

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 TPA Group, LLC, a Georgia limited liability company, with its main offices located at 1776 Peachtree Street, NW, Suite 100, Atlanta, GA 30309, 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. 2000-3345, adopted by City Council on August 11, 2000 (the “Ordinance”), designated the area specified in the Ordinance as a 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 November 29, 2000, 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 1,000,000 – 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, 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 Licking Heights Local School District (the “School District”) 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 District (the “MOU”), the School District has 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 Board of Education of the School District has (i) approved the terms of this Agreement contingent upon the execution of a Compensation Agreement with the School District (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 its 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 \$50 million to \$60 million for construction of new buildings to contain,

cumulatively, approximately 1,000,000 – 1,500,000 square feet of space; (ii) approximately \$5 million to \$8 million for acquisition of machinery and equipment; (iii) approximately \$2 million to \$5 million for acquisition of furniture and fixtures; (iv) approximately \$10 million to \$25 million for tenant improvements; and (v) \$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 250 to 350 full-time permanent employee positions with a total annual payroll of approximately \$13,000,000 to \$21,000,000, (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 2023 and to continue incrementally over the succeeding three to five years, with approximately 50 to 100 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.

C. 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 execution and approval (if required) 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 District's 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 District 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 a compensation agreement to the School District.

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:

Brian M. Zets, Esq.
Isaac Wiles
Two Miranova Place, Suite 700
Columbus, OH 43215

If to the Company, to:

Jeb Brees, Principal
TPA Group, LLC
1776 Peachtree St., NW, Suite 100
Atlanta, GA 30309

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 _____, 2021.

CITY OF PATASKALA, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Director of Law

TPA GROUP, LLC, a Georgia 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 TPA Group, LLC, a Georgia 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 BOARD 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: _____

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:

063-141516-00.000

063-140682-00.000

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 TPA Group, LLC (“TPA”) 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 _____, TPA 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, TPA, 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 TPA 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 TPA Group, LLC, a _____ limited liability company (“TPA”), 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 _____, TPA 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 TPA 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 TPA 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, TPA, 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 TPA 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)