing concrete monument at South 3.27 and East 3.82 feet;
3. South 18 deg. 14' 49" West, 50.00 feet to a point being referenced by an existing concrete monument at South 3.31 and East 3.64 feet;
4. South 29 deg. 14' 09" West, 65.00 feet to a point being referenced by an existing concrete monument at 3.94 feet and 3.14 feet;
5. South 48 deg. 28' 09" West 49.11 feet to a set iron pin;

Thence along new division lines through the lands of the grantor, the following four (4) courses:

1. South 86 deg. 38' 36" West, 199.69 feet to a set iron pin;
2. North 03 deg. 21' 24" West, 250.24 feet to a set MAG nail;
3. North 33 deg. 23' 23" East 103.35 feet to a set iron pin;
4. North 86 deg. 38' 36" East, 179.67 feet to the point of beginning.

Containing 2.0000 acres. Subject to legal highways and easements of record.

The above described parcel being part of those lands conveyed to MM Milgrove Road LLC, as recorded at the Warren County Recorder's Office and is further identified as Auditor's Parcel No. 12011510030.

Monuments referred to set iron pins are 5/8 inch diameter x 30-inch long iron bars with a cap marked "G.J. BERDING P.S. 6880".

The bearings are based on State Plane Coordinate Systems, Ohio South Zone, NAD 83.

Based on a plat of survey prepared by G.J. Berding Surveying, Inc., on October 29, 2009. This description was prepared and reviewed on October 29, 2009. Gerard J. Berding, Registered Surveyor Number 6880.

Leaving a remainder of 20.971 acres for Tract 2, more or less.

Tract 3. 47.972 Ac. 12-01-151-006

Situated in Sections 1 & 7, Town 4, Range 3, Village of South Lebanon, County of Warren, State of Ohio and being more particularly described as follows:

Beginning at the intersection of the centerline of Turtlecreek Road (T-72) and the centerline of Mason-Morrow-Millgrove Road (C-38); thence along said centerline of said Mason-Morrow-Millgrove Road; South 71 deg. 29' 20" West a distance of 197.00 feet to an iron pin found; thence continuing along said centerline of said Mason-Morrow-Millgrove Road, North 84 deg. 37' 30" West a distance of 1609.48 feet to a point; thence leaving said centerline of said Mason-Morrow-Millgrove Road, South 06 deg. 18' 40" West a distance of 30.00 feet to the real point of beginning for this description, said point also being in the south line of said Mason-Morrow-Millgrove Road; thence along said south line of said Mason-Morrow-Millgrove Road, South 84

deg. 37' 30" East a distance of 81.57 feet to an iron pin set; thence leaving said south line of said Mason-Morrow-Millgrove Road, with a curve to the right an arc distance of 138.54 feet to an iron pin set, said curve having a radius of 116.14 feet, a chord bearing of South 10 deg. 49' 23" East and a chord distance of 130.47 feet; thence with a curve to the left an arc distance of 1149.68 feet to an iron pin set, said curve having a radius of 593.23 feet, a chord bearing of South 32 deg. 57' 32" East, a chord distance of 978.02 feet; thence with a curve to the left an arc distance of 759.38 feet to an iron pin set, said curve having a radius of 2470.18 feet, a chord bearing of North 85 deg. 01' 59" East, and a chord distance of 756.40 feet; thence South 01 deg. 55' 24" East a distance of 437.24 feet to an iron pin set; thence South 39 deg. 26' 09" East a distance of 252.71 feet to an iron pin set; thence South 28 deg. 45' 06" West a distance of 97.00 feet to an iron pin set; thence South 17 deg. 57' 19" East a distance of 445.19 feet to an iron pin set; thence South 82 deg. 21' 50" West a distance of 140.76 feet to an iron pin set; thence North 89 deg. 02' 40" West a distance of 170.25 feet to an iron pin set; thence South 05 deg. 49' 00" West a distance of 87.60 feet to an iron pin set; thence North 84 deg. 51' 00" West a distance of 444.00 feet to an iron pin set; thence North 83 deg. 46' 00" West a distance of 534.12 feet to an iron pin set; thence South 79 deg. 45' 00" West a distance of 612.46 feet to an iron pin set; thence North 06 deg. 18' 40" East a distance of 2158.88 feet to the real point of beginning for this description.

Containing in all 47.972 Acres (17.315 acres in Section 1 & 30.657 Acres in Section 7), more or less, subject to all legal highways and easements of record.

Prior Deed Reference: Official Record Volume 3231, page 779 of the Warren County Land Records.

This description is a result of a survey prepared by King Hasselbring & Associates, and written by J. Timothy King, PE-PS Registered Surveyor No. 6649, dated May 21, 2003 and revised June 27, 2005, the survey plat of which is filed in Volume 126, Plat No. 40 of the Warren County Engineer's Record of Land Division.

EXHIBIT D

WRITTEN REQUISITION

Village of South Lebanon, Ohio
99 N. High Street
South Lebanon, Ohio 45065
Attention: Mayor and Authorized Village Representative

Re: Certificate and Request for Disbursement of Funds from the Public Improvements Fund

You (the "Village") are hereby requested to authorize and direct a disbursement from the Public Improvements Fund described above, which was created pursuant to the Trust Indenture between the Village and _____ (the "Trustee"), and in accordance with the provisions of Section 5.3 of the Amended and Restated Infrastructure Agreement dated as of October 1, 2016 (the "Agreement"), between the Village and Lebanon Mason, LLC ("Developer"), the amount of \$ _____ as more fully set forth on Schedule A attached hereto to be paid pursuant to this Written Requisition to Developer. Unless otherwise defined herein, all capitalized terms shall have the respective meanings ascribed to such terms by the Agreement.

The undersigned Authorized Developer Representative does hereby certify in compliance with Sections 5.2 and 5.3 of the Agreement that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of Developer relating to the matters covered by this Written Requisition.;

(ii) Developer is in material compliance with all provisions and requirements of the Agreement;

(iii) No Event of Default set forth in Article VII of the Agreement, and no event which but for the lapse of time or the giving of notice or both would be such an Event of Default, has occurred and is continuing;

(iv) This Written Requisition relates to the Public Improvements identified on Schedule A attached hereto which have been completed in accordance with the Agreement and the amount and nature of each item of the Cost of Work included in the Purchase Price for such Public Improvements and hereby requested to be paid is shown on Schedule A attached hereto;

(v) The disbursement herein requested is a proper charge against the Public Improvements Fund for the payment of the Purchase Price of the Public Improvements on Schedule A attached hereto, has not been the basis of any previous disbursement from the Public Improvements Fund, will be used to pay the Purchase Price for such Public Improvements corresponding to one or more line items in the Budget as specified on Schedule A attached hereto, and, with respect to the Purchase Price to be paid from such disbursement, will not, together

with any other disbursements previously charged against the Public Improvements Fund, exceed the Purchase Price for such Public Improvements;

(vi) Such Public Improvements have not been materially injured or damaged by fire or other casualty;

(vii) Developer is in material compliance with all provisions and requirements of the Agreement;

(viii) No Event of Default set forth in Article VII of the Agreement, and no event which but for the lapse of time or the giving of notice or both would be such an Event of Default, has occurred and is continuing;

(ix) Attached hereto as Schedule B are the invoices and other cost information required to be delivered to the Village pursuant to Section 5.3 of the Agreement in connection with this Written Requisition;

(x) Attached hereto as Schedule C is the affidavit of Developer stating that Developer has fully complied with Ohio Revised Code Sections 4115.03 through 4115.16 as required by Section 4.2 of the Agreement in connection with this Written Requisition;

(xi) Attached hereto as Schedule D are lien waivers from any materialmen, contractors and subcontractors who have provided services or materials to such Public Improvements in excess of Five Hundred Dollars (\$500) and who were paid from the Purchase Price disbursed pursuant to the previous Written Requisition and Developer acknowledges its obligation to require, or require provision of, certain security pursuant to Section 4.5 of the Infrastructure Agreement in the event any mechanic's liens are filed in connection with such Public Improvements;

(xii) Developer has asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to such Public Improvements or any part thereof which warranties have vested in Developer and shall be wholly transferable to the Village; and

(xiii) All proceeds of the Public Improvements Fund heretofore disbursed have been spent in accordance with the Written Requisition applicable thereto.

EXECUTED this ____ day of _____, 2016.

By: _____
Authorized Developer Representative

Schedule A

Requisition No. _____ for the Village of South Lebanon, Ohio

For the purpose of making the following payments in respect of work performed by the following Payee(s):

Public Improvements to be Acquired by Village :

Description : _____

Amount of Construction Invoices : \$

Amount of Developer Costs Incurred: \$

Budget Line Item Amount(s): \$

Purchase Price Requested by this Requisition: \$

(Not to exceed Line Item Amount(s) except as permitted by Section 5.3(c) of the Agreement)

EXHIBIT E

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO)
COUNTY OF WARREN) ss

The affiant being first duly sworn states that he or she is the _____
(Title)

of _____, and that he or she or _____ (check one):
(Developer Name) (Developer Name)

1. Was not charged, at the time the bid for _____
(Public Improvements)

was submitted, with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory; or

2. Was charged at the time the bid for _____
(Public Improvements)

was submitted, with delinquent personal property taxes on the general tax list of personal property of any county, in which the taxing district has territory, and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

Further Affiant sayeth not.

Developer

By: _____
Affiant and Title

Sworn to before me, a Notary Public, this the _____ day of _____, 2016.

Notary Public

EXHIBIT F

BUDGET FOR INITIAL PUBLIC IMPROVEMENTS

(estimated amounts maximum line item purchase price except where indicated)

A.	1.	Site Work	\$ 1,158,437
	2.	Water & Sewer	\$ 712,207
	3.	Roadway	\$ 515,256
	4.	3 rd Party Professional, Review Fees	\$ 305,862
	5.	Project Management	\$ 338,527
	6.	ROW Acquisition	\$ 300,000
	7.	Contingency	\$ 323,0290
	8.	Capitalized Interest	\$ 170,000
	9.	Costs of Issuance	\$ 120,000

Total budget: \$ 4,143,318

* This budget is for the Initial Public Improvements only.

EXHIBIT G

SUBDIVISION PLAT SHOWING PUBLIC EASEMENTS*

See Attached Exhibit G

* For the Initial Public Improvements only.

RIVERS CROSSING SOUTH

PRELIMINARY PLAT

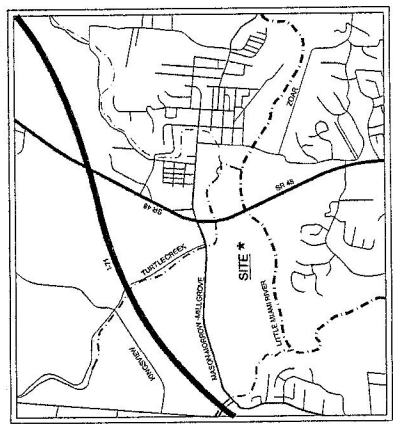
SECTIONS 1 & 7, TOWN 4, RANGE 3

UNION TOWNSHIP

VILLAGE OF SOUTH LEBANON

WARREN COUNTY, OHIO

JANUARY, 2016



INDEX OF SHEETS

OWNER/DEVELOPER	DATE	REVISION	DATE
REBORN AMERICA LLC	01/14/2016		
6000 TURTLE CREEK ROAD, SUITE 200			
LEBANON, OH 45032			
PH (513) 464-6481			

LAND PLANNER/ENGINEER/ SURVEYOR

DAVID BECKER
6000 TURTLE CREEK ROAD, SUITE 200
LEBANON, OH 45032
PH (513) 336-5000

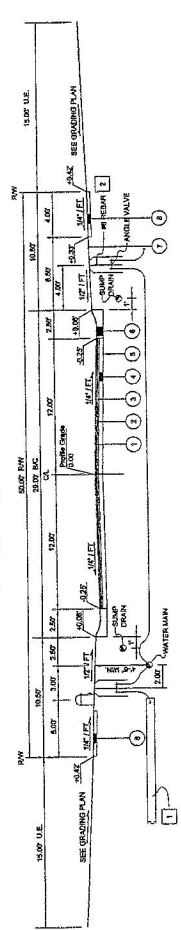
GENERAL NOTES

1. THE DEVELOPMENT OF THE LOT IS SUBJECT TO ANY AND ALL EASEMENTS, ENCUMBRANCES, AND RESTRICTIONS THAT MAY BE APPLICABLE TO THE LOT.
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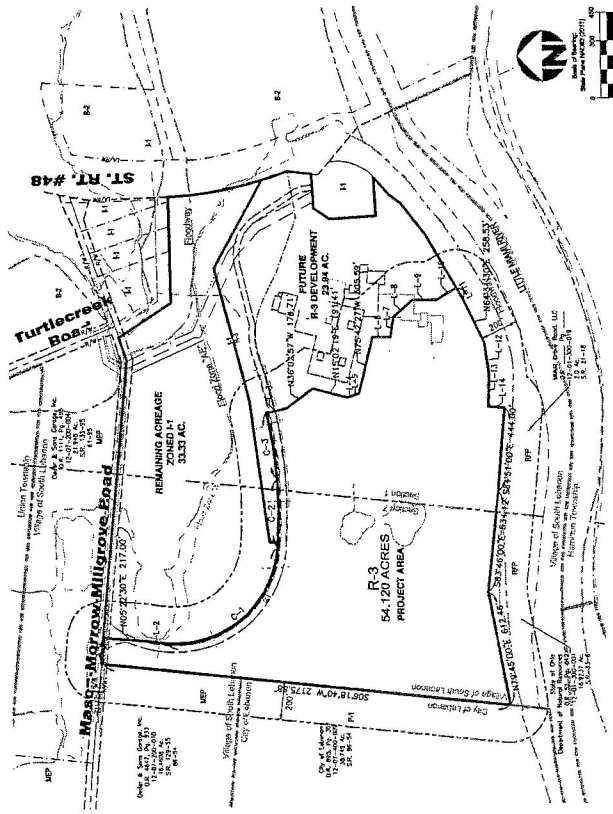
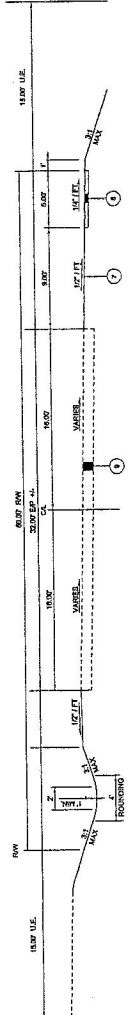
TYPICAL LOT - AS PER R-3 ZONING

FROM STREET: 20'
SIDE YARD SETBACK: 5 FEET
REAR YARD SETBACK: 10 FEET
MAXIMUM LOT COVERAGE: 40%

TYPICAL STREET SECTION



STREET A' TYPICAL SECTION



LINE TABLE

Line	Direction	Distance
L-1	N84°37'50"W	179.34'
L-2	N00°04'31"E	102.99'
L-3	N12°20'53"W	109.31'
L-4	N18°12'15"W	52.89'
L-5	N82°34'45"W	15.75'
L-6	N01°56'58"E	89.89'
L-7	N69°32'37"W	109.89'
L-8	N41°09'02"W	131.25'
L-9	N00°02'19"W	131.25'
L-10	N45°21'30"W	123.67'
L-11	N65°35'05"E	70.37'
L-12	N87°31'00"E	184.85'
L-13	S89°02'40"E	170.28'
L-14	N05°49'00"E	87.60'

PROJECT SUMMARY

EXISTING CORNERS: 0.3 ACRES
SUBJECT PROPERTY: 54.120 ACRES
TOTAL: 54.420 ACRES

CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-1	90°28'04"	547.87'	864.99'	1467.18' ± 777.89'
C-2	87°37'35"	2424.15'	366.98'	1857.49' ± 364.64'
C-3	87°24'23"	2422.71'	305.45'	581.45' ± 351.14'

- #### LEGEND
- 1. 1" = 10' HORIZONTAL SCALE
 - 2. 1" = 10' VERTICAL SCALE
 - 3. 1" = 10' CURVE SCALE
 - 4. 1" = 10' CONCRETE SCALE
 - 5. 1" = 10' ASPHALT SCALE
 - 6. 1" = 10' GRAVEL SCALE
 - 7. 1" = 10' SAND SCALE
 - 8. 1" = 10' DIRT SCALE
 - 9. 1" = 10' WATER SCALE
 - 10. 1" = 10' FENCE SCALE
 - 11. 1" = 10' UTILITY SCALE
 - 12. 1" = 10' EASEMENT SCALE
 - 13. 1" = 10' EASEMENT SCALE
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 - 18. 1" = 10' EASEMENT SCALE
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 - 20. 1" = 10' EASEMENT SCALE

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Warren County, Ohio
Union Township
Sections 1 & 7, Range 3
Town 4
Millgrove Road
Turlecreek Road
Project Area
54.120 Acres
R-3 Zoning
January 2016

P1.0

Quantity	11500-000 PP
Drawn by	LAD
Checked by:	REL
Issue Date:	01-13-2018

bayer
www.bayerbeckert.com
6900 Tylersville Road, Suite A
Mason, OH 45040 • 513.338.6600

RIVERS CROSSING SOUTH
SECTIONS 1 & 2, TOWN 4, RANGE 3
UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO
PRELIMINARY PLAT

[illegible]

Seal of the State of Ohio: A circular seal with "STATE OF OHIO" around the top and "REGISTERED PROFESSIONAL ENGINEER" around the bottom. In the center, it says "ANDREW W. STORLEN" and "E-77398".

Scale bar: A horizontal bar with a checkered pattern, labeled "Scale of Drawing: State Plane NAD83 (2011)" and "SCALE: 1" = 100'".

LEGEND

PROPOSED LOT'S	PROPOSED RETRACTIONS
PROPOSED RIGHT-OF-WAY	PROPOSED UTILITY EASEMENT
PROPOSED SIDEWALK	PROPOSED WATERLINE
PROPOSED STORM SEWER	PROPOSED SANITARY SEWER

NOTES

1. STREET 'A' WILL UTILIZE THE EXISTING DRIVE. THIS DRIVE WILL BE DEDICATED AS A PUBLIC ROAD WITH A MODIFIED SECTION PER THE TYPICAL SECTION ON SHEET P1.6.
2. SEE THE TRAFFIC IMPACT STUDY FOR LANE CONFIGURATION AND ROADWAY IMPROVEMENT AT THE INTERSECTION OF MASON-HADRON/ROVALL GROVE ROAD AND STREET 'A'.
3. OPEN SPACE TO BE OWNED AND MAINTAINED

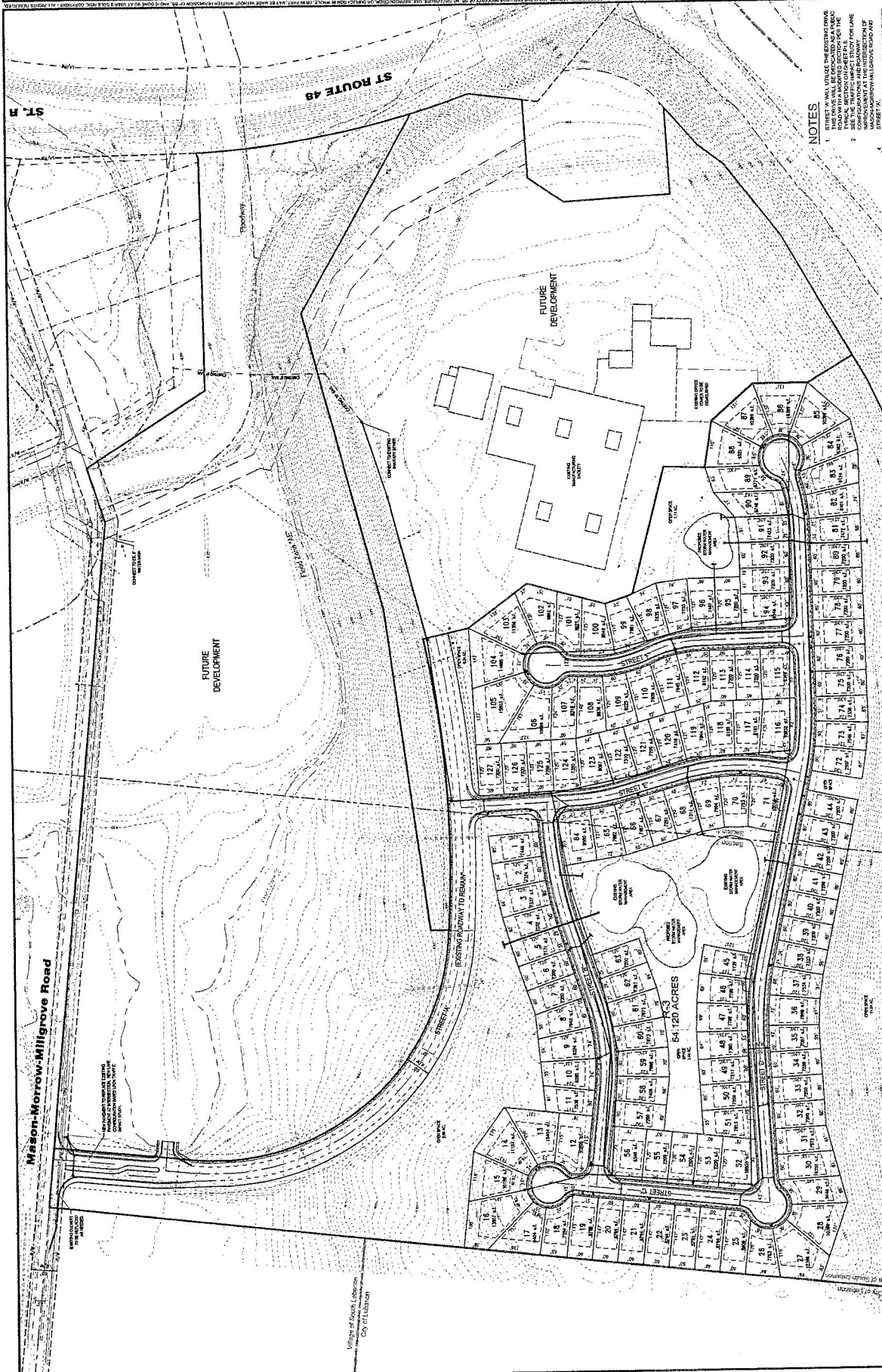


EXHIBIT H

OFF-SITE IMPROVEMENTS

See Attached Exhibit H

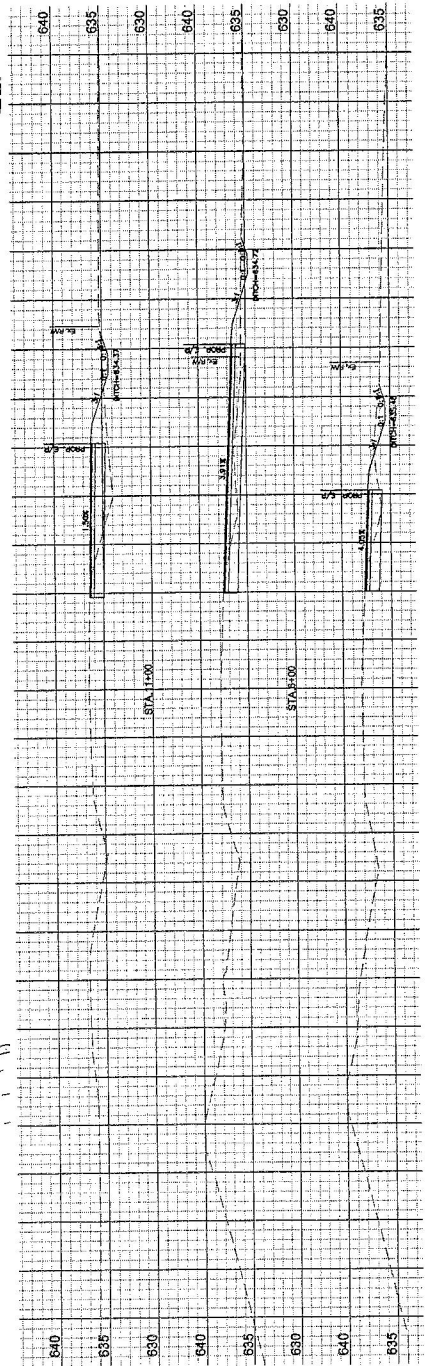
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EXHIBIT I

VACANT COMMERCIAL LAND

Means that certain real property located in the Village of South Lebanon, Warren County, Ohio with Warren County Auditor Parcel ID Number 1201102001 consisting of approximately 5 acres of land.

EXHIBIT J
PHASING SCHEDULE
See Attached Exhibit J

6815212.9

Exhibit J

P2.0

© 1994 by J. B. Metzger & Co.

RIVERS CROSSING SOUTH
SECTION 1 & 2, TOWN 4, RANGE 3
VILLAGE OF SOUTH LEANON
WARREN COUNTY, OHIO
PRELIMINARY PLAT



State of South Carolina
Hans Christian Andersen Library

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Phasing Plan

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Mason-Morrow-Millgrove Road

ST ROUTE 48

LITTLE MIAMI RIVER

FUTURE DEVELOPMENT

1900

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