The Board of Education of Licking Heights Local School District, Ohio (the "Board"), met in regular session on April 20, 2021, commencing at 7:00 p.m., at the Central Intermediate School, 6565 Summit Road, Pataskala, Ohio, with the following members present:

Mark Rader, President
Brian Bagley, Member
Tracy Russ, Member
Paul Johnson, Vice President
Tiffany Blumhorst, Member

Mr./Ms. Johnson moved the adoption of the following Resolution:

A RESOLUTION WAIVING REQUIRED NOTICES AND APPROVING A COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE CITY OF PATASKALA AND RRWCP COLUMBUS PROPERTY, LLC AND A TAX INCREMENT FINANCING ORDINANCE TO BE PASSED BY THE CITY OF PATASKALA; APPROVING A SCHOOL COMPENSATION AGREEMENT WITH RRWCP COLUMBUS PROPERTY, LLC; AND MAKING RELATED AUTHORIZATIONS.

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.65 et seq. (the "CRA Act"), the City of Pataskala, Ohio (the "City") may enter into agreements providing property owners with real property tax exemptions under certain circumstances; and

WHEREAS, RRWCP Columbus Property, LLC, a Delaware limited liability company (the "Developer"), desires to construct new buildings with, cumulatively, approximately 1,500,000 – 2,000,000 square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing, e-commerce and/or professional office space, together with related site improvements (the "Project") on a site located within the City (the "Project Site"); and

WHEREAS, the City and the Developer desire to enter into a Community Reinvestment Area Agreement (the "CRA Agreement," substantially in the form attached hereto as Exhibit A and incorporated herein by this reference), which CRA Agreement would provide the Developer with a 15 year, 100% real property tax exemption on new buildings constructed at the Project Site; and

WHEREAS, the Project Site is located partially within the Licking Heights Local School District (the "School District") and is more particularly described in the CRA Agreement; and

WHEREAS, pursuant to the CRA Act, the Board of Education (the "Board") of the School District is required to approve the terms of the CRA Agreement before the CRA Agreement is approved by City Council; and

WHEREAS, the City also desires to pass an ordinance (the "TIF Ordinance,") declaring the improvement (as defined in R.C. Section 5709.40 and the TIF Ordinance) to the Project Site

to be a public purpose and exempt from real property taxes, provided that the exemption provided pursuant to the TIF Ordinance shall be subordinate to the exemption provided pursuant to the CRA Agreement; and

WHEREAS, because the TIF Ordinance provides that payments in lieu of taxes shall be paid to the School District in an amount equal to the amount of the taxes that would have been payable to the School District but for the exemption provided in the TIF Ordinance, Board approval of the TIF Ordinance is not required pursuant to R.C. Section 5709.40(D)(1); and

WHEREAS, pursuant to the Memorandum of Understanding dated November 21, 2019 between the City and the School District (the "MOU"), the School District has agreed to approve certain exemptions that comply with the terms stated in the MOU; and

WHEREAS, the Board and the Developer have agreed upon the terms of a School Compensation Agreement (the "School Compensation Agreement," substantially in the form attached hereto as Exhibit B and incorporated herein by this reference), pursuant to which the Developer will pay compensation to the School District in return for this Board's approval of the CRA Agreement, which School Compensation Agreement is consistent with the terms of the MOU; and

WHEREAS, the City has ratified and incorporated the MOU into the CRA Agreement, pursuant to which the City will pay a portion of City Income Tax revenue collected from abated property at the Project Site located within the School District to the School District consistent with the terms of the MOU in return for this Board's approval of the CRA Agreement; and

WHEREAS, the City has requested that the Board (i) approve the 15 year, 100% exemptions to be provided in the CRA Agreement, and (ii) waive all required statutory notices associated with the execution of the CRA Agreement and the passage of the TIF Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Licking Heights Local School District, a majority of its members concurring that:

Section 1. The Board has received copies of the CRA Agreement and the TIF Ordinance.

Section 2. In consideration of the compensation to be provided to the School District from the Developer under the School Compensation Agreement and the City pursuant to the MOU incorporated into the CRA Agreement, this Board hereby (i) approves the CRA Agreement and the 15 year, 100% exemptions provided therein, (ii) waives the 45 business-day notice for the CRA Agreement required pursuant to R.C. Section 3735.671(A), (iii) waives the 14-day notice for the CRA Agreement required pursuant to R.C. Section 5709.83, (v) waives the 14-day notice for the TIF Ordinance required pursuant to R.C. Section 5709.83, (vi) agrees that the compensation to be provided to the School District by the Developer under the School Compensation Agreement is the only compensation to be received from the Developer pursuant to R.C. Section 5709.82 in connection with the CRA Agreement and TIF Ordinance; (vii) agrees that the City's ratification and incorporation of the MOU into the CRA Agreement satisfies the

requirements set forth in Sections 1 and 2 of MOU that the City execute and deliver compensation agreements to the School District; and (vii) agrees that the income tax revenue sharing to be provided by the City pursuant to the MOU is the only compensation to be received from the City pursuant to R.C. Section 5709.82 in connection with the CRA Agreement.

Section 3. The School Compensation Agreement by and between the Developer and the School District, substantially in the form attached hereto as Exhibit B, is hereby approved, and the President of this Board is hereby authorized to execute and deliver the School Compensation Agreement with such changes as are not inconsistent with this Resolution, are not substantially adverse to the School District and are approved by the President, all of which shall be evidenced conclusively by the execution of the School Compensation Agreement by the President.

Section 4. This Board finds that the CRA Agreement, TIF Ordinance, and School Compensation Agreement are consistent with the terms of the MOU.

Section 5. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

Section 6. This Resolution shall be in full force and effect upon its adoption.

Mr./Ms. Russ seconded the motion.

Upon roll call on the adoption of the Resolution, the vote was as follows:

Mark Rader	aye
Paul Johnson	aye
Brian Bagley	aye
Tiffany Blumhorst	aye
Tracy Russ	aye

TREASURER/CFO'S CERTIFICATION

The above is a true and correct extract from the minutes of the regular meeting of the Board of Education of Licking Heights Local School District, Ohio, held on April 20, 2021 in accordance with the requirements of R.C. Section 3313.14, showing the adoption of the Resolution hereinabove set forth.

Dated: April 20, 2021

Treasurer, Board of Education
Licking Heights Local School District

EXHIBIT A

FORM OF CRA AGREEMENT

(attached hereto)

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") made and entered into by and between the City of Pataskala, Ohio (the "City"), a political subdivision of the State of Ohio (the "State"); and RRWCP Columbus Property, LLC, a Delaware limited liability company, with its main offices located at 1201 Main Street, Suite 2360, Columbia, SC 29201, its affiliates, successors, nominees and/or assigns (collectively, the "Company"),

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Ordinance No. _____, adopted by City Council on _____, _____ (the "Ordinance"), designated the area specified in the Ordinance as the _____ Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, in accordance with R.C. Section 3735.66, the Ohio Director of Development has forwarded to the City the Director's determination, dated _____, ____, that the findings contained in the Ordinance are valid, and that the CRA qualifies as a community reinvestment area under the CRA Act; and

WHEREAS, the Company has acquired or intends to acquire or cause to be acquired the real property contained within the City and the CRA described in Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Company has submitted to the City an application for a community reinvestment area agreement (the "Application"); and

WHEREAS, the Company proposes to establish at the Project Site a master plan-based industrial park by construction of new buildings with, cumulatively, approximately 1,500,000 – 2,000,000 square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing, e-commerce and/or professional office space, together with related site improvements, all as more particularly described in the Application (collectively, the "Project") (each individual building within the Project, with its related site improvements and any expansion that increases the total square footage of a building, may be referred to hereinafter from time to time as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Company does not anticipate that it will equip or occupy Buildings or hire employees at the Project Site; rather, the Company intends to transfer any combination of Buildings, parts thereof or portions of the Project Site to one or more transferees by lease, sale

and/or other means of transfer (the Company and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 17 hereof in order to bind each Owner to and under this Agreement; and

WHEREAS, the Company has remitted with the Application the required state application fee of $750.00, made payable to the Ohio Development Services Agency, to be forwarded with the executed Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the City and the Company desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Southwest Licking Local School District ("Southwest Licking") and the Licking Heights Local School District ("Licking Heights," and collectively, with Southwest Licking, the "School Districts") and in the Career and Technical Education Center of Licking County, and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application; and

WHEREAS, pursuant to the Memorandum of Understanding dated November 21, 2019 by and between the City and the School Districts (the "MOU"), the School Districts have agreed to approve certain exemptions that comply with the terms stated in the MOU; and

WHEREAS, City Council, by Ordinance No. _____, adopted _____, 2021, has approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, pursuant to R.C. Section 3735.671, the Boards of Education of the School Districts have (i) approved the terms of this Agreement contingent upon the execution of a Compensation Agreement with each (the "Compensation Agreements"), including the one hundred percent (100%) real property tax exemption for up to fifteen (15) years for new construction; and (ii) waived their rights to receive the forty-five day and fourteen-day notices under R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project.

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

1. Project. The Owners, their lessees and/or their successors or assigns shall make a good faith effort to complete the Project. The cost of the investments to be made in connection with the Project by the Owners, their lessees and/or their successors or assigns is estimated as (i)

approximately $75 million to $100 million for construction of new buildings to contain, cumulatively, approximately 1,500,000 – 2,000,000 square feet of space; (ii) approximately $15 million to $20 million for acquisition of machinery and equipment; (iii) $0 for acquisition of furniture and fixtures; and (iv) $0 for acquisition of inventory at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. **Values of Personal Property.** The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, located at another location in Ohio prior to the execution of this Agreement and relocated or to be relocated from that location to the Project Site, is $0. The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is $0. The average value for Ohio personal property tax purposes of the inventory of the Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is $0. The average value for Ohio personal property tax purposes of the inventory of the Company at the Project Site prior to the execution of this Agreement is $0.

3. **Project Schedule.** The scheduled estimated starting month for the Project investments to made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately 2021; and the scheduled estimated completion month for such investments is no later than approximately December 2024. Unless this Agreement is amended to provide otherwise, for purposes of this Agreement, the Project shall be considered complete in the month (the "Completion Month") that is the earliest of (i) December 2027, (ii) twelve (12) months after the completion of a Building that increases the total footprint area (measured by determining the square foot area of the ground floor of each Building on the Project Site; hereinafter, the "Total Footprint Area") to greater than or equal to 700,000 square feet, or (iii) twelve (12) months after the completion of a Building that increases the Total Footprint Area to more than 90% of the maximum Total Footprint Area, as that maximum Total Footprint Area is set forth in applicable zoning regulations. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

4. **Employee Positions.** The Owners shall use their good faith and commercially reasonable efforts to cause and/or facilitate the creation at the Project Site of, cumulatively, (i) approximately 500 to 1,000 full-time permanent employee positions with a total annual payroll of approximately $17,500,000 to $35,000,000, (ii) 0 full-time temporary employee positions, (iii) 0 part-time permanent employee positions and (iv) 0 part-time temporary employee positions. Hiring of such employees is estimated to commence in approximately 2022 and to continue incrementally over the succeeding three to five years, with approximately 100 to 200 employees, cumulatively, to be added each year. Currently, the Owners have no employees at the Project Site. The

approximate number of employee positions of the Company in Ohio at locations other than the Project Site as of the date of execution of this Agreement is 0 full-time permanent employee positions, 0 part-time permanent employee positions, 0 full-time temporary employee positions, and 0 part-time temporary employee positions. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by Owners other than the Company, or by lessees of Owners.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "Council) any information reasonably required by the Council to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 if requested by the Council.

6. Real Property Tax Exemption. The City hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Building constructed at the Project Site, including, but not limited to, expansions of existing Buildings that increase the square footage of such Buildings. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. Unless subsequently extended by the City, no exemption shall commence after the earlier of (i) the tax year after the Completion Month, or (ii) tax year 2041 (i.e., tax lien date January 1, 2041). Unless subsequently extended by the City, no exemption shall extend beyond tax year 2055 (i.e., tax lien date January 1, 2055). Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen years at most, the real property exemption period for the Project as a whole may last more than fifteen years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 17 of this Agreement, Section 21 of this Agreement, or both Sections 17 and 21 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that (i) upon receipt of the real property tax exemption application, the Housing Officer shall verify and investigate the facts and circumstances necessary to determine whether the real property improvement is eligible for a tax exemption pursuant to this Agreement; and (ii) if the Housing Officer determines that the real property improvement is eligible for a tax exemption, the Housing Officer shall certify the tax exemption to the Licking County Auditor.

8. Waiver of Other Real Property Tax Exemptions. The Company, for itself and for any other Owner, hereby covenants that for the term of the exemptions set forth in City Ordinance No. _____, passed _____, 2021 (the "TIF Ordinance"), it waives the right to any other exemption from real property taxes for the Project Site, other than the exemptions provided by this CRA Agreement and the TIF Ordinance.

9. Payment of Non-Exempt Taxes. Each Owner shall pay such real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter; provided, however, to the extent permitted by law, the City may elect to reinstate such exemptions under terms acceptable to the City. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

10. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The City shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building or other permits, and (ii) all other activities related to the Project.

11. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty days of written notice thereof to such Owner, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure and elects not to reinstate such exemptions. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s).

12. Certification as to No Delinquent Taxes. The Company hereby certifies that at the time this Agreement is executed, (i) it 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 it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against the Company. For the purposes of this 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.

13. Termination or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement and with respect to the total investment associated with the Project, and such failure is not corrected within thirty days of written notice

thereof to such Owner, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such default or has made such fraudulent certification, from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). In addition to the written notice provided to the defaulting Owner, the City also shall provide notice of any material failure pursuant to this Section 13 to the lender or lenders designated in writing by the Company to the City. The City hereby agrees that any cure performed by such lender or lenders within the time period provided in this Section 13 shall be treated as if the cure was performed by the defaulting Owner.

14. Approval by the City. The Owners and the City acknowledge that this Agreement must be approved by formal actions of the legislative authority of the City as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Ordinance No. _____ on _____, 2021, this Agreement shall be effective immediately upon its execution.

15. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

17. Transfer and/or Assignment; Release from Liability.

A. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Company, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity affiliated with the Company or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to subsidiaries and/or affiliates); and/or (iii) successor entities to any such Permitted Transferee as described in the preceding clauses (i) and

(ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the City an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially one of the forms attached hereto as Exhibit B.1 and Exhibit B.2, wherein such Permitted Transferee (i) assumes all obligations of the Company under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the City of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The City agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

B. As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the City of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

18. Income Tax Revenue Sharing. The City acknowledges that the School Districts' approval of this Agreement and the real property tax exemption granted herein is expressly contingent upon the City sharing the income tax revenue generated from the Project Site with the School Districts upon the terms and conditions set forth in the MOU. The City ratifies and incorporates the obligations set forth in the MOU, attached hereto and incorporated herein as Exhibit C, as if fully set forth herein. This ratification and incorporation satisfies the requirements set forth in Sections 1 and 2 of MOU that the City execute and deliver compensation agreements to the School Districts.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

20. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

21. Validity. The Owners and the City covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners and the City

waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners and the City shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

22. Modifications. If, notwithstanding Section 17 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement, which the City shall not unreasonably reject or delay.

23. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the City, to:

City Administrator
City of Pataskala, Ohio
621 W. Broad Street
Pataskala, OH 43062

With a copy to:

_____
_____
_____
_____

If to the Company, to:

John T. Barker, Jr., SIOR
President and Chief Development Officer
RRWCP Columbus Property, LLC
1201 Main Street, Suite 2360
Columbia, SC 29201

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

24. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). 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 R.C. 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. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

25. Annual Fee. The Company, on behalf of all of the Owners, shall pay an annual fee equal to $2,500. The fee shall be paid by the Company to the City once per year, on or after July 1st of each year this Agreement is in effect, within thirty (30) days of receipt of an invoice from the City. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.672 and by the Council created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that Section.

26. Termination. This Agreement shall be in full force and effect until December 31 of the last tax year in which exemptions can be claimed pursuant to Section 6 of this Agreement, after which this Agreement and the obligations of all parties hereto shall terminate.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2020.

CITY OF PATASKALA, OHIO

By:_____

Print Name: _____

Title:_____

APPROVED AS TO FORM:

_____
City Director of Law

RRWCP COLUMBUS PROPERTY, LLC, a Delaware limited liability company

By:_____

Print Name: _____

Title:_____

STATE OF _____,

COUNTY OF _____, SS:

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

The foregoing instrument was signed and acknowledged before me this ___ day of _____, ____, by _____, the _____ of the City of Pataskala, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

_____
Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

The foregoing instrument was signed and acknowledged before me this ___ day of _____, ____, by _____, the _____ of RRWCP Columbus Property, LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
Notary Public

[Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.]

APPROVAL OF BOARDS OF EDUCATION

The Board of Education of the Licking Heights Local School District approves this Community Reinvestment Area Agreement.

BOARD OF EDUCATION OF THE
LICKING HEIGHTS LOCAL SCHOOL DISTRICT

By: Mark Rader

Print Name: Mark Rader

Title: President, Board of Education

Date: 4/20/2021

The Board of Education of the Southwest Licking Local School District approves this Community Reinvestment Area Agreement.

BOARD OF EDUCATION OF THE
SOUTHWEST LICKING LOCAL SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Map and Description of Project Site

The Project Site is the real estate situated in the City of Pataskala, County of Licking and State of Ohio consisting of the tax year 2020 parcel number(s) listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), depicted on the map and described on the legal description attached hereto:

063-140508-00.000
064-152898-00.001
063-140724-00.001
063-140724-00.000

EXHIBIT B.1
TO COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Initial Assignment Intra-Affiliated Group or to Third Party]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Pataskala, Ohio, a political subdivision of the State of Ohio (the "City"); _____, a _____ (the "Company") and _____, a _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between RRWCP Columbus Property, LLC ("Red Rock") and the City, made effective _____ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the City, by Ordinance No. _____, adopted by City Council on _____, _____ (the "Ordinance"), designated the area specified in the Ordinance as the _____ Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, City Council, by Ordinance No. _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the City; and

WHEREAS, on_____, Red Rock and the City entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Successor has succeeded on _____, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement.

WHEREAS, this Agreement is being made in accordance with Section 17 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 ("Provision of Information"), Section 9 ("Payment of Non-Exempt Taxes"), Section 12 ("Certification as to No Delinquent Taxes"), and Section 23 ("R.C. Section 9.66 Covenants").

3. The City acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, Red Rock, any Occupant, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 17(B) of the CRA Agreement, the Company and Red Rock are released from any and all liability under the CRA Agreement with respect to the Transferred Property

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 22 thereof, addressed as follows:

_____
_____
_____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

CITY OF PATASKALA, OHIO

By:_____

Print Name: _____

Title:_____

APPROVED AS TO FORM:

_____
City Director of Law

COMPANY

_____, a _____

By:_____

Print Name: _____

Title:_____

SUCCESSOR

_____, a _____

By:_____

Print Name: _____

Title:_____

EXHIBIT A
TO ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT B.2
TO COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Third Party]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Pataskala, Ohio (the "City"); _____, a _____ (the "Company") and _____, a _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between RRWCP Columbus Property, LLC, a Delaware limited liability company ("Red Rock"), predecessor-in-interest to the Company, and the City, made effective _____ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, the City, by Ordinance No. _____, adopted by City Council on _____, _____ (the "Ordinance"), designated the area specified in the Ordinance as the _____ Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, City Council, by Ordinance No. _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the City; and

WHEREAS, on_____, Red Rock and the City entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__, the Company succeeded on _____, 20__ to the interest of Red Rock in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____, 20__ (the "Initial Assignment"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of Red Rock in and to the CRA Agreement with respect to the Transferred Property; and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on _____, 20__ (the

"Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 17 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 ("Provision of Information"), Section 9 ("Payment of Non-Exempt Taxes"), Section 12 ("Certification as to No Delinquent Taxes"), and Section 23 ("R.C. Section 9.66 Covenants").

2. The City acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, Red Rock, any Occupant, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions,

and obligations, as an "Owner" under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 17(B) of the CRA Agreement, the Company and Red Rock are released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 22 thereof, addressed as follows:

_____
_____
_____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

CITY OF PATASKALA, OHIO

By:_____

Print Name: _____

Title:_____

APPROVED AS TO FORM:

_____
City Director of Law

COMPANY

_____, a _____

By:_____

Print Name: _____

Title:_____

SUCCESSOR

_____, a _____

By:_____

Print Name: _____

Title:_____

EXHIBIT A
TO ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(attached hereto)

EXHIBIT C
TO ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT C
TO COMMUNITY REINVESTMENT AREA AGREEMENT

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into as of this 21st day of November 2019 (the "Effective Date"), by and between the City of Pataskala, Ohio (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter, and the Board of Education (the "Board of Education") of the Licking Heights Local School District (the "School District"), a school district organized and existing under the constitution and laws of the State of Ohio.

WHEREAS, it has been and is in the best interests of the City to designate certain areas common to the jurisdictional areas of the City and the School District for commercial, industrial, and other business development from time to time; and

WHEREAS, the City has created an economic development district within an area of the City known as the "Pataskala Corporate Park" (the "Corporate Park"); and

WHEREAS, a portion of the area within the Corporate Park, as shown on Exhibit A attached hereto (the "Southwest Licking Area"), is within the territorial boundaries of the School District; and

WHEREAS, another portion of the area within the Corporate Park, as shown on Exhibit B attached hereto, (the "Licking Heights Area"), is within the territorial boundaries of the Licking Heights Local School District (the "Licking Heights District"); and

WHEREAS, the City anticipates that, to facilitate development of properties within the Licking Heights Area and/or Southwest Licking Area, it may be necessary to exempt some or all of the parcels, including improvements thereon, from real property taxes pursuant to (a) a community reinvestment area (a "CRA") under R.C. Sections 3735.65 et seq. ("CRA Exemptions") or (b) an area subject to non-school tax increment financing (a "TIF") under R.C. 5709.40 et seq. ("TIF Exemptions"); and

WHEREAS, under R.C. Chapter 718, the City levies an income tax within the Licking Heights Area and the Southwest Licking Area on income earned by persons working in the Licking Heights Area and the Southwest Licking Area and on the profits of business located in the Licking Heights Area and the Southwest Licking Area (the "City Income Tax"); and

WHEREAS, R.C. 5709.82 entitles the School District to compensation in connection with certain property tax abatements, including but not limited to certain CRAs and TIFs; and

WHEREAS, the City and the School District desire to articulate terms, described in this MOU, under which the School District will support the use of the CRA Exemptions within the Southwest Licking Area by means of agreeing to a compensation agreement by and among the School District, the City, and the applicable property owner; and

WHEREAS, the City and the Southwest Licking Local School District similarly desire to articulate in a separate memorandum of understanding (the "Licking Heights MOU") terms under which the Southwest Licking Local School District will support the use of CRA Exemptions within the Southwest Licking Local School District Area by means of agreeing to a compensation

agreement by and among the Southwest Licking Local School District, the City, and the applicable property owner; and

WHEREAS, the Board of Education of the School District by its Resolution No. ____ adopted _____, 2019, a true copy of which is attached hereto as Exhibit C (the "School District Resolution"), and the City Council of the City by its Ordinance 2019-4248 adopted 11/4, 2019, a true copy of which is attached hereto as Exhibit C, have approved and authorized the execution of this MOU; and

WHEREAS, the Board of Education of the Licking Heights District has or will adopt the Licking Heights MOU, the terms of which are substantially the same as this MOU, with the exception that the Licking Heights MOU binds the City and the Licking Heights District;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree to the foregoing premises and as follows:

Section 1. Conditions for School District Consent. School District consent to any CRA within the Licking Heights Area is expressly conditioned upon execution and delivery by the City and the applicable property owner, together with the School District, of a compensation agreement with the following terms, each applicable for the life of any municipal exemption (CRA or TIF) with respect to the abated property, and each without regard to the amount of the payroll generated by the development for which an exemption is to be provided or any infrastructure costs incurred by the City in connection with the same:

a. Any TIF established by the City with respect to the applicable property shall be implemented on a non-school basis by providing that the School District will receive the amount of the taxes that would have been payable to the School District if the increases in assessed value with respect to the property had not been exempted from taxation pursuant to the TIF.

b. The City quarterly shall pay the School District 50% of all City Income Tax due to the City and relating to employee or net profit income earned on the applicable property without regard to the amount of income generated with respect to the applicable property (and without offset for any credit provided by the City with respect to municipal income taxes paid by a taxpayer to another municipality or under a joint economic development district or joint economic development zone) for 15 years for each abatement approved by the School District. In other words, the City shall share 50% of all City Income Tax collected with respect to the applicable property beginning with the first dollar collected from such property in each quarter. Such payments shall be made on a quarterly basis no later than 30 days after the end of each calendar quarter. The City and the School District shall cooperate in calculating the compensation payments due hereunder to ensure accuracy, fairness, and that the spirit of this MOU is maintained. The City shall provide such information relating to the City Income Tax as the School District shall reasonably request in order to confirm amounts due to the School District with respect to an abated property.

c. The applicable property owner shall pay to the School District an amount equal to 12% of the property tax revenue to which the School District would have been entitled in the absence of the CRA (PILOT). Such amount shall be due and payable to the School District semi-annually on the dates set forth in the applicable compensation agreement, beginning in the first tax year for which the property owner shall receive a real property tax exemption and continuing for so long as the applicable exemption remains in effect. School District approval of a proposed abatement hereunder shall not be contingent on any compensation other as expressly stated herein. The City agrees that, if an enterprise fails to pay the School District the PILOTs when due, and such failure persists without cure for a period of 60 days, the City shall either terminate the CRA or otherwise provide for payment to the School District of the amount then due.

d. In the event that a CRA is established with respect to a tract of real property with portions in both the Southwest Licking Area and the Licking Heights Area, the School District and the Licking Heights District shall be entitled to pro rata shares, allocated in accordance with their respective portions of the acreage of the applicable tract, of the compensation set forth in Sections 1(a) and (b) of this MOU.

e. The City shall provide to the School District, prior to obtaining School District approval of the compensation agreement applicable to an abated property, substantially final copies of all compensation agreements or similar instruments between the City, the County, or any other political subdivision and the owner of the abated property or any enterprise to be located on the abated property.

f. The compensation agreement shall provide that the owner of the abated property shall pay costs incurred by the School District, including attorney fees, in connection with reviewing and approving the proposed abatement in an amount not to exceed $10,000.

Section 2. School District Approval of CRAs in Licking Heights Local School District Area. Subject to the City's execution and delivery of and compliance with a compensation agreement according to the conditions set forth in Section 1 hereof, the Board of Education of the School District approves and consents to, and agrees it will not challenge any CRA or CRA Exemption, as, when, and to the extent authorized and implemented by the City, subject to the following conditions:

a. No exemptions shall be granted for the portions of any development involving retail, restaurant, or similar business operations.

b. No exemptions shall be granted for any development that does not result in new annual payroll associated to the creation of new employment positions in excess of $1,000,000, exclusive of benefits.

c. In the event that the City decides to abate any portion of the income tax withheld or paid by an enterprise, the portion of income tax to which the School District shall be entitled shall be computed as if such income tax abatement were not made and paid without regard to such income tax abatement by the City.

d. The City will provide copies of all applications for any CRA Exemption or TIF Exemption, as well as the applicable compensation agreement, to the School District 30 days prior to enacting legislation granting a CRA Exemption or a TIF Exemption.

e. The School District will have a reasonable opportunity to meet with representatives of any enterprise to which the City proposes to grant a CRA Exemption prior to the City enacting legislation granting either exemption.
f. The School District and the enterprise to receive the exemption must reach an agreement for compensation by the enterprise according to the terms set forth herein and satisfactory to the School District, before the City enacts legislation granting a CRA Exemption.
g. The conditions in e. and f. above are considered met, if the enterprise agrees to pay the PILOT in full.

Section 3. Amendment. This MOU may be amended or modified by the parties only in writing, signed by both parties to the MOU.

Section 4. Entire MOU, Waiver of Notice. This MOU merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this MOU. Except as provided elsewhere in this MOU, the School District, by adoption of the School District Resolution and execution of this MOU, agrees to accept 30-day notice in connection with the TIFs and CRAs and waives any separate notice requirements, including, but not limited to, those set forth in R.C. Sections 3735.67, 3735.671, 5709.40, 5709.83 and 5715.27. Notwithstanding the provisions of this Section 4, the City agrees to provide to the School District courtesy copies of all documents relating to the R.C. Sections mentioned in this Section as soon as practicable but in no event later than the date such documents may be filed with any other entity.

Section 5. City Commitment for Granting CRA Incentives. The City agrees not to enter into an agreement under Section 3735.671 of the Revised Code granting a CRA real property tax exemption unless the owners of the real property to which that exemption will apply have committed in writing, through deed restrictions or covenants, to retain that real property in the School District. Those restrictions or covenants shall prohibit any owner of the real property to which that agreement and its CRA real property tax exemption apply (the "CRA Exempted Property") from consenting to, proposing, petitioning, or failing to object, as applicable, for the transfer of any of that CRA Exempted Property from the jurisdiction of the School District to the jurisdiction of any other school district without the prior written consent of the School District. Those restrictions or covenants shall provide that they are binding on the owner and any subsequent owners of the CRA Exempted Property, and shall further provide that they are enforceable by the School District as a third party beneficiary against the owner and any subsequent owner.

Section 6. Notices and Communications. All payments, certificates, and notices which are required to or may be given pursuant to the provisions of this MOU shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:	City of Pataskala, Ohio Attn: City Administrator Suite 2-B 621 West Broad Street Pataskala, Ohio 43062
If to the School District:	Licking Heights Local School District Attn: Superintendent 6539 Summit Road Pataskala, Ohio 43062

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

The City and the School District are mutually committed to ongoing and open communication regarding developments in the Licking Heights Local School District Area, all consistent with established City practices and in addition to the School District's full participation in the meetings of the Tax Incentive Review Council established for the Licking Heights Local School District Area. The City and the School District will work together to address any unintended or unexpected disadvantages for the School District under any of the changes to the School District's funding and, in such event, hereby agree to negotiate in good faith any necessary amendments to this MOU as may be necessary in the judgement of the School District to protect the School District's financial interests in connection with such changes.

Section 7. Counterparts. This MOU may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this MOU may execute this MOU by signing any such counterpart.

Section 8. Violation of MOU. In the event that either party violates this MOU with respect to any exemption, this MOU shall be terminated and no further exemption may be granted in reliance upon it. In addition, the party violating the MOU agrees to pay the reasonable attorney fees of the other party incurred in enforcing the terms of this MOU with respect to any exemption granted prior to the violation of this MOU; provided, however, that such obligation (if incurred beyond the current fiscal year of the applicable party) is subject to appropriation by Board or City Council, as applicable

Section 9. Extent of Covenants, Binding Effect; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this MOU shall be effective to the extent authorized and permitted by applicable law. Each provision of the MOU is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under the law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this MOU. Each duty of the City and its bodies, officers, and employees, undertaken pursuant to the MOU, is established as a duty of the City and of each such officer, employee, or body having authority to perform that duty, specifically enjoined by law resulting from an office, trust, or station within the meaning R.C. Section 2731.01, providing for enforcement by writ of mandamus. No such covenant, stipulation, obligation, or agreement shall

be deemed a covenant, stipulation, obligation, or agreement of any present or future member, officer, agent, or employee of any parties in their individual capacity.

Section 10. Effective Date; Term. This MOU shall be in effect, unless otherwise terminated in accordance with the terms hereof, beginning on the Effective Date and terminating on the tenth anniversary of the MOU; provided, however, that, this MOU shall automatically extend for two renewal terms of ten (10) years each in duration unless (i) either the City of the School District notifies the other party in writing at least one year prior to the expiration of the original term that it does not intend to renew this MOU, or (ii) either the City or the School District notifies the other party in writing at least one year prior to the expiration of the original term or any renewal term that it is requesting to extend this MOU beyond the originally contemplated term of ten (10) years or the originally contemplated renewal term of ten (10) years, as applicable, in which case this MOU shall extend in accordance with such written request if such written request is accepted by the other party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF PATASKALA, OHIO

By: _____
City Administrator

Approved as to form:

_____
Director of Law

LICKING HEIGHTS LOCAL SCHOOL DISTRICT

By: _____
Board President

By: _____
Treasurer

ATTACHEMENT A

Southwest Licking Area

Licking Heights L.S.D.
PATASKALA
Southwest Licking L.S.D.

ATTACHMENT B

Licking Heights Area

PATAMALALA
Southwest Listing L.S.D.
Listing Heights L.S.D.
LOT NO 4
LOT NO 3
LOT NO 2
LOT NO 1
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EXHIBIT B

FORM OF SCHOOL COMPENSATION AGREEMENT

(attached hereto)

SCHOOL DISTRICT DONATION AGREEMENT

This School District Donation Agreement (this "Agreement") is made and entered into effective the last date signed below (the "Effective Date") by and between RRWCP Columbus Property, LLC, a Delaware limited liability company, its affiliates, successors, nominees and/or assigns (collectively, the "Company"); and the Licking Heights Local School District, a political subdivision of the State of Ohio through its Board of Education (the "School District").

WITNESSETH:

WHEREAS, the Company desires to construct new buildings with, cumulatively, approximately 1,500,000 – 2,000,000 square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing, e-commerce and/or professional office space, together with related site improvements (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, in connection with the construction of the Project, pursuant to Ohio Revised Code ("R.C.") Section 3735.671, the City of Pataskala, Ohio (the "City") has entered into or will enter into a community reinvestment area agreement with the Company (the "CRA Agreement"), under which the City is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 100% exemption for remodeling of new structures at the Project Site; and

WHEREAS, in connection with the construction of the Project, pursuant to R.C. Sections 5709.40, 5709.42 and 5709.43, the City has declared 100% of the increase in assessed value to certain parcels of real property located within the City, in which the Project Site is situated, to be a public purpose and exempt from real property taxation for a period of 30 years (as amended, the "TIF Ordinance"), and has required the owners of that real property to pay service payments in lieu of taxes in the same amount and in the same manner as would have been due and payable were it not for the exemption granted by the TIF Ordinance provided, further, that the School District shall receive from such service payments the amount it would have received were such improvements not exempt from real property taxation pursuant to R.C. Section 5709.40(D)(1); and

WHEREAS, pursuant to the Memorandum of Understanding dated November 21, 2019 by and between the City and the School District (the "MOU"), the School District has agreed to approve certain exemptions that comply with the terms stated in the MOU; and

WHEREAS, in connection with the School District's approval of the CRA Agreement, and consistent with the MOU, the Company desires to provide to the School District certain compensation pursuant to R.C. Section 5709.82 to account for, in part, the School District's foregone tax revenue from the exemptions provided pursuant to the CRA Agreement;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

Section 1. School District Payments and School District Legal Fee Payments. As consideration for the School District's approval of the CRA Agreement, the Company shall provide and account for additional payments to the School District, including specifically:

(i) semi-annual payments collectively equal to twelve percent (12%) of the property tax revenue to which the School District would have been entitled in the absence of the exemption provided in the CRA Agreement (the "School District Payments"); and

(ii) an amount not to exceed $10,000 to offset legal fees incurred by the School District in connection with the negotiation of the CRA, this Agreement and other related documents (the "School District Legal Fee Payment").

The School District Payments shall be due and payable to the School District on a semi-annual basis no later than thirty (30) days after the due dates for the first and second half real property taxes, respectively, beginning in the first tax year for which the Company receives a real property tax exemption pursuant to the CRA Agreement and continuing for so long as the applicable exemption remains in effect. Each School District Payment shall be delivered to the notice address provided in Section 5 of this Agreement or such other address as the School District may designate in writing from time to time.

The School District Legal Fee Payment shall be due on the Effective Date and paid by the Company to the School District no later than 30 days thereafter by means of delivery to the notice address provided in Section 5 of this Agreement or such other address as the School District may designate in writing from time to time.

Section 2. Land Valuation. The Company and the School District acknowledge and agree that neither (i) the value of the land associated with the Project Site as of the Effective Date (the "Existing Land Value"), nor (ii) any increases in the land value associated with the Project Site (the "Increased Land Value," and collectively with the Existing Land Value, the "Land Value") are eligible to be exempted pursuant to the CRA Agreement. In the event that the School District exercises its right to challenge the Land Value pursuant to R.C. Section 5715.19 for any triennial period during which an exemption is claimed pursuant to the CRA Agreement, and any such challenge seeks a Land Value equal to a recent arm's length sale price of the land, the Company shall cooperate with the School District in connection with any such challenges, including, but not limited to, filing a stipulation of value with the Licking County Board of Revision and/or the Ohio Board of Tax Appeals. Nothing herein shall prevent the Company or the School District from initiating or participating in challenges to (i) the Land Value for reasons other than a recent arm's length sale, or (ii) the total value of the Project Site, as allowable by law.

Section 3. Assignment. The parties recognize that the exact legal and financing structure used by the Company in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the development of the Project. Accordingly, this Agreement and the benefits and obligations hereof may be assigned in whole or in part by the Company to any of its affiliates or to any future owners or tenants, and the School District hereby approves of any such assignments of this Agreement; provided, however, that (i)

the School District shall receive written notice of all such assignments no later than 30 days prior to the effective date of each assignment, and (ii) any assignee must expressly agree to be bound by the terms and conditions of this Agreement. Any purported assignment that does not meet the requirements of (i) and (ii) above shall not be effective.

Section 4. R.C. Section 5709.82. Pursuant to R.C. 5709.82(B)(1), the School District expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement; provided, however that both the amounts to be received by the School District pursuant to this Agreement and amounts to be received by the School District from the City pursuant to a separate agreement are conditions for the School District's approval of the CRA Agreement under R.C. Section 5709.82.

Section 5. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the Company:	John T. Barker, Jr., SIOR President and Chief Development Officer Red Rock Developments, LLC 1201 Main Street, Suite 2360 Columbia, SC 29201
With a copy to:	Chris L. Connelly Taft Stettinius & Hollister LLP 65 E. State Street, Suite 1000 Columbus, Ohio 43215
If to the School District:	Todd Griffith Treasurer Licking Heights Local School District 6539 Summit Road Pataskala, Ohio 43062
With a copy to:	Kelley A. Gorry Rich & Gillis Law Group, LLC 5747 Perimeter Dr., Suite 150 Dublin, Ohio 43017

Section 6. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 7. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LICKING HEIGHTS LOCAL SCHOOL DISTRICT

By: Mark Rader

Print Name: Mark Rader

Title: President of the Board of Education

Date: 4/20/2021

RRWCP COLUMBUS PROPERTY, LLC

By:_____

Print Name:_____

Title:_____

Date:_____

STATE OF OHIO,

COUNTY OF LICKING, SS:

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

The foregoing instrument was signed and acknowledged before me this 20th day of April, 2021, by Mark Rader, the President of the Board of Education of the Licking Heights Local School District, a political subdivision of the State of Ohio, on behalf of the political subdivision.

KELLEY A. GORRY, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Notary Public

STATE OF_____,

COUNTY OF_____, SS:

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 2021, by _____, the _____ of RRWCP Columbus Property, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public