

OFFICE & INDUSTRIAL INCENTIVE AGREEMENT

This agreement made and entered into by and between the City of Gahanna, Ohio, a municipal government, with its main offices located at 200 S. Hamilton Road, Gahanna, Ohio, hereinafter referred to as the City of Gahanna and Columbus Aesthetics & Plastic Surgery with its main offices located at 5005 Arlington Centre Blvd, Upper Arlington, OH 43220 hereinafter referred to as **CAPS**, WITNESSETH;

WHEREAS, Gahanna has encouraged the creation of new jobs opportunities in the community; and

WHEREAS, **CAPS** is desirous of expanding their medical practice in Gahanna, Ohio; and

WHEREAS, the Gahanna City Council, by Ordinance ORD-0212-2002, enabled Gahanna to offer an "Office & Industrial Incentive"; and

WHEREAS, Gahanna having the appropriate authority for the stated type of project is desirous of providing **CAPS** with incentives for the development of the project; and

WHEREAS, the Director of Economic Development has investigated the Application of **CAPS** and the Incentive Advisory Board has recommended the same to the Gahanna City Council on the basis that **CAPS** is qualified by financial responsibility and business experience to create new employment opportunities and improve the economic climate of Gahanna; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. **CAPS** will create 65 (#) new jobs with an average annual salary of \$150,000, which will result in approximately 9,750,000 (\$) of annual payroll.
2. The City shall waive the 5 year maximum term permitted under the program guidelines.
3. The City shall grant **CAPS** a refundable credit of 30% of the company's net municipal income tax liability for term of 10 years and based upon the City's 2.5% municipal income tax rate.
4. **CAPS** agrees to remain in Gahanna for an additional five (5) years following the term of the Office & Industrial Incentive and failure to do so may result in **CAPS** repaying any funds received.
5. **CAPS** must provide the City with verification of wages paid and taxes withheld annually for jobs during the period outlined under this agreement.
6. **CAPS** agrees to fully investigate the potential use of the Gahanna Community Improvement Corporation's fiber optic network known as GahannaNet.
7. If **CAPS** materially fails to fulfill its obligation under this agreement, Gahanna may terminate or modify the provisions granted under this agreement.
8. This agreement is not transferable or assignable without the express, written approval of Gahanna.

9. This agreement may be revised and/or amended throughout its term through the mutual agreement of the parties hereto. Such revisions and/or amendments are and will be subject to applicable Federal, State of Ohio and local laws or ordinances, and any applicable regulations and/or rules of Federal, State of Ohio and local department or agencies possessing authority to implement and/or administer such applicable Federal, State of Ohio and local laws or ordinances.

Program Compliance

1. **CAPS** shall pay all federal, state and local taxes and shall file all tax reports and returns as required by law. If **CAPS** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
2. If for any reason the Office & Industrial Incentive Program expires or is rescinded by the City of Gahanna, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless **CAPS** materially fails to fulfill its obligations under this agreement and Gahanna terminates or modifies the incentives granted under this agreement.
3. If **CAPS** materially fails to fulfill its obligations under this agreement, or if Gahanna determines that the certification as to the delinquent taxes required by this agreement is fraudulent, Gahanna may terminate or modify the incentives granted under this agreement and may require the repayment of the amount of taxes that would have been payable without this agreement.
4. **CAPS** hereby certifies that at the time this agreement is executed, **CAPS** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which **CAPS** is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **CAPS** is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against **CAPS**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
5. **CAPS** affirmatively covenants that it has made no false statements to the State or City of Gahanna in the process of obtaining approval for an Office & Industrial Incentive. If any representative of **CAPS** has knowingly made a false statement to the State or City of Gahanna to obtain an Office & Industrial Incentive, **CAPS** shall be required immediately to return all benefits received under the Office & Industrial Incentive pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the City of Gahanna. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13 (D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

IN WITNESS WHEREOF, the City of Gahanna, Ohio, by Laurie A. Jadwin, its Mayor, and pursuant to a pending Resolution, has caused this instrument to be executed this _____ day of _____, 20__ and _____ by _____, has caused this instrument to be executed on this ____ day of _____, 20__.

Mayor

By _____

By _____

Laurie A. Jadwin

Approved as to form:

Raymond J. Mularski, City Attorney