

RESOLUTION NO. 2018-12

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY OF LEASE REVENUE BONDS, IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$93,000,000, FOR THE PURPOSES OF FINANCING COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND OTHERWISE DEVELOPING "PORT AUTHORITY FACILITIES" WITHIN THE MEANING OF SECTION 4582.21, OHIO REVISED CODE; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE OF THOSE PORT AUTHORITY FACILITIES AND THE SITE THEREOF TO PROVIDE PLEDGED REVENUES TO PAY BOND SERVICE CHARGES ON THOSE LEASE REVENUE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT TO PROVIDE FOR THE DELIVERY AND SALE OF THOSE LEASE REVENUE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT OF RENTS AGREEMENT; AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, the Port of Greater Cincinnati Development Authority d/b/a Greater Cincinnati Redevelopment Authority ("Authority"), a port authority and a body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("State"), is authorized and empowered by virtue of the laws of the State including, without limitation, Article VIII, Section 13 of the Ohio Constitution and Revised Code Sections 4582.21 to 4582.59 (collectively, with the authorities therein mentioned, the "Act"), among other things: (a) to issue its revenue bonds for the purpose of financing costs of acquiring, constructing, improving and otherwise developing "port authority facilities", as defined in the Act (as used herein, the terms "constructing" and "developing", alone or together and in any form derived from the root words "construct" and "develop", shall include acquisition, construction (including related demolition and excavation), improvement, furnishing, equipping, installation and development and activities related thereto); (b) to acquire interests in real or personal property, or any combination thereof, and to construct and develop port authority facilities and enter into agreements with respect to the acquisition, construction, development, leasing, operation, use or management of such port authority facilities for "authorized purposes" as defined in the Act, including to aid, enhance, provide or promote transportation and economic development within the City of Cincinnati, Ohio ("City") and the County of Hamilton, Ohio ("County"); (c) to provide for the construction, development, financing and use of port authority facilities to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the City, County and State; (d) to lease such port authority facilities to provide rental payments and other revenues, and to provide for the pledge or assignment of those revenues, together with other amounts available therefor, sufficient to pay the principal of and interest and any premium on those revenue bonds; (e) to execute and deliver other instruments and agreements, including mortgages, to secure revenue bonds issued for such purposes and to provide for the pledge or assignment of revenues; (f) to make and enter into such contracts and agreements, and to

execute and deliver all such instruments, as may be necessary, proper, appropriate or otherwise included in or for the exercise of powers otherwise granted to the Authority under or pursuant to the Act; and (g) to adopt this resolution, to issue, sell and deliver the Lease Bonds (defined in Section 1 herein) in the manner and for the purposes contemplated hereby, and to execute and deliver the Lease, the Assignment of Rents Agreement, the Bond Purchase Agreement, (each as defined in Section 1 herein) and such other instruments and agreements as are provided for herein, all upon the terms and conditions provided herein and therein; and

WHEREAS, by resolution previously adopted by this Board on June 20, 2018, this Board has:

(i) authorized the execution and delivery of a Cooperative Tax Increment Financing and Development Agreement – Phase 2B (“Cooperative Agreement”) with the City, 400 Medpace Way, LLC (“400 Medpace Way”), 600 Medpace Way, LLC (“600 Medpace Way”) and RBM Development Company, LLC (“Developer”) pertaining to the development of the Phase 2B Site (as defined in the Cooperative Agreement);

(ii) authorized the acceptance of title to the Phase 2B Site from 400 Medpace Way, or an affiliate thereof, (the “Previous Owner”), or from an entity to which the Previous Owner has transferred the Phase 2B Site after the date of this Resolution, to the Phase 2B Site pursuant to General Warranty Deed (the “Deed”);

(iii) authorized the execution and delivery of a Service Agreement and Agreement as to Imposition of Continuing Priority Lien with the City and 400 Medpace Way, as lessee (the “Lessee”), pertaining to the Phase 2B Site and improvements thereon (the “Service Agreement” and together with the Cooperative Agreement and the Deed, referred to herein as the “Development Agreements”) and requiring that service payments be paid to the City and assigned to the Authority under the Cooperative Agreement, or paid directly to the Authority or its agent, as applicable (“Service Payments”);

(iv) authorized the execution and delivery of a Construction Manager-At-Risk Agreement (“CMAR Agreement”) with the Developer, or an affiliate of the Developer approved by the Authority, as Construction Manager of the Authority (“Construction Manager”), pursuant to which the Construction Manager is authorized to undertake the construction, improvement, equipping, furnishing, installation and other development of the Phase 2B Project Facilities which constitute “port authority facilities”, as defined in the Act, but subject to the conditions set forth in the Cooperative Agreement and the CMAR Agreement, which conditions have been or are now expected to be, at the time of issuance and delivery of the Lease Bonds, satisfied; and

WHEREAS, the Lessee and Developer have requested that the Authority (i) enter into the Lease in order to, among other things, lease the entire Project to the Lessee and (ii) issue the Lease Bonds, pursuant to this Resolution and the Cooperative Agreement, for the purposes described herein and therein, as secured by the rental payments payable under the

Lease from and after the effective date thereof (“Rental Payments”); and the Lessee has agreed to (i) enter into the Lease, (ii) pay the Rental Payments as set forth therein and (iii) assume the obligation to pay all Service Payments as if it were the owner of the Project under the Service Agreement; and

WHEREAS, this Board has now determined that it is necessary and proper and in the best interest of the Authority (i) to issue the Lease Bonds at this time, as described herein and in the maximum aggregate principal amount of \$93,000,000, for the purposes of financing a portion of the costs of the acquisition, construction, improvement and development of the Phase 2B Project Facilities, (ii) to enter into the Bond Purchase Agreement with the Lessee and 600 Medpace Way, or an affiliate or affiliates thereof, to provide for the sale, issuance, delivery and terms of, and to secure the payment of the principal of and interest and any premium on, the Lease Bonds (“Bond Service Charges”), (iii) to enter into the Lease and thereby provide for the development of the Project and to provide for Rental Payments sufficient to provide for Bond Service Charges and any administrative expenses or fees, (iv) enter into the Assignment of Rents Agreement, assigning such Rental Payments to the Original Purchaser for the payment of Bond Service Charges, and (v) to execute and deliver such other agreements, instruments and documents, including a mortgage or similar security instrument, as are necessary or desirable to provide for the financing of costs of the Phase 2B Project Facilities, and for the security of the Lease Bonds, all so as to promote the Project Purposes (defined in Section 1 herein), consistent with and pursuant to Section 13 of Article VIII, Ohio Constitution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Port of Greater Cincinnati Development Authority:

Section 1. Captions; Definitions. The captions and headings in this resolution are solely for convenience of reference and do not define, limit or describe the scope or intent of any provisions or Sections of this resolution. In addition to terms defined in the Recitals to this resolution, which are incorporated herein by reference, and terms defined by reference to the Development Agreements or the Lease, which definitions are incorporated herein by reference, the following capitalized terms shall, except as the context may otherwise require, mean:

“Advance” shall have the meaning given in the Bond Purchase Agreement.

“Assignment of Rents Agreement” means the agreement assigning Rental Payments under the Lease to the Original Purchaser, dated as of the date of the Lease, between the Authority and the Original Purchaser, authorized by Section 7 hereof.

“Authorized Officer” means the Chair, Vice Chair, Secretary, President/CEO and any Assistant Secretary of this Board or of the Port Authority.

“Bond Purchase Agreement” means the Bond Purchase Agreement to be entered into between the Authority, the Lessee and the Original Purchaser, authorized by Section 7 hereof.

“Fiscal Officer” means the Secretary or any Assistant Secretary of this Board.

“Holder” or “holder of a Lease Bond” means the person in whose name a Lease Bond is registered on the register maintained initially by the registrar.

“Lease” means the Lease Agreement between the Authority, as lessor, and the Lessee, effective on the date of issuance of the Lease Bonds, authorized by Section 7 hereof, as the same may be amended or supplemented with the approval of this Board (unless such approval is not needed pursuant to the express terms thereof) and in accordance with the terms thereof.

“Lease Bond Legislation” means this resolution and the Certificate of Award, as any or all may be amended or supplemented from time to time.

“Lease Bonds” means the Taxable Special Obligation Lease Revenue Bonds, Series 2018 (RBM Development - Phase 2B Project) to be issued by the Authority pursuant to the Lease Bond Legislation, in a maximum aggregate principal amount of \$93,000,000, to pay a portion of the costs of financing the Phase 2A Project Facilities as contemplated hereby.

“Lessee” means 400 Medpace Way, LLC, an Ohio limited liability company, and its successor and assigns.

“Office Parcel” is defined as such term is defined in the Cooperative Agreement.

“Original Purchaser” means 600 Medpace Way, or an affiliate thereof, any successors or assigns, or such other entity designated in the Certificate of Award.

“Person” or words importing persons mean firms, associations, partnerships (including without limitation, general and nonprofit corporation), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Phase 2B Project Facilities” means generally the construction, equipping, furnishing, and development the construction, equipping, furnishing, and development of an approximately 249,000 square foot, seven story office building within the Office Parcel and as further defined and described in the Cooperative Agreement.

“Pledged Revenues” shall mean the Rental Payments paid by the Lessee under the Project Lease, which shall be equal to the principal of and interest due on the Bonds.

“Project” means collectively the Office Parcel, the Remainder Parcel and the Phase 2B Project Facilities.

“Project Purposes” means acquiring, constructing, furnishing, equipping, installing, improving and otherwise developing, and financing costs of, real and personal property, or any combination thereof, comprising “port authority facilities” for transportation, economic development and other authorized purposes of the Authority, including purposes authorized by Section 13 of Article VIII of the Ohio Constitution, in cooperation with the City pursuant to and as described in the Cooperative Agreement, or as may otherwise be permitted by the Lease Bond Legislation or the CMAR Agreement.

“Remainder Parcel” is defined as such term is defined in the Cooperative Agreement.

“Transaction Documents” means each of the following documents if and to the extent entered into by the Authority in connection with the issuance of the Lease Bonds: the Bond Purchase Agreement, the Lease, the CMAR Agreement, a mortgage (if necessary), and the Assignment of Rents Agreement.

Section 2. Determinations by Board. This Board of Directors hereby finds and determines, or confirms its prior determinations, that: (i) the Phase 2B Project Facilities constitute “port authority facilities” within the meaning of the Act, and it is necessary and proper and in the best interest of the Authority to construct and develop the Phase 2B Project Facilities on the Phase 2B Site in the manner determined in the CMAR Agreement and the Lease, and to finance a portion of the costs of the Phase 2B Project Facilities in accordance herewith, (ii) the Phase 2B Site is within the geographic jurisdiction of the Authority and the implementation and financing of the Project by the Authority is consistent with the purposes of the Act, will further the Project Purposes and will benefit the people of the State, including those within the jurisdiction of the Authority, by, among other benefits, preserving jobs and employment opportunities and improving the economic welfare of the people of the State, the County and the City; (iii) the financing of costs of the Phase 2B Project Facilities, as contemplated hereby, will require the issuance of the Lease Bonds, and it is necessary and proper and in the best interest of the Authority to, and the Authority shall, issue, sell and deliver the Lease Bonds, in the maximum aggregate principal amount of \$93,000,000 for the purposes of financing a portion of the costs of the acquisition, construction, improvement and development of the Phase 2B Project Facilities, consistent with and to further the Project Purposes and the purposes for which the City and the Authority have authorized the execution and delivery of the Development Agreements and the CMAR Agreement; (iv) the execution and delivery of the Bond Purchase Agreement is necessary and appropriate and in the best interest of the Authority to provide for the terms of the sale of and payment for the Lease Bonds; (v) the terms of execution and delivery of the Lease Bonds, and the provisions for payment of Bond Service Charges thereon and the security therefor, as contained in or authorized by the Lease Bond Legislation, are satisfactory and are hereby approved, and the Lease Bonds shall be secured by the Assignment of Rents Agreement and a mortgage, if necessary, and as otherwise provided herein and therein, and all such provisions are reasonable and proper for the security of the holders of the Lease Bonds and are hereby approved; and (vi) the instruments, agreements and actions contemplated or authorized hereby will further the purposes of the Act, including the purposes of Article VIII, Section 13, of the Ohio Constitution and other authorized purposes of the Authority.

Section 3. Issuance of Lease Bonds.

(a) Lease Bonds Generally. The Lease Bonds shall be issued in fully registered form, in substantially the form as attached to the Bond Purchase Agreement, the form of which is now on file with the Fiscal Officer and is hereby approved. The Lease Bonds shall be issued in the respective maximum aggregate principal amount authorized hereby; shall bear interest at the rates and for the periods authorized by Section 3(b) herein, and by the certificate or certificates signed by the Authorized Officer or Fiscal Officer establishing final terms of the Lease Bonds as contemplated by that Section 3(b) and authorized by Section 4 herein (“Certificate of Award”) and in accordance with Bond Purchase Agreement. Principal and interest on the Lease Bonds shall be payable as stated in the Certificate of Award, until the principal amount has been paid or provided for. The Lease Bonds shall mature as set forth in

the Certificate of Award and shall be subject to redemption on the terms set forth in the Certificate of Award. The Lease Bonds shall be designated "Port of Greater Cincinnati Development Authority Taxable Special Obligation Lease Revenue Bonds, Series 2018 (RBM Development – Phase 2B Project)"; provided, that the Lease Bonds may carry additional descriptive designations authorized by the officers executing the same (evidenced conclusively by the execution thereof). The Lease Bonds shall be subject to the transfer restrictions provided in the Bond Purchase Agreement.

(b) Interest Rate Terms; Initial Term; Interest Rates. The Lease Bonds shall bear interest from time to time at the rates and for the periods established from time to time in accordance with the Bond Purchase Agreement and the Certificate of Award.

(c) Execution. The Lease Bonds shall be signed by an Authorized Officer and one other member of this Board or a Fiscal Officer, in the name of the Authority and in their official capacities, provided that one or both of such signatures may be a facsimile and those officials are hereby authorized and directed to execute and deliver the Lease Bonds in accordance herewith and with the Bond Purchase Agreement, but subject to satisfaction or waiver of any conditions stated herein or therein, or in the Cooperative Agreement related to the issuance of the Lease Bonds. The Lease Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease Bond Legislation unless and until a certificate of authentication on the Lease Bonds is signed by the Fiscal Officer, as initial registrar and authenticating agent. Following the initial Advance, the registrar and authenticating agent shall be the Original Purchaser or other Person approved by the Authority.

Section 4. Sale and Delivery of Lease Bonds. The Lease Bonds are awarded and sold to the Original Purchaser pursuant to the Bond Purchase Agreement. Execution and delivery of the Transaction Documents, and acceptance by the Authority of indemnification as set forth in the Cooperative Agreement, shall be a condition to the issuance of the Lease Bonds. Other terms of the Lease Bonds and the sale and delivery thereof may be specified in the Certificate of Award, which is hereby authorized consistent with this Resolution, or in the Bond Purchase Agreement, including the amount of other costs related to the issuance of the Lease Bonds to be paid from the initial Advance, if any. All matters determined in the Certificate of Award or the Bond Purchase Agreement shall be conclusive and binding on the Authority. Any fees payable in connection with the issuance and sale of the Lease Bonds, including, without limitation, any counsel fees and any other fees to be paid in connection with the structuring and sale of the Lease Bonds may be paid and are hereby appropriated from the initial Advance, unless other funds made available by the Developer, Lessee or an affiliate of either.

The Authorized Officer and the Fiscal Officer, or any one or more of them, are authorized and directed to make the necessary arrangements with the Original Purchaser to establish the date, location, procedure and conditions for the delivery of the Lease Bonds in accordance with the Bond Purchase Agreement, and subject to the conditions stated therein, including delivery of investor acknowledgement letters, in form and substance satisfactory to counsel to the Original Purchaser and the Authority, including Bond Counsel. It is determined by this Board that the price for and the terms of the Lease Bonds and the sale thereof, all as provided in or pursuant to this Resolution, the Certificate of Award, the Bond

Purchase Agreement and other related instruments, are in the best interests of the Authority and are in compliance with all legal requirements.

Section 5. Security for the Lease Bonds. As provided in the Transaction Documents, the Lease Bonds shall be payable solely from the Pledged Revenues. Nothing in the Lease Bond Legislation, the Lease Bonds or the Transaction Documents shall constitute a general obligation, debt or bonded indebtedness of the Authority; neither the general resources of the Authority shall be required to be used, nor the general credit of the Authority pledged, for the performance of any duty under this Lease Bond Legislation, the Lease Bonds or the Bond Purchase Agreement; and further, nothing therein gives the Holders of the Lease Bonds, and they do not have, the right to have excises or taxes levied by this Legislative Authority, or by the State or the taxing authority of any other political subdivision, for the payment of principal of, redemption premium, if any, and interest on the Lease Bonds, but the Lease Bonds are payable solely from the Pledged Revenues as provided herein and in the Bond Purchase Agreement, and each Lease Bond shall contain a statement to that effect; provided, however, that nothing in this Bond Legislation shall be deemed to prohibit the Authority, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the this Bond Legislation, the Bond Purchase Agreement or the Lease Bonds.

Section 6. Covenants of Authority. In addition to the covenants and agreements of the Authority herein and in the Transaction Documents to which it is a party, the Authority, by issuance of the Lease Bonds, covenants and agrees with each holder or owner of the Lease Bonds:

(a) That the Fiscal Officer will furnish to the Lessee and Original Purchaser a true transcript of proceedings, certified by the Fiscal Officer, of all proceedings had by the Authority with reference to the issuance of the Lease Bonds, together with such information from the Authority's records as is available and necessary to determine the regularity and validity of such issuance;

(b) That the Authority will, at any and all times, cause to be done all such further acts and things and cause to be executed and delivered all such further instruments as may be necessary to carry out the purposes of the Transaction Documents, the Lease Bonds and the Lease Bond Legislation, or as may be required or authorized by the Act or the Transaction Documents, and will comply with all requirements of law applicable to the Lease Bonds;

(c) That the Authority will observe and perform all of its agreements and obligations provided for by the Transaction Document, the Lease Bonds and the Lease Bond Legislation, and the other agreements, instruments and documents relating to the Lease Bonds and to which it is a party, and that all of the obligations thereunder are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Authority within the meaning of Section 2731.01, Ohio Revised Code;

(d) That, so long as the Lease Bonds are outstanding, the Authority will use its best efforts to comply with all of its obligations and agreements under the Transaction Documents and to keep the same in full force and effect;

(e) That the Authority will, solely from the Pledged Revenues pay or cause to be paid the Bond Service Charges on the dates, at the places and in the manner provided herein and in the Lease Bonds; and

(f) That the Authority will, from the initial Advance of the Lease Bonds or at the expense of the Lessee or an affiliate thereof, cause the Lease (or a memorandum thereof), and any amendments or supplements to either, any related documents or instruments providing security to the Lease Bonds, to be recorded and filed in such manner and in the places which may be required by law in order to preserve and protect that security.

Section 7. Lease, Mortgage, Assignment of Rents Agreement, and Bond Purchase Agreement. To provide for the lease to, and further development of the entire Project by, the Lessee and the Developer, and to provide for Rental Payments sufficient to pay, and at the times required to pay, the Bond Service Charges on the Lease Bonds and any administrative fees or expenses thereunder, an Authorized Officer and a Fiscal Officer, alone or together, are hereby authorized, for and in the name of the Authority and on its behalf, to execute the Lease, in substantially the form thereof now on file with the Fiscal Officer, with such changes therein as are not inconsistent with the Lease Bond Legislation and not substantially adverse to the Authority and which are permitted by the Act and shall be approved by the officer or officers executing the Lease. To provide for the delivery and sale of the Lease Bonds, an Authorized Officer and a Fiscal Officer, alone or together, are hereby authorized, for and in the name of the Authority and on its behalf, to execute the Bond Purchase Agreement, in substantially the form thereof now on file with the Fiscal Officer, with such changes therein as are not inconsistent with the Lease Bond Legislation and not substantially adverse to the Authority and which are permitted by the Act and shall be approved by the officer or officers executing those documents. To provide for the assignment of Rental Payments under the Lease to the Original Purchaser, an Authorized Officer and a Fiscal Officer, alone or together, are hereby authorized, for and in the name of the Authority and on its behalf, to execute the Assignment of Rents Agreement, in substantially the forms thereof now on file with the Fiscal Officer, with such changes therein as are not inconsistent with the Lease Bond Legislation and not substantially adverse to the Authority and which are permitted by the Act and shall be approved by the officer or officers executing those documents. If deemed necessary, the Authority shall deliver and execute a mortgage or similar instrument necessary to provide security for the payment of Bond Service Charges on the Lease Bonds.

The approval of such changes from the forms currently on file with the Fiscal Officer, and that such changes are not substantially adverse to the Authority, shall be conclusively evidenced by the execution of those documents by the officer or officers executing the same.

Section 8. Other Documents and Further Actions. The Authorized Officer and the Fiscal Officer are further authorized and directed, alone or together, to execute each other agreement or document, including any agreement related to continuing disclosure requirements under the Lease Bonds and any non-disturbance agreement required under the

Lease, relating to the issuance, sale and delivery of the Lease Bonds, and to which the Authority is a party, together with all reasonably related certifications, notices, financing statements, assignments, agreements, applications and instruments required in connection therewith, and to take such further actions as are necessary or appropriate to implement the transactions contemplated in the Lease Bonds and herein or in the documents authorized hereby or the Development Agreements and to consummate the transactions contemplated in this resolution and those documents, and to undertake, complete and finance the construction and development of the the Phase 2B Project Facilities consistent with the Development Agreements and the CMAR Agreement.

Section 9. Severability. Each section of this resolution and each subdivision or paragraph of any section hereof and each sentence of a paragraph hereof is hereby declared to be independent and the finding or holding of any section or any subdivision, paragraph or sentence hereof to be invalid or void shall not be deemed or held to affect the validity of any other section, subdivision, paragraph or sentence of this resolution.

Section 10. Compliance with Open Meeting Law. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees or subcommittees, or any other public bodies of the Authority, that resulted in such formal actions, were in meetings open to the public, in compliance with the law.

Section 11. Counsel. The Authority has retained the law firm of Frost Brown Todd LLC ("FBT") as bond counsel to provide legal services in connection with the transactions contemplated by this resolution.

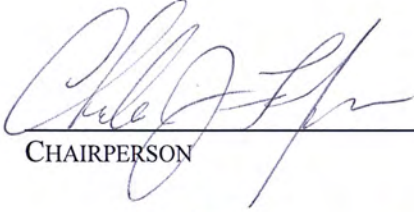
Section 12. Effective Date. This resolution shall be in full force and effect upon its adoption.

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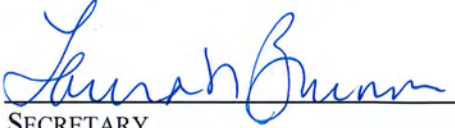
A roll call being had upon the question of the passage of the foregoing resolution, the vote thereon resulted as follows:

Ayes: 8

Nays: 0



CHAIRPERSON

Attest: 

SECRETARY

Date: 6-20-18

CERTIFICATE

The undersigned, President of the Port of Greater Cincinnati Development Authority d/b/a Greater Cincinnati Redevelopment Authority, hereby certifies that the foregoing is a true and complete copy of Resolution No. 2018 -__ passed on the 20th day of June, 2018, and has not been amended or rescinded as of this date.

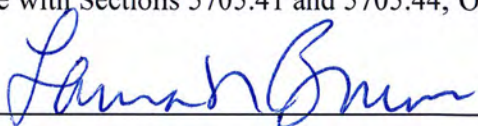
**Port of Greater Cincinnati Development
Authority d/b/a Greater Cincinnati
Redevelopment Authority**

6-20, 2018



FISCAL OFFICER CERTIFICATE

The undersigned, fiscal officer of the Issuer, hereby certifies that the moneys required to meet the obligations of the Issuer during the year 2018 under the foregoing resolution have been lawfully appropriated by the Issuer for such purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.



Dated: _____, 2018

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