

**JOBSOHIO  
GRANT AGREEMENT**

Grant Funds:		Program No.:	
Grantee:			
Project Street Address:			
Parcel ID:			
Project City:		Project State:	Project Zip:
Project County: Montgomery			
<b>Project Contact Name:</b>	<b>Project Contact Title:</b>	<b>Project Contact E-mail:</b>	<b>Telephone Number:</b>
Effective Date:		, 2024	
Metric Evaluation Date:		December 31, 2026	
Metric Expiration Date:		December 31, 2028	
<b>Metric Commitments (See Section 5(a))</b>			
Total Project Investment:			
Project Accomplishment:			

This Grant Agreement (the “**Agreement**”) is made and entered into by and between **JobsOhio** (“**Grantor**”) and the “**Grantee**” identified above, and sets forth the terms and conditions upon which Grantor will provide financial assistance to Grantee. Grantee will use the financial assistance in accordance with JobsOhio’s grant guidelines to invest in redevelopment activities associated with Grantee’s project at the Project Site Address identified above (the “**Project**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, payments made, other benefits conferred and exchanged, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Project Funding.**

(a) Grant and Use of Funds. Subject to the other provisions of this Section 1, Grantor hereby grants to Grantee the **Grant Funds** set forth above to be used for the sole and express purpose of undertaking and completing the Project. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Availability of Other Funds. The aggregate amount of funds necessary to pay Project costs is the amount of the **Total Project Investment** set forth above. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

## **2. Payment of Grant Funds.**

(a) Disbursement. Grantor shall disburse the Grant Funds on a reimbursement basis for Eligible Costs incurred after the Effective Date and no later than the Metric Evaluation Date in accordance with the terms of this Agreement. Grantee shall complete and submit reimbursement requests to Grantor, in the format required by Grantor, along with source documentation supporting the amounts of each reimbursement request and evidencing the Project investment completed and payment of related costs by Grantee.

(b) Condition for Final Disbursement; Retainer. Grantor shall holdback, retain and not disburse to Grantee 20% of the Grant Funds until submission by the Grantee of an Affidavit of Completion, in a form provided by Grantor, signed and certified in the same manner as the reports required by Section 6( d) of this Agreement.

(c) Eligible Costs. (i) Costs eligible for reimbursement under this Agreement include the following: Infrastructure, New Building Construction, Demolition, and Site Preparation.

(ii) Costs which are not eligible for such purposes under this Agreement include, but are not limited to: Asbestos Abatement, Lab Fees, Land Acquisition, Lead Based Paint Abatement, Environmental Remediation, Environmental Testing, Building Acquisition, Building Expansion, Building Renovation, Removal & Disposal of Waste, Administrative Costs, Legal Fees, Parking Lots, Planning Fees and Material Costs, Engineering Services, Relevant Professional Fees, Furniture/Fixtures/Equipment, Goods and Services For Personal Use, Interest on Borrowed Money, Environmental Insurances or Clearances, Lease and Rent Payments, Machinery and Equipment, Meals and Entertainment, Operational Maintenance Costs, Fines and Costs From Violations of Law, Contributions and Donations to Individuals, Relocation Expenses, Retirement of Bonds or Other Debt Instruments, Rolling Stock, Servicing, Signage/Lighting/Landscaping, Taxes, Tenant Improvements, and Travel Expenses.

(d) Disbursement Process. Grantee shall submit no more than three (3) reimbursement requests prior to the Metric Evaluation Date, with no request being less than \$50,000 (except for the final disbursement). Grantor shall review and act upon the reimbursement request information no later than thirty (30) days after receipt of the reimbursement request and corresponding source documentation. If Grantor determines during that thirty-day (30) period that all or a part of the expenses identified in the reimbursement request and source documentation are not eligible for reimbursement, Grantor shall immediately notify Grantee in writing of the deficiencies of the reimbursement request with sufficient particularity that Grantee is able to respond to such alleged deficiencies. Grantee shall have a period of no less than thirty (30) days (or such longer period as may be approved by Grantor) after receipt of notice of any alleged deficiency to cure same by providing additional information to Grantor, to the commercially reasonable satisfaction of the Grantor. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee.

**3. Grant Funds Not Expended.** If by the Metric Evaluation Date Grantee has not submitted any reimbursement requests in accordance with this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds.

## **4. Agreement Deadlines and Term.**

(a) Project Completion. Grantee shall complete the Project not later than the Metric Evaluation Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Metric Evaluation Date, Grantee must request an extension of time to complete the Project at least sixty (60) days before the scheduled Metric Evaluation Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Metric Expiration Date set forth on the first page of this Agreement, unless it is terminated earlier by mutual agreement or as provided in Section 9 (collectively, the “**Term**”). Grantee acknowledges that the Term extends beyond the Metric Evaluation Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

**5. Metrics and Maintenance of Operations.** Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of attracting and retaining business opportunities for the State of Ohio that create and/or retain a significant number of jobs for Ohioans. Accordingly, achieving Grantee’s Metric Commitment obligations at the Project site during the Term are essential terms of this Agreement.

(a) Metric Commitment. Grantee must attain all Metric Commitments set forth on the first page of this Agreement no later than the Metric Evaluation Date, unless otherwise changed in accordance with this Agreement. Once Metric Commitments have been met, Grantee shall maintain such Metric Commitments through the Metric Expiration Date. Grantor has the discretion to determine compliance.

(b) Notice of Change. If Grantee intends to reduce the Metric Commitments at the Project site, Grantee shall give Grantor prior written notice of such intended actions unless Grantee is prohibited by applicable law from giving such notice. If prior notice is prohibited, Grantee shall notify Grantor in the most expeditious manner possible at the time such intended actions are implemented.

(c) Remedy. If Grantee fails to satisfy its obligations under Section 5(a) or Section 6(b) during the Term, Grantee is in default of this Agreement and Grantor may seek the remedies provided to Grantor under section 9 of this Agreement. Notwithstanding, Grantor has the discretion to waive non-compliance if, in writing, Grantee submits to Grantor a description of **Market Conditions and Other Factors** regarding Grantee and its operations at the Project site. Grantor will review and consider such Market Conditions and Other Factors submitted and may waive repayment of all or a portion of the Grant Funds disbursed.

(d) Market Conditions and Other Factors. As used herein, “**Market Conditions and Other Factors**” include, without limitation: an overall decline in economic performance, as a whole or in Grantee’s relevant sector, during the term of this Agreement, and any other information Grantor determines in its reasonable judgment to be relevant under the circumstances.

## **6. Reporting.**

(a) Reimbursement Request. Grantee shall submit a reimbursement request in accordance with Section 2 of this Agreement and in the format required by Grantor with each request for reimbursement.

(b) Annual Reports. Grantee shall submit to Grantor an annual report in the format required by Grantor (the “**Annual Report**”). Each Annual Report shall provide information for the applicable reporting period detailing the progress of the Project as it relates to Project Accomplishment, including the status of required marketing efforts, and Total Project Investment as of December 31 of the previous calendar year. Annual Reports shall be submitted by Grantee for each calendar year (or part of a year) during the Term of this Agreement, and Grantor shall receive each Annual Report no later than March 1 following the calendar year covered by such Annual Report. Failure by Grantee to submit any Annual Report shall be a default for which Grantor may terminate this Agreement as set forth in Section 9.

(c) Other Reports. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee’s performance and the effectiveness of the award.

(d) Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign major contracts for work at the Project location on behalf of Grantee shall certify by his or her signature on each report required by this Section that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

## **7. Records Maintenance and Access.**

(a) Maintenance of Records. Grantee shall establish and maintain for at least three (3) years after the Metric Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours prior written notice, Grantee shall make available to Grantor and its agents all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor and its agents may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 7(b) from Grantee's other records of operation.

## **8. Representations and Warranties.**

(a) Organization. Grantee is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Ohio authorized to do business in the State of Ohio, and has power to carry on its business as it is presently being conducted, and to enter into and observe the provisions of this Agreement.

(b) Authority. The entering into and performance by Grantee of this Agreement and the execution and delivery of all instruments required under this Agreement have been authorized by all necessary corporate action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Grantee or any provision of Grantee's organizational documents, or result in a breach of or constitute a default under any indenture, bank loan, credit agreement or any other agreement or instrument to which Grantee is a party or by which it or its property may be bound or affected.

(c) Legal Actions. There are no legal actions, suits, or proceedings pending, or, to the knowledge of Grantee, threatened against Grantee before any court or arbitrator, or administrative agency, which, if determined adversely to Grantee, would have a material adverse effect on the financial condition or businesses of Grantee.

(d) Consents. No authorization, consent or approval, or any formal exception of any governmental body, regulatory authorities (federal, state or local) or mortgagor, creditor or third party is or was necessary to the valid execution and delivery by Grantee of this Agreement.

(e) Defaults. Grantee is not in default under this Agreement or under any other contract between Grantor and Grantee, nor is Grantee in default under any agreement between Grantee and the State of Ohio or any credit agreement under which funds are provided for the Project. Grantee is not in default of any

obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness, or any mortgage or collateral instrument securing the same, related to the Project.

(f) Tax Liability. Grantee represents and warrants that Grantee has no unresolved and outstanding tax liabilities to the State of Ohio.

(g) Environmental Conditions. Grantee represents and warrants that it has no knowledge of any material undisclosed, unresolved and outstanding environmental liabilities on the Project site.

(h) Adherence to State and Federal Laws. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(i) Falsification of Information. Grantee represents and warrants that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds.

(j) Representations in the Application. Grantee represents and warrants that each of its statements, representations and warranties made in the Application submitted to Grantor for this Project were and remain true, accurate and complete as of the date of Grantee's execution of this Agreement.

**9. Default and Remedies.** Except to the extent that this Agreement or applicable law requires otherwise, the remedies set forth in this Section are the sole and exclusive remedies available upon a violation, default or Breach of this Agreement.

(a) Breach. Grantee shall be deemed to be in "Breach" of this Agreement if:

(i) any representation, warranty or other certification made by a Grantee to Grantor hereunder or in any other writing related to the Project or the Grant Funds is knowingly or intentionally false or misleading at the time made,

(ii) Grantee fails to comply with the Metric Commitment requirements set forth in Section 5 hereof;

(iii) Grantee fails to timely comply with its reporting obligations under Section 6 hereof;

(iv) Grantor has reason to believe grantee has ceased work at the Project Site;

(v) Grantee is in default of any other agreement between Grantor and Grantee and such default continues beyond any applicable period of cure or grace;

(vi) Grantee fails to substantially comply with any material provision of this Agreement, and such failure continues uncured for more than a reasonable period following delivery of notice to Grantee by Grantor describing such failure in reasonable detail, which period will not be less than thirty (30) days. During the cure period, Grantee shall only make expenditures of Grant Funds pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement;

- (vii) Grantee admits its inability to pay its debts as such debts become due;
  - (viii) Grantee commences a voluntary bankruptcy; or
  - (ix) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days.
- (b) **Effect of Breach; Remedies.** In the event of a Breach by Grantor, Grantee may pursue any legal or equitable remedies it may have under this Agreement or applicable law. In the event of a Breach by Grantee, Grantor may terminate this Agreement and may in addition exercise one or more of the following remedies:
- (i) **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
  - (ii) **Demand Repayment of Grant Funds.** Grantor may demand repayment of all or a portion of Grant Funds disbursed. Grantee shall repay such Grant Funds within thirty (30) days after written demand by Grantor.
  - (iii) **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- (c) **Remedies Cumulative.** No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- (d) **Effects of Termination.** Within sixty (60) days after termination of this Agreement for any reason, Grantee shall provide Grantor with a final report setting forth the Metric Commitments achieved by Grantee from the Effective Date through the date of termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. This final report shall be signed and certified in the same manner as the reports required by Section 6 of this Agreement. This reporting obligation shall survive the termination of the Agreement.
- (e) **Grantor's Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

**10. Indemnification.** Grantee shall indemnify and hold harmless Grantor and its directors, members, employees and agents from any and all liability, loss, claim, damage, cost and expense arising from or related to this Agreement, including, without limitation, any failure of any representation or warranty of Grantee to be correct in all respects and any performance or non-performance by Grantee, its directors, officers, employees, agents or affiliates of any obligations or activities under this Agreement or in furtherance of the Project. Grantee shall bear all costs associated with the defense of Grantor and its directors, members, employees and agents against any claim for which Grantee may be liable under this Section.

**11. Notice.** Except for reimbursement requests and Annual Reports, any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if either (a) by electronic transmission (including in Adobe PDF format); (b) mailed by first class certified or registered mail; or (c) sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

JobsOhio  
41 South High Street  
Suite 1500  
Columbus, Ohio 43215  
Attn: Donell Grubbs, General Counsel  
grubbs@jobsOhio.com

If to Grantee:

To the Grantee Contact and address as set forth on page one of this Agreement, or as set forth below:

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## 12. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, its validity, construction, effect and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee further agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) **Disclosure of Information.** Grantee understands, consents and agrees, that Grantor may use and is required to report and disclose to third parties, including but not limited to the State of Ohio, this Agreement and the information contained therein, and the reports required by Section 6 of this Agreement and the information contained therein.

(d) **Use of Grantee Name and Logos.** Grantee understands, consents and agrees that Grantor may use and publish Grantee's name and company logo in promotional materials of Grantor, and Grantee hereby grants to Grantor a limited license to use and publish Grantee's name and logo only and expressly for those purposes. In addition, Grantee agrees that JobsOhio may (i) issue a press release following execution of this Agreement describing the Project, and (ii) refer to JobsOhio's role in providing the Grant Funds, as well as the identity of the Grantee, on its internet site, social media channels or in marketing materials, press releases, published "tombstone" announcements or any other print or electronic medium, and (iii) display Grantee's corporate logo in conjunction with any such reference, in each case, only after providing Grantee with a reasonable opportunity to review and provide comments to the same and after receipt of Grantee's written consent thereto, such consent not to be unreasonably withheld, delayed or conditioned.

(e) **Transaction Publicity.** During construction and site work at the Project Site, and through the Metric Evaluation Date, Grantee agrees to place one or more construction signs in a prominent location at the Project Site that contain the corporate logos of JobsOhio and its Regional Network Partner.

(f) **Entire Agreement.** This Agreement constitutes the legal, valid, and binding obligation of the parties. This Agreement and all documents incorporated by reference herein, together constitute the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed

to affect or modify any of the terms or conditions of this Agreement.

(g) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(h) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(i) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(j) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(k) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(l) Assignment. Neither this Agreement nor any of the rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(m) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(n) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

**[Signature Page Immediately Follows]**



**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures, effective as of the Effective Date:

**Grantee:**  
**, LLC,**  
an Ohio limited liability company

**Grantor:**  
**JobsOhio,**  
an Ohio non-profit corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_