NAME OF CRA AREA

COMMUNITY REINVESTMENT AREA AGREEMENT

COMPANY

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COMPANY NAME

Company address

This Community Reinvestment Area Agreement (the "Agreement"), is made and entered into as of __________________, 20XX (the "Effective Date"), by and among the City of XXX, Ohio (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, with its main offices located at 99 West Main Street in the City, and COMPANY, a XXXX limited liability company (together with any permitted Affiliates, successors, assigns or transferees, referred to herein collectively, or singly as the context requires, as the "Company"). The City and the Company are each referred to herein as a "Party" and may be referred to together as the "Parties". Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in Exhibit A attached hereto.

WITNESSETH:

WHEREAS, the City has determined to encourage the development of real property and the acquisition of personal property located in the area it has designated as the Central College Community Reinvestment Area (the "CRA" or the "Area"): and

WHEREAS, the Company has acquired the real property described and depicted on Exhibit B (the "Project Site") which is located within the CRA, and intends to develop, construct and operate on that Project Site one or more data centers as well as certain buildings, structures and infrastructure for accessory, supporting, associated or related uses, such as (but not limited to) offices and utility buildings, structures and appurtenances (each a "Data Center" and, collectively, the "Project", with each individual building or structure within the Project being referred to herein as a "Building" (as defined on Exhibit A attached hereto), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Council by its Resolution No. R-XX-XX adopted Month XX, XXXX (the "Original CRA Legislation"), created the NAME Community Reinvestment Area (the "Original Area"); and by its Resolution No. R-XX-XX, adopted Month XX, XXXX, and by Ordinance No. O-XX-XXXX, adopted Month XX, XXXX, (together the "CRA Expansion Legislation" and collectively with the Original CRA Legislation the "CRA Legislation"), amended the designation of the Original Area to include certain other parcels within the City that now collectively comprise the Area; and

WHEREAS, the Directors of Development of the State of Ohio and the Ohio Development Services Agency (successor and predecessor to one another) have determined and certified that the aforementioned Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a "Community Reinvestment Area" pursuant to that Section 3735.66; and

WHEREAS, the City, having the appropriate authority for the Project, at this time is desirous of providing incentives available for the development of the Project on the Project Site in the Area; and

WHEREAS, the Company submitted to the City the CRA Agreement Application attached hereto as Exhibit C (the "Agreement Application") and the fee to the City referred to in Section 6; and

WHEREAS, the City's Housing Officer, duly designated under Ohio Revised Code Section 3735.65, has reviewed the Agreement Application and recommended the approval of the same to the City Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Area and improve the economic climate of the City; and

WHEREAS, the Project Site is located in the XXXX School District and the district has waived their rights to (i) receive notice of this Agreement under Ohio Revised Code Sections 3735.671 and 5709.83, and (ii) approve this Agreement;

WHEREAS, the Project Site is also located in the XXXXXXX Career and Technical School District and the City has provided timely notice of this Agreement to that District under Ohio Revised Code Section 5709.83;

WHEREAS, the Company has (i) subjected the Project Site identified in the CRA Agreement to the Declaration of Covenants and Restrictions for the XXXXXX Community Authority (the "Declaration") by virtue of the filing of a supplement to that Declaration on that Project Site, and (ii) has irrevocably agreed to the inclusion of the Project Site in the Authority's new community district by amendment pursuant to Chapter 349 of the Revised Code to the petition creating the Authority; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the requirements of Ohio Revised Code Section 3735.671(B), the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree to the foregoing premises and as follows:

1. Project and Project Investment. The Company has acquired the Project Site as shown on Exhibit B, which is comprised of a +/- XX acre area (as shown on Exhibit B), and further expects to construct or cause to be constructed on the Project Site one (1) data center Building, as well as other related Buildings, including but not limited to administrative office facilities, and site improvements, and install or cause to be installed the necessary machinery, equipment, and fixtures (collectively referred to herein as the "Project"). The construction of the Project is currently expected to begin in March 20XX and is currently expected to be completed by June 30, 20XX. The Data Center and related Buildings comprising the Project are together currently estimated to be approximately XXX,000 square feet in total. The Company approximates that the total capitalized cost (including but not limited to, construction costs, on-site infrastructure costs and equipment costs) of the Project will be XXX Million XXX Hundred Thousand dollars

($XXX,XXX,000), comprised of approximately XX Million XXX Hundred Thousand dollars ($XX,XXX,000) for construction of structures and fixtures (only a portion of which is expected to be classified as real property) and approximately XX Million dollars ($XX,000,000) for servers, equipment, and furniture.

The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of any Exemption (as defined in Section 4 of this Agreement). The parties to this Agreement recognize that (i) the costs associated with the Project may increase or decrease significantly and do not equate to real property taxable value, and (ii) the City has no right to compel the Company to commence or complete construction of the Project or non-construction contractor third-parties engaged by the Company.

No machinery, equipment, furniture, fixtures or inventory owned by the Company exists at the Project prior to execution of this Agreement or is held at another location in the State of Ohio and to be relocated to the Project.

2. Job Creation. The Company currently estimates that by [Month XX, 20XX], the Company will create a minimum of XX (XX) new, full-time employees and non-construction contractor permanent jobs (i.e., at least 35 hours/week) as a result of the Project with a minimum aggregate annual payroll of $X, XXX,XXX. No employee positions of the Company currently exist at the Project Site and therefore no employee positions will be retained due to the construction of the Project. The Company and its Affiliates that may have employment positions at the Project Site currently have zero (0) full-time, part-time, permanent or temporary positions at other sites in the State of Ohio that will be relocated to the Project Site to support the Project and the Company does not have any full-time permanent positions held by individuals in support of the Project and working remotely in Ohio that are expected to be located at the Project Site and will count as jobs created under this Agreement. The Company also has zero (0) full-time, permanent positions held by individuals working remotely in Ohio that are not expected to be relocated to the Project Site.

The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemption (as defined in Section 4 of this Agreement). The Parties to this Agreement recognize that the employment and any payroll estimates associated with the Project may increase or decrease significantly. The Parties to this Agreement also recognize that the jobs may be filled by individuals employed by the Company or one or more Affiliates.

3. Information for Tax Incentive Review Council. The applicable Tax Incentive Review Council (the "TIRC") shall annually review this Agreement pursuant to Ohio Revised Code Section 5709.85(C)(1). To facilitate that annual review, not more than once each calendar year during the term of this Agreement, the Company shall submit to the City annual information sufficient for the TIRC to determine whether the Company has complied with this Agreement on the then-current form of the annual report attached hereto as Exhibit E (the "Annual Report"). The Company shall provide to the TIRC the Annual Report by the later of (i) thirty (30) days after having received written request from the City, or (ii) March 1st. Additionally, within thirty (30) days of receiving a written request from the City or the TIRC for additional information necessary to reasonably perform its review, pursuant to Ohio Revised Code Section 5709.85(D), the

Company shall provide any information reasonably requested, including, but not limited to, any returns filed pursuant to Ohio Revised Code Section 5711.02.

4. Real Property Tax Exemption for Project. Upon receipt of a certificate and application filed by the Company in the then current version of the form attached hereto as Exhibit D for any Building on the Project Site, which form shall not require that a Building be substantially completed, and certifying (a) the facts contained therein (as required by the City) regarding that Building, the City shall as soon as practicable undertake the verifications and make the certifications required to grant a one hundred percent (100%) real property tax exemption for that Building for a period of fifteen (15) consecutive taxable years (each an "Exemption" and collectively for more than one Building, the "Exemptions"). For each Building on the Project Site, the Exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation pursuant to the Exemption. No Exemption shall commence after tax year 20XX (i.e., tax lien date Month X, 20XX) nor extend beyond tax year 20XX (i.e., tax lien date Month X, 20XX).

5. Minimum Annual Service Payments in Lieu of Taxes.

(a) The Exemptions are conditioned upon on the Project generating a minimum revenue stream of Qualified Payments of $XX,XXX.00 per year commencing in the first year a Building on the Project Site is subject to an exemption under this Agreement, with that minimum revenue stream of Qualified Payments increasing by $1.11 for each square foot of Building constructed on the Project Site after the first XX,XXX square feet of the Project (the "Minimum Qualified Payment Amount") and this minimum revenue stream requirement remaining in effect through the fifth collection year following the last tax year an Exemption applies to any Building comprising part of the Project (the "Minimum Payment Expiration Date"). For any Payment Year in which the Qualified Payments are less than the Minimum Qualified Payment Amount for that Payment Year, the Company shall make an Additional Payment to the City. The requirement to make additional payments under this Section 5(a) ("Additional Payments") in the event the Qualified Payments are less than the Minimum Qualified Payment Amount shall remain in effect through the Minimum Payment Expiration Date.

For illustrative purposes only, and not intended as a representation, agreement, or prediction of future development by the Company, if a XX,XXX square foot Building that comprises part of the Project is first subject to the Exemption for tax year 20XX, the Minimum Qualified Payment Amount for that Initial Data Center would first apply in calendar year 20XX, and the first year during which an Additional Payment for that Data Center could be due would be calendar year 20XX. For calendar year 20XX, the Minimum Qualified Payment Amount would be $XX,XXX.00. The previous sentence shall not be read as imposing any additional duties on City nor granting any rights to Company beyond any such rights and duties already stated in this Agreement.

(b) *Mechanics for Additional Payment*. By May 31 following the first year for which the Minimum Qualified Payment Amount is more than zero dollars ($0) and each year thereafter through May 31 of the year after the Minimum Payment Expiration Date, the City shall provide the Company with written notice specifying whether an Additional Payment is due. If an Additional Payment is due, the notice shall include an invoice for the amount of the Additional Payment itemizing the source and amount of the Qualified Payments for the immediately preceding Payment Year, including the specific categories of Municipal Income Tax Payments (the "Additional Payment Notice"). The Additional Payment shall be received, in full, by the City within forty-five (45) days after the Company's receipt of the Additional Payment Notice (the "Payment Date"). If there are any disagreements among the Parties regarding an itemization or calculation described in this Section 5(b), the Parties shall confer with one another, and work together cooperatively in good faith to resolve their differences. If the City has not received the Additional Payment by the Payment Date, the City shall provide the Company a notice of non-payment . Failure of the City to deliver to the Company or of the Company to receive an Additional Payment Notice by May 31 shall not relieve the Company of any liability for any Additional Payment when the Additional Payment Notice is later given by the City, so long as the Additional Payment Notice is given no later than three (3) years after the May 31 on which it was due.

(c) *Penalty and Interest*. Failure by the Company to make an Additional Payment or any portion thereof by the Payment Date shall subject the Company to a penalty equal to ten percent (10%) of the unpaid amount (the "Past Due Penalty"). The Past Due Penalty may be assessed at any time after the Payment Date. The City shall provide written notice informing the Company that a penalty has been assessed, but failure of the City to deliver the notice shall not relieve the Company of any liability or obligation to pay the Past Due Penalty.

In addition to the Past Due Penalty, the City may charge interest on the overdue or unpaid amount of any Additional Payment. Such interest (the "Interest") shall be computed at the rate per annum prescribed by Ohio Revised Code Section 5703.47. Interest chargeable in accordance with this section shall begin to accrue immediately upon failure of the Company to make an Additional Payment by the Payment Date.

(d) *Measurement of Square Footage of Buildings.* For purposes of this Section, the City and the Company agree that square footage of Buildings shall be determined in accordance with *BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2019),* the Unified Single Methodology 2019 as in effect at the time of Effective Date. For purposes of this Section, the City and the Company agree that square footage of Buildings shall be determined in accordance with BOMA Industrial Buildings: Standard Methods of Measurement (ANSI Z65.2-2012), the Exterior Wall Methodology (Method A), as in effect at the time of the Effective Date.

(e) *Ohio Revised Code Section 5709.91 Applies; Implementing Documentation*. The parties to this Agreement expressly agree that the Company's requirement to make Additional Payments (including any Past Due Penalty and Interest under Section 5(c)) under this Section constitutes a "minimum service payment obligation" within the meaning of Ohio Revised Code Section 5709.91 and shall be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11. The City and the Company agree to the form of the Notice of Lien attached hereto as Exhibit F (the "Lien Notice"), and to its recording by the City in the office of the XXXX County Recorder.

(f) *Nature of Obligations*. Nothing under this Section 5 or the Lien Notice is intended or shall be construed as being exclusive to any other remedy available to the City and each remedy so available shall be cumulative and in addition to every other remedy available to the City. Except as set forth in this Agreement, no delay by the City in exercising, or omission by the City to exercise any remedy, right, or power available to the City shall impair that remedy, right, or power or shall be construed to be a waiver or acquiescence by the City from time to time and as often as deemed expedient. No waiver of any default by the City shall extend to or shall affect any subsequent default or shall impair any remedy, right, or power otherwise available to the City. Notwithstanding anything contained in this Agreement to the contrary, the Company shall not be liable for any indirect, incidental, punitive, special, consequential or similar type damages unless such damages result from reckless or willful acts by the Company.

(g) *City Covenant to Maintain Credit for TIF Payments*. Notwithstanding any other provision of this Agreement, if the TIF Ordinance is modified, amended or repealed in a manner that affects the amount of TIF Payments deposited into the TIF Fund, the City shall continue to give the Company credit for TIF Payments toward the Qualified Payments as if the TIF Ordinance had not been modified, amended or repealed.

6. <u>Fee to City</u>. The Company shall pay to the City as inducement and consideration for the City to enter into this Agreement, an initial fee of Two Thousand Five Hundred Dollars ($2,500.00) within thirty (30) days after the Effective Date of this Agreement, which amount shall not be refundable to Company. The City shall not require the Company to pay to the City any annual fee of the nature previously authorized in prior Ohio Revised Code Section 3735.671(D).

7. <u>Support for Chamber of Commerce and Community Development Efforts</u>. The Company, or one of its Affiliates, will join and maintain membership in the XXX Area Chamber of Commerce for so long as any Exemption from taxation granted under Section 4 of this Agreement is in effect. The Company further agrees to submit each year within thirty (30) days of receiving a written request from the City a Community Participation Statement, prepared by and signed by an authorized representative of the Company, which outlines the Company's support during the term of any Exemption granted under Section 4 of this Agreement of the City's community development efforts through the funding and/or other active involvement with the City's education institutions, civic organizations or other entities, all for the betterment of the City's residents.

8. <u>Payment of Non-Exempt Taxes.</u> The Company and any of its Affiliates that own property at the Project Site shall pay such real property taxes and any applicable tangible personal property taxes as are not exempted under this Agreement and are charged against the Project and shall file all tax reports and returns as required by law. If the Company or any of its Affiliates fails to pay such taxes or file such returns and reports, the Exemptions are rescinded beginning with the tax year for which such taxes are charged or such reports or returns are required to be filed and thereafter until the year following the tax year in which such taxes are paid and such reports or returns are filed. The provisions in this Section are subject to Ohio Revised Code Section 5709.85, and nothing in this Agreement restricts or limits the right of the Company or an Affiliate to contest the valuation of the Project or the Project Site under Ohio Revised Code Sections 5715.13 and 5715.19 or to contest any other Ohio state or local tax matters; provided, however, that if the final adjudication of a tax proceeding for the Company or one of its Affiliates changes the amount of Qualified Payments for a Payment Year from the amount of Qualified Payments determined by the City when it calculated whether an Additional Payment was due for that Payment Year, the Company shall promptly inform the City and the two Parties shall discuss that final adjudication and determine whether a refund or payment is required. In addition, if the municipal income tax tax liability of any employee, non-construction contractor, or individual working for a non-

construction contractor is not finally determined by May 31 (whether because of a filing extension, a tax contest or otherwise), the Company shall not be excused from making an Additional Payment to the City; provided, however, if the amount of Qualified Payments for a Payment Year changes from the amount of Qualified Payments determined by the City when it calculated whether an Additional Payment was due for that Payment Year, the City shall promptly inform the Company and the two Parties shall discuss whether a refund or payment is required. If it is determined that the Company owes an Additional Payment, the Company shall make that Additional Payment to the City within forty-five (45) days of receiving written notice from City of the amount of such Additional Payment. If it is determined that the City was overpaid, City shall pay the amount of that overpayment to the Company within forty-five (45) days of the Company providing the City directions for the making of that payment.

9. <u>City Cooperation to Claim and Maintain Exemption.</u> The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the Exemptions including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the Exemptions.

10. <u>Continuation of Exemption under Certain Circumstances.</u> If for any reason the CRA designation expires, the Director of the Ohio Department of Development revokes certification of the Area, or the City revokes the designation of the Area, this Agreement shall nevertheless continue in effect in accordance with its terms and (i) any Exemption previously granted under Section 4 of this Agreement for a Building shall continue for the number of years specified under this Agreement, and (ii) Exemptions yet to be granted but provided for under Section 4 shall be granted by the City in accordance with the terms of this Agreement. The preceding sentence shall not apply to circumstances where the Company materially fails to fulfill its obligations under this Agreement beyond all applicable notice and cure periods and the City terminates or modifies the Exemptions pursuant to Section 11 of this Agreement.

11. <u>Modification of Exemption for Material Failure.</u> If (a) the Company or any of its Affiliates materially fails to fulfill its material obligations under this Agreement and does not cure such failure within the periods specified in this Section following delivery to the Company of written notice by the City describing such failure in reasonable detail, or (b) if it is finally adjudicated that the Company's or one of its Affiliate's certification as to delinquent taxes required by Sections 12 and 13(i) of this Agreement is fraudulent, the City may terminate or modify the Exemptions; provided, however, that, except as provided in Sections 19 and 20 of this Agreement, the City shall not terminate or modify an Exemption for a Building if the City has timely received all amounts required under Section 5 of this Agreement for that Building. For any written notice by the City to of a failure by the Company to make a payment required under Section 5 (including as described further in Section 8) of this Agreement the Company shall have twenty (20) days to make that payment. For any written notice from the City to the Company describing in reasonable detail the Company's material failure to fulfill any obligations in this Agreement other than a payment obligation under Section 5 of this Agreement, the Company shall have ninety (90) days to correct the material failure or, if the material failure is not susceptible to cure within ninety (90) days, the Company shall commence curative action within thirty (30) days and thereafter exercise reasonable diligence to cure that material failure. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof.

12. Certification of No Delinquent Taxes. The Company hereby certifies that at the time this Agreement is executed, (i) the Company 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 the Company is liable under Chapter 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) has not filed a petition in bankruptcy under 11 U.S.C. 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 Ohio Revised Code governing payment of those taxes.

13. Further Representations. As of the Effective Date, the Company affirmatively represents that it does not owe: (i) any delinquent taxes to the State of Ohio 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 (iii) 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.

14. Restrictions on Assignment or Transfer. Except as provided for in this Section, this Agreement is not transferable or assignable without the express written approval of the City. The City and the Company acknowledge that the exact legal and financing structure used by the Company in developing, equipping and operating the Project may include additional legal entities; therefore, the Company may assign or transfer this Agreement, in whole or in part, without the approval of the City to (i) any Affiliate, (ii) any entity resulting from the merger or consolidation of or with the Company, (iii) any person or entity which acquires all (or substantially all) of the assets of the Company, (iv) any successor of the Company by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or assets, or (v) in connection with any financing transaction entered into for the Project, including, but not limited to, any financing transaction under Ohio Revised Code Chapter 4582, provided (a) the Company may not assign Sections 3 (Information for Tax Incentive Review Council), 5 (Minimum Annual Service Payment in Lieu of Taxes), 8 (Payment of Other Taxes) and 18 (Nondiscriminatory Hiring) of this Agreement in connection with this clause (v) without the express written prior approval of the City, which approval shall not be unreasonably withheld; and (b) no assignment shall be made to an Affiliate if that Affiliate is not in compliance with the provisions of Sections 12, 13, 19 and 20 at the time of that assignment and unless that assignment makes that Affiliate subject to continuing compliance with the provisions of those Sections.

15. City Council Approval. The Company and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for this Agreement to take effect. That approval was given in Resolution No. ________-20XX adopted by the XXX City Council on _______, 20XX.

16. Legal Authority: Binding Effect. The parties to this Agreement respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the matters contemplated by this Agreement. The parties further respectively represent and covenant that this Agreement has, by proper action, been duly

authorized, executed and delivered by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17. 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. Paper copies must be sent by (a) registered or certified mail, return receipt requested, with online tracking information supplied by email to the recipient, and shall be deemed delivered when the return receipt is signed, refused or unclaimed by the Party to whom it is addressed, or (b) by nationally recognized overnight delivery courier service, with online tracking information supplied by email to the recipient, and shall be deemed delivered to the Party to whom it is addressed the next business day after acceptance by the courier service with instructions for next-business-day delivery. Unless changed by notice, all notices must be addressed as follows:

If to the City, to:
City of XXX
Attn: Community Development Director
Address
City, Ohio XXXXX
Email address

With a courtesy copy, which is not required notice, to:
City of XXX
Attn: Law Director
Address
City, Ohio XXXXX
Email address

If to the Company, to:
COMPANY
Attn:
Address
City, State XXXXX
Email:

With courtesy copies, which are not required notice, to:

18. Nondiscriminatory Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice nondiscriminatory hiring in their operations. By executing this Agreement, the Company is committing to follow nondiscriminatory hiring

practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

19. Revocation for Violation of Ohio Revised Code 3735.671 or 5709.62. The Exemptions shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (C) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (C) of Ohio Revised Code Section 3735.671 or Section 5709.62 or 5709.63, as such division or either of those sections are in effect as of the Effective Date prior to the time prescribed by that division or either of those sections.

20. No False Statements. The Company represents and warrants, as of the Effective Date, the Company has not knowingly made any false statements to the City regarding, or failed to provide any information required by Ohio Revised Code Section 9.66(B) concerning, an application for economic development assistance in connection with this Agreement. The Company acknowledges that whoever, in an application for economic development assistance (including but not limited to an application for a real property tax exemption under Ohio Revised Code Sections 3735.67 to 3735.70), knowingly makes a false statement or fails to provide any information required by Ohio Revised Code Section 9.66(B) shall be ineligible for any future economic development assistance from the State of Ohio, any State agency or a political subdivision under Ohio Revised Code Section 9.66(C)(1). Any person who knowingly provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1).

21. Termination. Unless terminated earlier pursuant to its terms, this Agreement shall be in full force and effect until December 31 of the later of (i) the Minimum Payment Expiration Date, or (ii) the second year following the last tax year for which an Exemption remains in effect, after which this Agreement and the obligations of all parties hereto shall terminate. Notwithstanding the foregoing, to the extent any tax returns remain unfiled, amounts due remain unpaid, or adjudications of any tax controversies are pending with respect to any tax liability in a tax year affecting the amount of any Qualified Payment or Additional Payment due under this Agreement, then upon the making of such filings or payments, or the resolutions of such adjudications, the Company shall, within forty-five (45) days of receipt of the City's true-up calculation, make any additional payments due to comply with the Additional Payments provisions of Sections 5 and 8 of this Agreement, and the City shall make any payments due to comply with the provisions of Section 8 of this Agreement.

22. Estoppel Certificate. Upon request of the Company, the City shall execute and deliver to the Company or any proposed purchaser, mortgagee or lessee of the Project Site, a certificate stating: (i) that the Agreement is in full force and effect, if the same is true; (ii) that the Company is not in default under any of the terms, covenants or conditions of the Agreement, or, if the Company is in default, specifying same; and (iii) such other matters as the Company reasonably requests.

23. No Personal Liability. With the exception of Section 20 and except as otherwise provided under Ohio law, no covenant, obligation, representation or agreement in this Agreement is deemed to be a covenant, obligation, representation or agreement of any present or future

member, officer, agent or employee of parties other than in his or her official capacity, and neither officers or employees of the City, members of the legislative authority of the City, nor any officers or employees of the Company executing this Agreement are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the parties contained in this Agreement.

24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

25. Titles. The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and those titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

26. Public Records: Confidentiality. The Company and the City acknowledge and agree that they each have entered into a Non-Disclosure Agreement dated August 18, 2023 (the "Non-Disclosure Agreement") and that all the provisions of that Non-Disclosure Agreement apply to this Agreement. The Company acknowledges and agrees that this Agreement and the Annual Reports submitted pursuant to Section 3 are public records subject to disclosure under the State's public records laws, and further agrees that the City may freely disclose this Agreement and those Annual Reports.

Nothing in this Agreement shall be interpreted as contrary to the Ohio Public Records Act (Ohio Revised Code Section 149.43).

27. Applicable Law. This Agreement and all related documents are governed by, and to be construed in accordance with, the laws of the State of Ohio, without giving effect to any conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. To the extent permitted by the laws of the State of Ohio and not otherwise specified in this Agreement, this Agreement and all related documents shall be construed in accordance with law and any applicable regulations in effect as of the Effective Date.

28. Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

29. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not

contained herein. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added by the Parties as a part of this Agreement a provision as similar in terms to that illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

[This Space Intentionally Left Blank – Signature Pages to Follow]

IN WITNESS WHEREOF, the City of XXX, Ohio by its Housing Officer and pursuant to Resolution No. _____-20XX adopted _________, 20XX, has caused this instrument to be executed as of this _______ day of __________, 20XX, and COMPANY has caused this instrument to be executed as of this __ day of _______________, 2023, with the Agreement to be effective as of the Effective Date first set forth above.

COMPANY

By: ______________________________

Name: ______________________________

Title: ______________________________

CITY OF XXX, OHIO

By: __________________________
First Last Name
City Manager/Housing Officer

Approved as to form:

____
Law Director

Exhibit A

List of Definitions

"Additional Payment" means the amount equal to the shortfall, if any, of the Qualified Payments actually received for a Payment Year compared to the Minimum Qualified Payment Amount.

"Additional Payment Notice" means the single invoice that may be sent by the City to the Company, if the Company is required to pay an Additional Payment pursuant to Section 5 of the Agreement.

"Affiliate" or "Affiliates" means one or more entities that control the Company, are controlled by the Company, or are under common control with the Company. Control may include majority ownership, operational or other functional control, or both.

"Building" means each individual building or structure (including any remodeling thereof during the period of and that is eligible for the existing Exemption under Section 4 of this agreement), infrastructure and appurtenances, included within the Project and located on the Project Site.

"CDC Payment" means a payment under Ohio Revised Code Chapter 349 for the Project Site which is made under that certain Declaration of Covenants, Restrictions and Agreements for The XXXX Authority dated January 6, 2014, and recorded January 7, 2014 in the public records of Licking County, Ohio ("Licking County") as Instrument XXXXX, as the same has been supplemented and amended from time to time in accordance with its terms, including by that that certain Third Amendment to Declaration of Covenants, Restrictions and Agreements for The XXXX Community Authority dated Month XX, XXXX, and recorded Month XX, XXXX in the public records of XXXX County as Instrument No. XXXXXX; that certain Fourth Amendment to Declaration of Covenants, Restrictions and Agreements for XXXX Community Authority dated Month XX, XXXX.

"Minimum Qualified Payment Amount" means, a minimum revenue stream of Qualified Payments of $XX, XXX.00 per year commencing in the first year a Building on the Project Site is subject to an Exemption under this Agreement, with that minimum revenue stream of Qualified Payments increasing by $1.11 for each square foot of Building constructed on the Project Site after the first XX,XXX square feet of the Project (the "Minimum Qualified Payment Amount") year and with that $1.11 increased based upon the rise in the applicable Consumer Price Index as administered by the Bureau of Labor Statistics from the year in which the application for Exemption for the Initial Data Center was filed by the Company with the City under Section 4 of this Agreement until and including the year in which the application for Exemption is filed by the Company with (the "Minimum Payment Expiration Date", starting with the first full calendar year after that additional Data Center is subject to the Exemption.

"Minimum Payment Expiration Date" means the end of the fifth collection year following the last tax year of the last fifteen year Exemption on a Building comprising part of the Project.

"Municipal Income Tax Payments" means the sum of the following received by the City for the Payment Year and each Payment Year thereafter:

i. XX.X% of municipal income taxes from employees at the Project described in Section 2 of this CRA Agreement; and

ii. XX.X% of business municipal income taxes paid by the Company and Affiliates, except for any increased business municipal income taxes resulting from Company's or an Affiliate's operations at any location in the City other than the Project Site.

"Qualified Payments" means, for any Payment Year, the TIF Payments, CDC Payments and Municipal Income Tax Payments attributable to that Payment Year.

"Payment Year" means (a) for the City's municipal income tax, the tax year for which those payments are due; (b) for any TIF Payment, the year that payment is due and payable; and (c) for any CDC Payment, that the year payment is due and payable.

"Project" means a data center campus, including one or more Data Centers, and all other Buildings and related site improvements, that the Company intends to construct or cause to be constructed (in one or more phases) on the Project Site.

"TIF Ordinance" means City Ordinance No. O-XX-XXXX passed by its Council on Month XX, XXXX.

"TIF Payments" means (i) the amount of any service payments made with respect to the Project (including the Project Site) and received by the City pursuant to the TIF Ordinance, and deposited in TIF Fund, together with any associated Property Tax Rollback Payments (as defined in those Ordinances as of the Effective Date) deposited into the TIF Fund, less (ii) the portion of those amounts derived from real property taxes levied for fire and emergency services and any Property Tax Rollback Payments associated with those amounts.

"TIF Fund" means the tax increment equivalent fund established by the TIF Ordinance.

Exhibit B

Description and Depiction of Project Site for
Address

The Project Site will be +/- XX.XX acres acquired by the Company as depicted on the map on the following page.

[See next page for Project Site map]

Exhibit C

Agreement Application

[Attached]

Exhibit D

Form of Exemption Application

(Attached)

APPLICATION TO ENACT REAL PROPERTY TAX EXEMPTION

<table>
<tr><th colspan="4">Property Owner/Applicant Information</th></tr>
<tr><td>Legal Entity Name:</td><td colspan="3"></td></tr>
<tr><td>Federal Tax ID:</td><td colspan="3"></td></tr>
<tr><td rowspan="4">Corp. Address:</td><td colspan="2"></td><td></td></tr>
<tr><td colspan="2">Street Address</td><td>P.O. Box/Suite No.</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>City</td><td>State</td><td>Zip Code</td></tr>
<tr><td>Contact Name:</td><td colspan="3"></td></tr>
<tr><td>Contact Title:</td><td colspan="3"></td></tr>
<tr><td>Contact Phone Number:</td><td colspan="3"></td></tr>
<tr><td>Contact E-mail Address:</td><td colspan="3"></td></tr>
</table>

<table>
<tr><th colspan="4">Project Information</th></tr>
<tr><td rowspan="4">Address of Property:</td><td colspan="2"></td><td></td></tr>
<tr><td colspan="2">Street Address</td><td>P.O. Box/Suite No.</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>City</td><td>State</td><td>Zip Code</td></tr>
<tr><td rowspan="2">Parcel ID Number(s):</td><td>1.</td><td colspan="2"></td></tr>
<tr><td>2.</td><td colspan="2"></td></tr>
<tr><td>County:</td><td colspan="3"></td></tr>
<tr><td>Tax Dist. Number:</td><td colspan="3"></td></tr>
<tr><td>School District:</td><td colspan="3"></td></tr>
<tr><td>Investment Type:
New Construction or Expansion</td><td colspan="3"></td></tr>
<tr><td>Construction Cost</td><td colspan="3">$</td></tr>
<tr><td>Project Square Feet</td><td colspan="3"></td></tr>
<tr><td>Commencement Date</td><td colspan="3"></td></tr>
<tr><td>Completion Date</td><td colspan="3"></td></tr>
<tr><td>Date of Occupancy</td><td colspan="3"></td></tr>
</table>

Additional Tenant Information (if applicable)			
Additional Affiliated Entities Operating at the Property:		*Entity Name*	*Federal Tax ID*
	1.		
	2.		
	3.		
	4.		

Applicant Acknowledgement
To the best of my knowledge the information provided in this application is true, correct and complete.

Signature ______________________________

Print Name ______________________________

Title ______________________________

Date ______________________________

City Authorization	
City Authorizing Resolution No.:	
City Council Approval:	
Real Property Tax Abatement Term:	
Real Property Tax Abatement Rate:	
Real Property Tax Abatement Commencement Date:	

I certify that the project described herein meets the necessary requirements of the Community Reinvestment Area Program of the City of XXX.

By: ____________________
First Last Name
City Manager/Housing Officer

Date: __________________

Exhibit E

Annual Report

(Attached)

Ohio | Department of Development

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

COMMUNITY REINVESTMENT AREA (CRA)

2022 CRA COMPANY REPORT INSTRUCTIONS

If project remains under construction as of 12/31/2022, please check the box under the title of the online form and then enter the 2022 construction wages from the project if the project is located in a municipal corporation or a joint economic development district or zone that imposes an income tax. If the project is in a township, or a municipal corporation that does not levy an income tax, simply enter "No Income Tax" in the box.

Question #1. Identify each business listed in the agreement (businesses, limited liability corporations, leasing companies, etc.) This may include both the owner of the real property, but also the business entity (lessee) that is operating at the project site.

Question #2. Identify the county, local jurisdiction, and local school district in which the project is located.

Question #3:

a. The execution date is the date the agreement was last signed
b. The expiration date is the date the exemption is scheduled to end.
c. List every date the agreement was amended.

Question #4.

a. Identify the total number of full-time permanent employment positions and the associated annual payroll at the project site prior to the execution of the agreement. A full-time permanent employee is employed directly by the company and works at least 35 hours per week.
b. Identify the company's number of full-time employment positions in Ohio prior to the execution of the agreement.

Question #5.

a. If yes, list all affected Ohio communities and the number of full-time positions that were affected in any way because of the closing (this includes those that are relocated).
b. If yes, list all affected states and the number of full-time positions relocated from each state to Ohio.

Question #6. The number of created and/or retained jobs should agree with the number contained in the executed agreement. Report "0" if no commitment was made in the agreement for a certain category, however every CRA agreement should have either a creation or retention commitment, or both.

Question #7. Identify the number of months the business entity has to create and/or retain jobs per the agreement.

Question #8. List the payroll that is attributed to the jobs created and/or retained in #7 per the agreement.

Question #9. Real Property – investment in acquisition, building improvements, and/or new building construction associated with the project.
Invested Amount Exempted – amount of real property eligible for exemption as stated in the agreement.

Question #10: Identify the real property exemption rates and terms as stated in the agreement. If the rate changes over the term of the agreement, provide the incentive schedule for the term of the agreement.

77 South High Street
Columbus, Ohio 43215 U.S.A.

614 | 466 3379
800 | 848 1300
www.development.ohio.gov

Question #11:

a. This number should reflect the business' total number of employees at the CRA project site as of 12/31/2022
b. Identify the number of jobs created that are directly attributable to the CRA agreement.
c. Identify the number of jobs retained that are directly attributable to the CRA agreement. This number is not a year-to-year retention but should correlate to the retention commitment in the CRA agreement.

Question #12: Indicate the new payroll associated with the numbers of new jobs attributed to the CRA agreement. This should be the annual payroll for 2022 associated with the number of jobs listed in #11b.

Question #13:

a. Real Property – Indicate the amount of real property investment that has actually been invested as of 12/31/2022.
   i. Indicate the amount of real property investment that is eligible for exemption, this is based upon the amount provided above (Ex: Real property investment = $1,000,000 with a 75 percent incentive. The amount eligible for exemption is $750,000).
   ii. Personal Property – Indicate the amount of personal property investment that has been actually invested as of 12/31/2022.
b. Real Property Taxes Paid – these values should reflect tax payments made during calendar year 2022. This question is looking for the total amount of the checks written for tax payments during 2022 For real property taxes foregone, these values should illustrate the savings generated in 2022 from the CRA agreement. List the amount of personal property taxes that have been paid in the most recent calendar year. Again, only list the amount of the checks written for tax payments during 2022 (Most taxpayers will not have tangible personal property liability in taxable year 2022).
c. List the total amount of real and personal property taxes paid over the term of the project through 12/31/2022.
d. List the total value of all other tax incentives that were given to this particular project.

Question #14: List the date of the last TIRC review of this project.

a. Identify what the TIRC recommended.
b. Identify what the local government did regarding this project (i.e. continue, amend, etc.)

If this information for #14 is not known, contact your local CRA representative.

Ohio Department of Development

2022 COMPANY REPORT

CRA# ____________ Agreement # ____________

Please provide the appropriate information for the following questions pertaining to each CRA project. Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: ____________

2. Name the Local Governmental Jurisdiction(s) where the project is located: *County:* ____________

   City, Municipality, or Township: ____________

   Local School District: ____________

3. List the CRA Agreement:
   a. Execution Date ____________

   b. Expiration Date ____________

   c. Amendment date(s) (please list all) ____________

4. State the baseline total full-time permanent employment of the enterprise:
   a. At the facility prior to the CRA agreement: ____________ *Payroll:* ______

   b. In Ohio prior to the CRA agreement: ____________

5. Did the enterprise close or reduce employment at another site:
   a. Within Ohio as a result of this agreement? (Y of N): ______ If yes, note community(s) and the number of full-time permanent jobs effected:

   Community: ____________

   Jobs: ____________

   b. Outside Ohio as a result of this agreement? (Y or N): ______ If yes, note the state and number of full-time permanent jobs effected:

   State: ____________

   Jobs: ____________

6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement

   Retain: ____________

   Create: ____________

7. Note the job creation period in months outlined within the CRA Agreement (#months): ____________

8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:

   Retain Payroll: ____________

   New Payroll: ____________

9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:

   Real Property: ____________

   Eligible for exemption: ____________

10. State the tax exemption rates and terms granted to the business under the CRA Agreement: ______%______yrs.

Actual CRA Project Information as of December 31, 2022

Project still under construction? _______ **Yes** _______ **No**
If yes, supply construction wages: ______________________

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:
    a. As of 12/31/2022 ______________________
    b. New jobs created attributed to theCRA Agreement ______________________
    c. Jobs retained attributed to the CRA Agreement: ______________________

12. Identify **total actual annual payroll** as of 12/31/2022 **attributed to the new employment (11b)** resulting from the CRA Agreement: $______________________

13. a. State the project investment level **achieved** as of 12/31/2022

    Real Property: $______________________

    Real Property Eligible for Exemption: $______________________

    Personal Property: $______________________

    b. Identify total **actual** project tax revenue amounts at the project site for the **most recent calendar** year (2022 (revenues should be reflective of values in question 13a above) (use best available information):

    Real Property Taxes Paid: $______________________

    Real Property Taxes forgone (business savings for most current year): $______________________

    Personal Property Taxes Paid: $______________________

    c. Identify total **actual** project tax revenue amounts at project site over the **term** of the CRA through December 31, 2022 (use best available information):

    Cumulative Real Property Taxes Paid: $______________________

    Cumulative Real Property Taxes Forgone (total business savings to date): $______________________

    Cumulative Personal Property Taxes Paid: $______________________

    d. State the total estimate value of any other incentive provided by the local authorities under the CRA: $______________________

14. Date of most recent Tax incentive Review Council (TIRC) review of this project. ______________________
    a. TIRC recommendations from most recent compliance review: ______________________
    b. Local government action/status: ______________________

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2022

ENTERPRISE'S AUTHORIZED REPRESENTATIVE: ______________________________
Signature Date

____
Typed Name/Title

Exhibit F

Form of Notice of Lien

(Attached)

NOTICE OF LIEN UNDER OHIO REVISED CODE SECTIONS 323.11 AND 5709.91