

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 Orthopedic ONE, Inc with its offices located at 170 Taylor Station Rd., Columbus, OH, 43213, hereinafter referred to as **ORTHO ONE**, WITNESSETH;

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

WHEREAS, **ORTHO ONE** is desirous of relocating their medical practice to 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 **ORTHO ONE** with incentives for the development of the project; and

WHEREAS, the Director of Economic Development has investigated the Application of **ORTHO ONE** and the Incentive Advisory Board has recommended the same to the Gahanna City Council on the basis that **ORTHO ONE** 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. **ORTHO ONE** will create 214 new jobs in year one with an average annual salary of \$133,000, which will result in approximately \$28,500,000 of annual payroll in year one.
2. The City shall grant **ORTHO ONE** a refundable credit of 50% of the company’s net municipal income tax liability for term of 5 years and based upon the City’s 1.5% municipal non-obligated income tax rate. The incentive will be in effect for years 11-15 of the operation of the new facility in Gahanna.
3. **ORTHO ONE** 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 **ORTHO ONE** repaying any funds received.
4. **ORTHO ONE** must provide the City with verification of wages paid and taxes withheld annually for jobs during all years of operation in Gahanna.
5. **ORTHO ONE** agrees to fully investigate the potential use of the Gahanna Community Improvement Corporation’s fiber optic network known as GahannaNet.
6. If **ORTHO ONE** materially fails to fulfill its obligation under this agreement, Gahanna may terminate or modify the provisions granted under this agreement.
7. This agreement is not transferable or assignable without the express, written approval of

Gahanna.

8. 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. **ORTHO ONE** shall pay all federal, state and local taxes and shall file all tax reports and returns as required by law. If **ORTHO ONE** 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 **ORTHO ONE** materially fails to fulfill its obligations under this agreement and Gahanna terminates or modifies the incentives granted under this agreement.
3. If **ORTHO ONE** 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. **ORTHO ONE** hereby certifies that at the time this agreement is executed, **ORTHO ONE** 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 **ORTHO ONE** is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, **ORTHO ONE** 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 **ORTHO ONE**. 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. **ORTHO ONE** 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 **ORTHO ONE** has knowingly made a false statement to the State or City of Gahanna to obtain an Office & Industrial Incentive, **ORTHO ONE** 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 Ordinance 0061-2023, has caused this instrument to be executed this _____ day of _____, 20__.

By _____

Laurie A. Jadwin, Mayor

Approved as to form:

Raymond J. Mularski, City Attorney

IN WITNESS WHEREOF, the Orthopedics ONE, Inc., by _____, its _____, and pursuant to Ordinance 0061-2023, has caused this instrument to be executed this _____ day of _____, 20__.

By _____ (signature)

_____ (Name & Title)