RESOLUTION NO. 2026-15

BUTLER COUNTY FINANCE AUTHORITY

AUTHORIZING THE ISSUANCE AND SALE OF PORT AUTHORITY REVENUE BONDS IN A MAXIMUM PRINCIPAL AMOUNT OF $140,000,000 FOR THE PURPOSE OF FINANCING THE COSTS OF ACQUIRING, CONSTRUCTING AND OTHERWISE IMPROVING "PORT AUTHORITY FACILITIES" FOR THE BENEFIT OF BUTLER COUNTY TC, LLC, OR ITS PERMITTED AFFILIATES; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT, A CAPITAL LEASE AGREEMENT, A CONSTRUCTION SERVICES AGREEMENT, A RECOGNITION AGREEMENT, A BOND ADVANCE AND ASSIGNMENT AGREEMENT, A BOND PURCHASE AGREEMENT, AN INDEMNITY AGREEMENT, AND OTHER RELATED AGREEMENTS IN CONNECTION WITH THE TRANSACTION; APPROVING THE PROVISION OF AN OHIO SALES AND USE TAX EXEMPTION CERTIFICATE FOR THE PURCHASE OF BUILDING AND CONSTRUCTION MATERIALS INCORPORATED INTO THE PROJECT; AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, the Butler County Finance Authority (the "Authority"), a port authority and a body corporate and politic duly organized and validly existing under the laws of the State of Ohio (the "State"), is authorized and empowered by virtue of the laws of the State, including without limitation, Article VIII, Section 13 of the State Constitution and Sections 4582.21 through 4582.59 of the Ohio Revised Code (collectively, the "Act"), among other things: (a) to issue its revenue bonds for the purpose of financing costs of acquiring, constructing, improving and developing "port authority facilities," as defined in the Act, (b) 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, (c) to acquire interests in real or personal property, or any combination thereof, and construct, improve and develop port authority facilities and enter into agreements with respect to the construction, development, leasing, operation, use and management of such port authority facilities for "authorized purposes" as defined in the Act, including commercial and economic development purposes, (d) 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, (e) to provide for the development, financing and leasing of port authority facilities to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, (f) to adopt this resolution, (g) to issue, sell and deliver the Revenue Bonds (defined herein) in the manner contemplated hereby, and (h) to execute and deliver the Ground Lease, the Capital Lease, a Recognition Agreement, a Mortgage, the Bond Assignment Agreement, and the Disbursing Agreement (each as defined herein), and such other agreements and instruments as are provided for herein, therein, and in a Preliminary Development Term Sheet between the Authority and the Lessee (as defined hereinafter), all upon the terms and conditions provided herein and therein; and

WHEREAS, pursuant to the request of Butler County TC, LLC, a Missouri limited liability company, an affiliate of North Point Development, LLC (including any applicable affiliates, the "Lessee"), the Authority has agreed to assist the Lessee in the development, construction, equipping, and improving of five industrial buildings ranging from approximately 216,000 square feet to approximately 310,000 square feet, to support logistics, distribution, and advanced manufacturing operations of various sublessees, along with related infrastructure improvements (collectively, the "Project Facilities") located generally at or near 8105 Seward Road, Fairfield, Ohio (the "Project Site" and together with the Project Facilities, the "Project"), by (i) acquiring a ground leasehold interest in and to the Project Site, (ii) issuing its revenue bonds (the "Revenue Bonds") to pay a portion of the costs of acquiring, constructing and otherwise improving the Project Facilities, (iii) acquiring, constructing, equipping and installing the Project Facilities on the Project Site, and (iv) leasing the Project to the Lessee; and

WHEREAS, the Lessee has started soliciting contracts for construction of the Project Facilities and has requested that the Authority provide certificates evidencing the exemption from State sales and use taxes on purchases of building and construction materials for incorporation into the Project, and the Authority is willing to provide such certificates upon acquisition by the Authority of the ground leasehold in the Project Site and the execution of the Capital Lease with the Lessee or an acceptable Preliminary Agreement as described herein; and

WHEREAS, this Board has determined that it is necessary and proper and in the best interest of the Authority (a) to issue and sell the Revenue Bonds at this time, in the maximum aggregate principal amount of $140,000,000, for the purpose of paying a portion of the costs of acquiring, constructing and otherwise improving the Project Facilities, (b) to adopt this resolution to provide for the issuance, sale, delivery and terms of the Revenue Bonds and the security for the payment of the principal of and interest on the Revenue Bonds (collectively, the "Bond Service Charges"), (c) to acquire a ground leasehold interest in and to the Project Site pursuant to a Ground Lease between the Lessee, as ground lessor, and the Authority as ground lessee (the "Ground Lease"), (d) to enter into a Construction Services Agreement or agreement of similar effect (the "Construction Services Agreement") between the Authority and the Lessee or an entity related thereto, as the Authority's construction manager or services provider for the acquisition, construction and otherwise improving of the Project Facilities (in such capacity, the "Construction Services Provider"), (e) to lease the Project to the Lessee pursuant to a lease agreement (the "Capital Lease") between the Authority, as lessor, and the Lessee to provide for rental payments and other revenues sufficient to pay the Bond Service Charges, (f) to assign those revenues to the registered owners of the Revenue Bonds (the "Holders") pursuant to and on the conditions stated in the Bond Advance Agreement and Assignment of Lease and Rental Payments (the "Bond Assignment Agreement") by and among the Authority, the original purchaser and initial Holder of the Revenue Bonds (in such capacity, the "Original Purchaser") and the Original Purchaser as the disbursing agent under the Disbursing Agreement referenced below (in such capacity, the "Disbursing Agent"), (g) to provide for the disbursement of proceeds of the Revenue Bonds pursuant to a Disbursing Agreement by and among the Authority, the Lessee, the Construction Services Provider, the Disbursing Agent, the Original Purchaser and any other necessary parties (the "Disbursing Agreement"), (h) to enter into such financing documents as may be reasonably requested by the Original Purchaser, including without limitation a Recognition Agreement (the "Recognition Agreement"), a subordination agreement, and/or a mortgage related to the Authority's interest in the Project to the Original Purchaser (the "Mortgage"), and (i) to execute and deliver such other agreements, instruments and documents as may be necessary or desirable to provide for a portion of the costs and construction of the Project and the security for the Revenue Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Butler County Finance Authority (the "Board"):

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 and the Lessor Documents that are incorporated herein by reference, the following capitalized terms shall mean:

"Authorized Lessee Representative" means one of the persons designated pursuant to the Capital Lease to act on behalf of the Lessee.

"Authorized Officer" means the Chair, Vice Chair, Secretary, and the Executive of this Board or of the Authority.

"Authorizing Legislation" means this resolution and any supplemental or amending resolution adopted by the Legislative Authority, together with any certificate or certificates executed by the Executive establishing final terms of the Revenue Bonds.

"Bond Fund" means the Bond Fund, referred to in Section 7 hereof and created pursuant to or referred to in the Disbursing Agreement.

"Construction Contract" means the direct contract or contracts related to the Project by and between the Construction Services Provider and a general contractor, construction manager or other contractor providing similar services for the Project.

"Construction Documents" means collectively the Construction Contract and the Construction Services Agreement.

"Construction Services Agreement" means a Construction Services Agreement or agreement of similar effect between the Authority and the Lessee, as the Authority's construction manager or services provider for the acquisition, construction and otherwise improving of the Project Facilities.

"Executive" means the President and Chief Executive Officer of the Authority.

"Fiscal Officer" means each of the Secretary of this Board or any Assistant Secretary of this Board.

"Holder" means the registered owner of a Revenue Bond as shown on the Register.

"Indemnitor" means each party that is identified as an indemnitor in the Indemnity Agreement.

"Indemnity Agreement" means the Indemnity Agreement provided by each Indemnitor in favor of the Authority.

"Interest Payment Date" means the dates interest is due and payable on the Revenue Bonds as set forth therein.

"Legislative Authority" means the Board of Directors of the Authority.

"Lessor Documents" means, collectively, to the extent entered into by the Authority, the Ground Lease, the Capital Lease, the Bond Assignment Agreement, the Construction Documents, the Indemnity Agreement, and the Disbursing Agreement.

"Pledged Revenues" means the Rental Payments, and all other moneys received or to be received by the Authority or the Holder, intended to be used for payment of Bond Service Charges, any moneys or investments in or to be credited to the Special Funds, and all income and profit derived from the investment of the foregoing.

"Project Fund" means the Project Fund described in Section 5 hereof and created pursuant to the Disbursing Agreement.

"Project Purposes" means acquiring, constructing, equipping and installing, real and personal property, or any combination thereof, comprising "port authority facilities," as defined in the Act, for lease to the Lessee for use of five industrial buildings ranging from approximately 216,000 square feet to approximately 310,000 square feet, to support logistics, distribution, and advanced manufacturing operations of various sublessees, along with related infrastructure improvements related to the foregoing, on a site located in the City of Fairfield, Ohio, and Butler County, Ohio or such other uses and purposes from time to time as may be permitted by the Capital Lease and the Act.

"Register" means the books kept and maintained by the Registrar for registration of ownership of the Revenue Bonds, and of the outstanding principal amount thereof, and for registration of any permitted transfer or exchange of a Revenue Bond or Revenue Bonds.

"Registrar" means the person designated by the Executive from time to time to keep and maintain the Register and means initially the Fiscal Officer.

"Rental Payments" means the Rental Payments required to be paid by the Lessee to or for the account of the Authority pursuant to the Capital Lease.

"Special Funds" means the Bond Fund and the Project Fund created by the Disbursing Agreement.

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. Any approval to be given or action authorized by this resolution to be taken by the Executive and the Fiscal Officer, or the Executive or the Fiscal Officer, may be taken by any one of the individuals comprising the Executive or Fiscal Officer unless otherwise expressly provided herein, and shall be performed in such officer's official capacity and on behalf of the Authority.

Section 2. Determinations by Board. This Board hereby finds and determines that: (i) the Project constitutes "port authority facilities," within the meaning of the Act, and is consistent with the purposes of Article VIII, Section 13 of the State Constitution; (ii) it is necessary and proper and in the best interest of the Authority to acquire, construct, improve and develop the Project, and to finance costs thereof as contemplated by this resolution; (iii) the Project Site is within the geographic jurisdiction of the Authority and the 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, creating jobs and employment opportunities, and improving the economic welfare of the people of the State and within the jurisdiction of the Authority; (iv) the acquisition, construction, equipping and installation of the Project, and the financing of costs thereof, requires the issuance of the Revenue 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 Revenue Bonds in the maximum aggregate principal amount of $140,000,000 for the purpose of financing a portion of the costs of acquiring, constructing and otherwise improving the Project for the Project Purposes; (v) the terms of the Revenue Bonds, and of the sale, execution and delivery of and payment for the Revenue Bonds, contained in or authorized by this resolution and a Preliminary Development Term Sheet for the Project are satisfactory and are hereby approved; (vi) the Revenue Bonds shall be secured as provided herein and in the Capital Lease, the Bond Assignment Agreement, and the Mortgage, if applicable, and all such provisions are reasonable and proper for the security of the Revenue Bonds, and (vii) the agreements contemplated hereby will further the purposes of the Act, including the purposes of Article VIII, Section 13 of the State Constitution.

Section 3. Issuance and Terms of Revenue Bonds.

(a) Terms Generally. The Revenue Bonds shall be issued initially in fully registered form, payable in installments, substantially in the form set forth in the Bond Assignment Agreement, and in an amount not greater than the maximum outstanding principal amount authorized hereby; provided, that the outstanding principal amount of the Revenue Bonds shall, at any time, be equal to the aggregate amount of the Bond Advances (defined in and determined pursuant to the Bond Assignment Agreement) less the amount, if any, of outstanding principal paid or prepaid, which amount shall be determined by reference to the Register. In the absence of manifest error, the Register shall be conclusive as to the amount of the Bond Advances. The outstanding principal amount of the Revenue Bonds shall bear interest at the interest rate described in the Bond Purchase Agreement, as defined hereinafter, from the date of each Bond

Advance, payable on each Interest Payment Date, until the principal amount has been paid or provided for. The Revenue Bonds shall mature, be payable, and subject to prepayment as described in the Capital Lease, the Bond Purchase Agreement, and/or the form of the Revenue Bonds, as applicable. The Revenue Bonds shall be dated their date of issuance; shall be designated as described in the form of Revenue Bonds; shall be numbered as provided in the Bond Assignment Agreement; and shall be a negotiable instrument in accordance with the Act, subject to the transfer restrictions provided in the form of Revenue Bond and the Bond Assignment Agreement; and shall be in a minimum denomination of $100,000. The outstanding principal amount of the Revenue Bonds shall bear interest from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from the date of each Bond Advance. Bond Service Charges shall be payable to each Holder in lawful money of the United States of America, without deduction for the services of any paying agent.

(b) Execution. The Revenue Bonds shall be signed by any two Authorized Officers, in the name and on behalf of the Authority and in their official capacities, provided that either or both of such signatures may be a facsimile and that any such official so authorized, if such official is at the time of signing so authorized, is authorized to execute the Revenue Bonds whether or not such official is such officer at the time of delivery of any Revenue Bonds, including any replacement Revenue Bond or Revenue Bond issued upon any exchange or transfer. Each such officer is hereby authorized to execute and deliver the Revenue Bonds in accordance with this resolution and the Executive is authorized to execute and deliver the Bond Assignment Agreement, but subject to satisfaction or waiver of any conditions stated therein. The purpose for which the Revenue Bonds are issued shall be set forth in the form of the Revenue Bonds, which may contain such other statements or legends as may be required by law or otherwise advisable.

(c) Registrar. The Executive is appointed to act as the initial authenticating agent, bond registrar and transfer agent (collectively, the "Registrar") for the Revenue Bonds. In accordance with applicable law, the Executive may hereafter designate a different person to serve as Registrar and enter into a contract for the provision by that person of services as Registrar. No Revenue Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this resolution or the Bond Assignment Agreement unless and until a certificate of authentication, as printed on the form of Revenue Bond, is signed by the Registrar as authenticating agent. Authentication by the Registrar shall be conclusive evidence that the Revenue Bond so authenticated has been duly authenticated and delivered under this resolution and is entitled to the security and benefit of this resolution and the Bond Assignment Agreement. The certificate of authentication may be signed by any officer or officers of or designated as the Registrar. It shall not be necessary that the same authorized person sign the certificate of authentication on each Revenue Bond.

So long as the Revenue Bonds remain outstanding, the Register shall be maintained and kept by the Registrar, at the office of the Registrar, for the registration, exchange and transfer of the Revenue Bonds as provided in this Section, including a current and accurate record of the name and address of each Holder. The registered Holder of a Revenue Bond shall be regarded as the absolute owner of that Revenue Bond for all purposes of this resolution and the Bond Assignment Agreement. Payment of or on account of Bond Service Charges on each Revenue Bond shall be made only to or upon the order of that Holder. Neither the Authority, the Registrar nor the Lessee shall be affected by any notice to the contrary, but the registration may be changed as herein provided. The Registrar shall establish procedures for the exchange, transfer or replacement of the Revenue Bonds. Any Revenue Bond issued upon a transfer or exchange, or to replace a lost, stolen, destroyed or mutilated Revenue Bond, shall be the valid special obligation of the Authority, evidencing the same debt, and entitled to the same benefits under this resolution and the Bond Assignment Agreement, as the Revenue Bond surrendered upon that transfer or exchange or lost, stolen, destroyed or mutilated.

Section 4. Sale and Delivery of Revenue Bonds. In accordance with the Bond Assignment Agreement and that certain agreement between the Original Purchaser and the Lessee related to the purchase of the Revenue Bonds (the "Bond Purchase Agreement"), the Revenue Bonds are awarded and sold to the Original Purchaser at a purchase price equal to 100% of the principal amount thereof, subject to any conditions set forth in the Bond Assignment Agreement; provided, that such purchase price shall be paid in accordance with the Bond Assignment Agreement by the payment of Bond Advances upon the delivery to the Holders of Bond Advance Requisitions in the form required by the Bond Assignment Agreement. Other terms of the Revenue Bonds and the sale thereof may be specified in the Bond Assignment Agreement. All matters determined in the Bond Assignment Agreement shall be conclusive and binding on the Authority. Any fees payable in connection with the issuance and sale of the Revenue Bonds, including, without limitation, any counsel fees and any other fees to be paid in connection with the structuring and sale of the Revenue Bonds may be paid and are hereby appropriated from the proceeds of the sale of the Revenue Bonds.

The Executive and the Fiscal Officer are authorized to make the necessary arrangements with the Original Purchaser to establish the date, location, procedure and conditions for the delivery of the Revenue Bonds in accordance with the Bond Assignment Agreement and subject to the conditions stated therein and in the Bond Purchase Agreement, including delivery of an investor acknowledgement letter, in form satisfactory to the Executive. It is determined by this Board that the price for and the terms of the Revenue Bonds and the sale thereof, all as provided in the Authorizing Legislation, the Bond Assignment Agreement and other related instruments, are in the best interests of the Authority and are in compliance with all legal requirements.

Section 5. Application of Proceeds of the Revenue Bonds; Project Fund. The proceeds from the sale of the Revenue Bonds, upon receipt of each Bond Advance, shall be deposited in and credited to a separate deposit account (except when invested as hereinafter provided) which is created by or referenced in the Disbursing Agreement (the "Project Fund"). Money in the Project Fund may be invested as provided in the Disbursing Agreement and Section 8 hereof and shall be held and disbursed in accordance with the Disbursing Agreement to pay costs of acquiring, constructing and otherwise improving the Project, including costs of issuance of the Revenue Bonds or other costs of the financing of the Project, and the proceeds from the sale of the Revenue Bonds, and any other moneys provided to or on behalf of the Authority for that purpose, are appropriated for that purpose, all as set forth in the Disbursing Agreement. The money and investments to the credit of the Project Fund shall, pending disbursement, constitute a part of the Pledged Revenues assigned as security for the payment of Bond Service Charges.

Section 6. Security for the Revenue Bonds. The Revenue Bonds shall be payable solely from the Pledged Revenues and the Special Funds, as provided herein, and shall be secured by an assignment of the Pledged Revenues and by the Bond Assignment Agreement. Notwithstanding anything to the contrary herein or in the Revenue Bonds, the Revenue Bonds do not and shall not pledge the general credit or taxing power of the Authority or of the State or any political subdivision thereof, and nothing herein or in the Revenue Bonds or in the Bond Assignment Agreement or any other Lessor Document, shall constitute a general obligation, debt or bonded indebtedness of the Authority or the State or any political subdivision thereof; and further, nothing herein or therein gives the Holder of a Revenue Bond, and it does not have, the right to have excises or taxes levied by this Board, or by the State or the taxing authority of any other political subdivision thereof, for the payment of Bond Service Charges or any other charges on the Revenue Bonds or any obligations under the Revenue Bonds or any Lessor Document. The Revenue Bonds shall contain a statement to that effect and that the Revenue Bonds are payable solely from the Pledged Revenues. Nothing herein 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 this resolution or the Revenue Bonds.

Section 7. Assignment of Pledged Revenues. The Authority hereby assigns to the Holders, as security for the payment of the Bond Service Charges, its right, title and interest in the Pledged Revenues,

including, without limitation, all Rental Payments, which under the terms of the Capital Lease and the Bond Assignment Agreement shall be paid by the Lessee to the Disbursing Agent for deposit in the Bond Fund and application to the payment of Bond Service Charges. The assignment shall be, and is intended to be, immediately effective without further action; provided that the Authority shall execute and deliver the Bond Assignment Agreement and shall take such other action as may be deemed necessary or appropriate to further evidence that assignment. The Rental Payments, and any payments under the Capital Lease intended to be used to pay Bond Service Charges, shall be paid to the Disbursing Agent pursuant to the Bond Assignment Agreement and shall be deposited in and credited to a separate deposit account (except when invested as hereinafter provided) the creation of which is hereby authorized and directed.

Section 8. Investment and Records of Project Fund and Bond Fund. Money in the Project Fund and Bond Fund may be invested and reinvested by the Disbursing Agent if and as authorized in the Disbursing Agreement at the oral or written direction of the Authorized Lessee Representative, all as set forth in the Disbursing Agreement. Subject to any such written direction with respect thereto, the Disbursing Agent may from time to time sell those investments and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid and shall sell those investments when necessary, for the best price obtainable, in order to realize moneys necessary for the purposes of the applicable Fund. Any of those investments may be purchased from or sold to the Disbursing Agent. An investment made from moneys credited to the Project Fund or the Bond Fund shall constitute part of that Fund and each such Fund shall be credited with all proceeds of the sale of and income from that investment.

Section 9. Covenants of Authority. In addition to other covenants and agreements of the Authority herein, and in the Ground Lease, Capital Lease, any Mortgage, any Recognition Agreement, the Disbursing Agreement and the Bond Assignment Agreement, the Authority, by issuance of the Revenue Bonds, covenants and agrees with each Holder of a Revenue Bond:

(a) Use of Proceeds. The Authority will use, or cause the use of, the proceeds of the Revenue Bonds to pay costs of the Project Facilities, including, without limitation, costs of acquiring, constructing and otherwise improving the Project and costs and fees payable in connection with the issuance of the Revenue Bonds.

(b) Pledged Revenues. The Authority will segregate, or cause to be segregated, for accounting purposes, the Pledged Revenues and the Special Funds established under this resolution and the Bond Assignment Agreement from all other revenues and funds of the Authority, and will not pledge, assign or transfer the Pledged Revenues or the Special Funds, or create or permit to be created any debt, lien or charge thereon other than the assignment under this resolution and the Bond Assignment Agreement.

(c) Transcript. The Authority will furnish to the Original Purchaser a true transcript of proceedings, certified by the Executive or Fiscal Officer, of all proceedings had by the Authority with reference to the issuance of the Revenue Bonds, together with such information from the Authority's records as is available and necessary to determine the regularity and validity of such issuance.

(d) Bond Service Charges. The Authority will, solely from the Pledged Revenues and the Special Funds, 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 Revenue Bonds and the Bond Assignment Agreement.

(e) Records and Filings. The Authority will, at the expense of the Lessee, cause the Ground Lease (or memorandum thereof), the Capital Lease (or memorandum thereof), any Recognition Agreement, any Mortgage, and the Bond Assignment Agreement, and any amendments or supplements thereto, and any related documents or instruments relating to the pledge and

assignment made by it to secure the Revenue Bonds, to be recorded and/or filed in such manner and in the places which may be required by law in order to fully preserve and protect the security of the Holders.

(f) Further Actions. 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 for which the Revenue Bonds are issued and this resolution, or as may be required or authorized by the Act, the Bond Assignment Agreement, the Ground Lease, or the Capital Lease, and shall comply with all requirements of law applicable to the Revenue Bonds.

(g) Performance of Covenants. The Authority will observe and perform all of its agreements, covenants, understandings and obligations provided for by the Revenue Bonds and this resolution, the Ground Lease, the Capital Lease, the Bond Assignment Agreement, the Disbursing Agreement, any Recognition Agreement, any Mortgage, and any other Lessor Document to which it is a party, and all of the obligations of the Authority 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.

(h) Maintain Ground Lease, Capital Lease and Bond Assignment Agreement in Effect. So long as the Revenue Bonds are outstanding, the Authority will comply with all of its obligations and agreements under this resolution, the Revenue Bonds, the Ground Lease, the Capital Lease, the Bond Assignment Agreement, any Recognition Agreement, any Mortgage, and the other Lessor Documents and use its best efforts to keep the Capital Lease, the Bond Assignment Agreement and the other Lessor Documents in full force and effect.

(i) Representations. The Authority represents that (i) it is, and upon delivery of the Revenue Bonds will be, duly authorized by the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Revenue Bonds, to execute and enter into the Lessor Documents and to provide the security for payment of the Bond Service Charges in the manner and to the extent set forth herein and in the Bond Assignment Agreement and the Revenue Bonds; (ii) all actions on its part for the issuance of the Revenue Bonds and execution and delivery of the Bond Assignment Agreement and the other Lessor Documents have been or will be taken duly and effectively; and (iii) the Revenue Bonds will be legal, valid, binding and enforceable special obligations of the Authority according to their terms.

(j) Inspection of Project Books. All books and documents in the Authority's possession relating to the Project and the Pledged Revenues shall be open at all times during the Authority's regular business hours to inspection by such accountants or other agents of any Holder as the Holder may from time to time designate.

(k) Rights Under and Enforcement of the Capital Lease. The Holders, in their names or in the name of the Authority, may enforce the payment of Rental Payments and all rights of the Authority except for Unassigned Lessor's Rights, as defined in the Capital Lease, and may enforce all obligations of the Lessee under and pursuant to the Capital Lease, whether or not the Authority is in default of the pursuit or enforcement of those rights and obligations; provided that, the Authority shall do all things and take all actions on its part necessary to comply with the obligations, duties and responsibilities on its part to be observed and performed under the Capital Lease and the other Lessor Documents and will take all actions within its authority to keep the Capital Lease in effect in accordance with the terms thereof.

Section 10. Lessor Documents. To provide for the issuance and terms of and security for the Revenue Bonds, the Executive and the Fiscal Officer are hereby authorized, for and in the name of the Authority and on its behalf, to accept the Indemnity Agreement, execute and deliver each other Lessor

Document, in substantially the respective form thereof now on file with the Secretary of this Board, with such changes therein as are not inconsistent with this resolution and not substantially adverse to the Authority and that are permitted by the Act and shall be approved by the officer or officers executing those documents. The approval of such changes, and that such changes are not substantially adverse to the Authority shall be conclusively evidenced by the execution of the Lessor Documents by the officer or officers executing the same. The Capital Lease provides for the grant to the Lessee of an option or options to purchase the Project in connection with any permitted termination of the Capital Lease and subject to the conditions stated in the Capital Lease. In connection with any such exercise by the Lessee of its option to purchase the Project, the Executive and the Fiscal Officer are hereby authorized to execute all such instruments, for and in the name and on behalf of the Authority, as may be necessary to terminate the Ground Lease and effect the transfer of the Project to the Lessee, on such terms as the officer or officers deem necessary or appropriate and in the best interest of the Authority, without the necessity of any further action by this Board.

Section 11. Sales Tax Exemption Certificate. This Board hereby further authorizes the Executive, upon the execution of the Lessor Documents by the parties thereto, to provide the Construction Services Provider or its nominees with appropriate certificates (the "Sales Tax Exemption Certificate") to support the claim of an exemption from Ohio and County sales and use taxes that might otherwise apply with respect to the purchase of building and construction materials incorporated into structures or improvements to real property, within the meaning of Section 5739.02(B)(13), Ohio Revised Code, that constitute Project Facilities or Project improvements. The Construction Services Provider shall be solely responsible for the determination of whether any particular purchase of building and construction materials qualifies for exemption from State sales and use taxes by virtue of the provisions of Section 5739.02(B)(13) of the Ohio Revised Code. Nothing herein, or in any Lessor Document or any other document or instrument, shall require the Authority to pay any such sales and use taxes or be construed as a guarantee by this Board or the Authority of the availability or of the amount of any such sales and use tax exemption.

Section 12. Preliminary Agreement. To the extent determined necessary and prudent by the Executive, in consultation with counsel to the Authority, the Executive may execute and deliver, on behalf of the Authority, a Sales and Use Tax Exemption Certificate prior to the closing of the Bonds upon the execution of a preliminary agreement by and between the Authority and the Lessee (the "Preliminary Agreement"). The terms of the Preliminary Agreement shall be consistent with this Resolution and shall be subject to the approval of the Authority in its sole discretion. Authority approval and the Preliminary Agreement's consistency with this Resolution shall be conclusively evidenced by the execution of the Preliminary Agreement by the Executive executing the same.

Section 13. Contracting. This Board hereby finds and determines that the manner of negotiation and contracting with respect to the contracts related to construction of the Project Facilities, as contemplated by the Construction Services Agreement, will best carry out the Project Purposes, particularly the public purposes of the Project under and consistent with Article VIII, Section 13 of the Ohio Constitution, and, accordingly, pursuant to Ohio Revised Code Section 4582.31(A)(18)(e), the contracts related to the development of the Project and construction of the Project Facilities shall be procured and entered into pursuant to and in the manner contemplated by this resolution and the Construction Services Agreement and shall not be subject to any other requirements that might otherwise be applicable to the Authority under the Act or other Ohio laws, including, without limitation, any requirements of competitive bidding or selection or any requirements relating to the provision of security for bidding, payment or performance.

Section 14. Further Actions. The Executive and the Fiscal Officer are further authorized to execute any certifications, financing statements, assignments, agreements and instruments, including indemnity agreements and any Recognition Agreement, Mortgage, or subordination or similar agreements for the Project, with such changes therein as are not inconsistent with this resolution and not substantially adverse to the Authority and that are permitted by the Act and shall be approved by the officer or officers

executing those documents, and to take such further actions as are necessary or appropriate to implement the transactions contemplated in the Revenue Bonds and the Lessor Documents and to consummate the transactions contemplated in this resolution, a Preliminary Development Term Sheet, and the Lessor Documents, and to undertake, complete and finance a portion of the costs of the Project, consistent herewith and with the Lessor Documents. All actions heretofore taken by the officers and officials of the Authority and of this Board in connection with the Project and the financing thereof are hereby ratified and approved.

Section 15. References. Any reference herein to the Authority, to this Board, or to any member or officer of either, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Ohio Revised Code, or to any statute of the United States of America includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no such amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Authority, the Original Purchaser, the Holder or the Lessee under this resolution, the Revenue Bonds, the Ground Lease, the Capital Lease, the Bond Assignment Agreement, the Disbursing Agreement, or any other instrument or document entered into in connection with any of the foregoing, including, without limitation, any alteration of the obligation to pay the Bond Service Charges in the amount and manner, at the times and from the sources provided in this resolution, the Capital Lease and the Bond Assignment Agreement, except as permitted herein.

Section 16. Payment and Discharge. If the Authority shall pay or defease the Revenue Bonds, or cause the Revenue Bonds to be paid, defeased and discharged, the covenants, agreements and other obligations of the Authority hereunder and in the Revenue Bonds, the Ground Lease, the Capital Lease, the Disbursing Agreement, the Construction Services Agreement and the Bond Assignment Agreement shall be discharged and satisfied.

Section 17. 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 18. 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 19. Effective Date. This resolution shall be in full force and effect upon its adoption.

[*The Balance of this Page Left Blank. Signature Page to Immediately Follow.*]

Voting Aye: 6

Voting Nay: 0

Passed: June 24, 2026

BUTLER COUNTY FINANCE AUTHORITY

By: _____
Dona Canaan
Acting Chairperson, Board of Directors

Attest: _____
Joshua Smith, President & CEO
Secretary, Board of Directors

The undersigned Secretary of the Board of Directors of the Butler County Finance Authority does hereby certify that the foregoing is a true and correct copy of a resolution of such Board of Directors, duly adopted on June 24, 2026, and appearing upon the official records of that Board.

Attest: _____

By: JOSHUA SMITH

Title: Secretary, Board of Directors

Dated: June 24, 2026