

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 TPA Group, LLC, a Georgia 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 1,000,000 – 1,500,000 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:	Jeb Brees, Principal TPA Group, LLC 1776 Peachtree St., NW, Suite 100 Atlanta, GA 30309
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.

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

LICKING HEIGHTS LOCAL SCHOOL DISTRICT

By: _____

Print Name: Mark Rader

Title: President of the Board of Education

Date: _____

TPA GROUP, 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 ____ day of _____, 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.

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 TPA Group, LLC, a Georgia limited liability company, on behalf of the limited liability company.

Notary Public