Terry Emery

ORDINANCE 008-2025

TO APPROVE THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND AMAZON DATA SERVICES, INC., AND ITS ACCOMPANYING COMPENSATION AGREEMENT BETWEEN THE CITY OF MARYSVILLE, THE MARYSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT AND OHIO HI-POINT CAREER CENTER

WHEREAS, the City of Marysville (the "City") has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the City; and

WHEREAS, to encourage that redevelopment, the City, pursuant to Resolution No. 17-19, adopted by the Council on August 12, 2019 (the "CRA Legislation"), established the area specified in the CRA Legislation as the Marysville Community Reinvestment Area No. 2 (the "CRA") under the authority of Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"); and

WHEREAS, the same date herewith, the City anticipates adopting an ordinance pursuant to R.C. Section 3735.67(D)(2)(a) amending the CRA Legislation to authorize up to a thirty (30) year real property exemption for new construction of commercial or industrial structures situated on megaproject sites owned and operated by megaproject operators or, if not situated on a megaproject site, on sites owned and occupied by megaproject suppliers (such qualifying structure, "Megaproject Structures"); and

WHEREAS, pursuant to the CRA Legislation and the CRA Act, the City and Amazon Data Services, Inc., a Delaware corporation (the "Developer"), desire to enter into a Community Reinvestment Area Agreement (the "CRA Agreement"), substantially in the form attached hereto as Attachment A and incorporated herein by reference, in connection with the development by the Developer of two commercial buildings (the "Project," as further described in the CRA Agreement) on certain land owned by or to be owned by the Developer in the City (the "Project Site") and located within the jurisdiction of the Marysville Exempted Village School District ("Marysville Schools") and Ohio Hi-Point Career Center ("Ohio Hi-Point", together with Marysville Schools, the "School Districts"), which Project Site is described in Exhibit A to the CRA Agreement; and

WHEREAS, the CRA Agreement, subject to terms and conditions therein, will provide Developer with a thirty (30) year, 100% real property tax exemption for the assessed value of new structures constructed at the Project Site, meaning that each building constructed at the Project Site is 100% exempt from real property taxation for years one through thirty (30) of each exemption, subject to the terms and conditions of the CRA Agreement, all as further

described in the CRA Agreement (each a "CRA Exemption" and collectively, the "CRA Exemptions"); and

WHEREAS, the extended thirty (30) exemption period available under R.C. Section 3735.67(D)(2)(a) is only applicable to Megaproject Structures, and the City anticipates the structures comprising the Project will constitute Megaproject Structures; and

WHEREAS, the City has provided notice of the CRA Agreement to the School Districts; and

WHEREAS, in consideration of the CRA Exemptions, the CRA Agreement will require the Developer to make certain payments in lieu of taxes to the certain Community Improvement Corporation of Union County, an Ohio nonprofit corporation ("CIC"), in amounts set forth in the schedule attached as Exhibit E to the CRA Agreement ("CRA PILOTs") and, additionally, will require the Developer to fulfill other various local commitments, including financial contributions to the Union County-Marysville Economic Development Partnership and the applicable tax incentive review council, all as more particularly described in the CRA Agreement; and

WHEREAS, the City, the School Districts, and the CIC (collectively, the "City Parties"), plan to enter into a Compensation Agreement, attached and incorporated herein as Attachment B, in connection with the CRA Agreement ("Compensation Agreement") through which the City Parties anticipate agreeing, among other things, to the following: (i) for the CIC to reallocate portions of the CRA PILOTs among the other City Parties; and (ii) for the City to share with the Marysville Schools a certain portion of municipal income taxes collected from employees working at the Project; and

WHEREAS, the terms and conditions of the CRA Agreement and Compensation Agreement shall comply with the income tax sharing requirements of R.C. Section 5709.82; and

WHEREAS, Developer and the City desire to execute the CRA Agreement and the Compensation Agreement to provide for the successful development of the Project Site, which development will create and preserve employment opportunities in the City and will benefit the citizens of the City; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The CRA Agreement between the City and the Developer, substantially in the form attached to this Ordinance as Attachment A, and the Compensation Agreement, substantially in the form attached to this Ordinance as Attachment B, are hereby approved and authorized, with changes or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City as determined by the City Manager. The City Manager, for and in the name of the City, is hereby authorized to execute the CRA Agreement and Compensation Agreement and any amendments thereto deemed by the City Manager to be necessary. The approval of changes or amendments by the City Manager, and the character of the changes or

amendments as not being inconsistent with this Ordinance and not being substantially adverse to the City, shall be evidenced conclusively by the execution of the CRA Agreement and Compensation Agreement by the City Manager.

SECTION II. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision-making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements including Ohio Revised Code Section 121.22.

SECTION III. This Ordinance shall take effect and be in force at the earliest date permitted by law following the effective date of Ordinance No. _____.

1st Reading February 10, 2025

2nd Reading February 24, 2025

3rd Reading March 10, 2025

Passed: March 10, 2025

PRESIDENT OF COUNCIL

APPROVED AS TO FORM:

LAW DIRECTOR

ATTEST:

CLERK OF COUNCIL

ATTACHMENT A

COMMUNITY REINVESTMENT AREA AGREEMENT

AMAZON DATA SERVICES, INC.

This Community Reinvestment Area Agreement (the "Agreement"), effective as of the Effective Date, as defined herein, by and between the City of Marysville (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, and Amazon Data Services, Inc., a Delaware corporation (together with any permitted 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 jointly as the "Parties".

WITNESSETH:

WHEREAS, the City has determined to encourage the industrial and commercial development of real property and the acquisition of personal property located in an area formally designated as the Marysville Community Reinvestment Area #2 (the "CRA"); and

WHEREAS, the Company has acquired or shall acquire the real property generally described and depicted in Exhibit A (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, including, but not limited to offices and utility buildings, structures, and appurtenances (collectively, the "Project" with each individual building or structure within the Project subject to an exemption as defined in Section 4 herein being referred to herein as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the City Council by its Ordinance No. 17-19 adopted on August 12, 2019, as amended by [___] (together, the "CRA Legislation") designated the area specified in the CRA Legislation as the CRA pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (collectively, the "CRA Act"), and authorized a real property tax exemption for the construction of certain types of new structures and the remodeling of certain types of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the City, having the appropriate authority under the CRA Act and the CRA Legislation, desires to provide incentives available for the development of the Project on the Project Site; and

WHEREAS, the Company submitted to the City the CRA Agreement Application (the "Agreement Application") attached hereto as Exhibit B; and

WHEREAS, the City's Housing Officer, duly designated under R.C. 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 employment opportunities in the CRA and improve the economic climate of the City; and

WHEREAS, the Project Site is located in the Marysville Exempted Village School District (the "MEVSD") and the service area for the Ohio Hi-Point Career Center (the "OHPCC", each "a "School District" and, collectively, the "School Districts"), and the Board of Education of each School District has waived its right to receive notice of this Agreement under R.C. 3735.671 and R.C. 5709.83;

WHEREAS, pursuant to R.C. 3735.671, the MEVSD, by resolution adopted on _____, and the OHPCC, by resolution adopted _____, have: (i) approved this CRA Agreement and the property tax exemption set forth herein, including a thirty (30) year exemption of one hundred percent (100%) of the assessed value of each Building constructed at the Project Site; (ii) waived their rights to receive notice under the CRA Act and R.C. 5709.83; and (iii) waived the application of R.C. 5709.82(C) and (D) to this matter;

WHEREAS, the City, MVESD, OHPCC, and the Community Improvement Corporation of Union County (the "CIC") intend to enter into a compensation agreement to provide for the CIC's distribution among the City, MVESD, and OHPCC of the Company's payments to the CIC pursuant to Section 7 herein and which further reflects MVESD's and OHPCC's approval of the property tax exemption set forth herein and waiver of their rights to receive notice under the CRA Act, R.C. 5709.83 and R.C. 5709.82(C) and (D);

WHEREAS, on December 16, 2024, the Ohio Tax Credit Authority ("TCA") authorized the Fifth Amendment to Tax Credit Agreement with the Company (the "Tax Credit Agreement") by which the Company and the TCA agreed that the Company's investment and operations in Ohio, including the Project, does or will satisfy the requirements for a "megaproject" as defined in R.C. 122.17(A)(11) and the Company qualifies as a "megaproject operator" as defined in R.C. 122.17(A)(12);

WHEREAS, the City Council, by Ordinance No. _____, passed on _____, __, 2025, has approved the terms of this Agreement and authorized its execution on behalf of the City;

WHEREAS, pursuant to R.C. 3735.67(A) and in conformance with the requirements under R.C. 3735.671(B), the Parties desire to set forth their agreement with respect to matters contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and the benefit to be derived by the Parties from the execution hereof, the Parties agree as follows:

1. Project. The Company will make a good faith effort to complete the Project on the Project Site. The cost of the investments to be made in connection with the Project by the Company (including, but not limited to, construction costs, on-site infrastructure costs, and equipment costs) is estimated to equal or exceed approximately $1,000,000,000. The Company currently estimates the first Building will begin operations in 2027. The estimates provided in this Section are good faith estimates provided pursuant to R.C. 3735.671(B) and will not limit the amount or term of the tax exemptions provided under this Agreement or allow the City to compel the Company to make investments. The Parties recognize that the costs associated with the Project may increase or decrease significantly and the estimated timelines may change. The Parties also recognize that costs

do not necessarily equate to taxable value for real property tax purposes. No machinery, equipment, furniture, fixtures, or inventory owned by the Company exists at the Project Site prior to the execution of this Agreement.

2. Job Creation. The Company currently estimates that by December 31, 2028, the Company will create approximately 25 new, full-time employee positions with an aggregate annual payroll of $2.25 million, as well as non-construction contractor positions. All positions created at the Project will be net new positions in addition to current full-time employee positions of the Company in Ohio. If the Company relocates any positions to the Project from another site in Ohio, it will cooperate with the City with regard to the City's obligations under R.C. 3735.673. 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 estimates provided in this Section are good faith estimates provided by the Company, and will not limit the amount or term of the tax exemptions provided under this Agreement or allow the City to compel the Company to create positions. The Parties recognize that employment and payroll estimates associated with the Project may increase or decrease. The Parties also recognize that the positions may be filled by individuals employed by the Company or its Affiliates, or by contractors of the Company or its Affiliates. For purposes of this 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.

The Company will make a good faith effort to comply with any reasonable requests for assistance from the City in connection with contractors working on the Project that do not comply with the City's requests for information and/or tax laws, provided that failure to meet any obligations under this paragraph is not a breach of this Agreement or a material failure under Section 11.

3. Provision of Information; Megaproject Reporting. The applicable tax incentive review council (the "TIRC") will annually review this Agreement pursuant to R.C. 5709.85(C)(1). To facilitate that annual review, the Company will do the following:

(a) Once each calendar year during the term of this Agreement in which a real property tax exemption applies to the Project pursuant to this Agreement, submit to the City annual information required by the TIRC to evaluate the Company's compliance with this Agreement substantially in the form of the annual report attached hereto as Exhibit C (the "Annual Report") by the later of (i) thirty (30) days after having received a written request from the City or (ii) March 1st. In addition, 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 R.C. 5709.85(D), the Company will provide any information reasonably requested.

(b) Once each calendar year during the term of this Agreement in which a real property tax exemption applies to the Project pursuant to this Agreement, certify in writing to the City that either: (i) the Company holds a megaproject operator certificate that has been issued by the Director of the Department of Development of the State of Ohio ("the "Director") under R.C. 122.17 either annually or at the conclusion of the Tax Credit Agreement (a "Megaproject

Certificate") and effective as of the immediately preceding January 1, by the earlier of (A) thirty (30) days after the Director issues the Megaproject Certificate to the Company, or (B) December 31st, provided that if the Megaproject Certificate is valid for multiple years or has no expiration date the Company's written certification will be deemed timely if provided by December 31st; or (ii) by December 31st of each calendar year in which a Megaproject Certificate is not available by the due date for the certification described in Subsection 3(b)(i), that neither the Director nor the TCA has notified the Company of any determination that the Project fails to qualify as a "megaproject" as defined in R.C. 122.17(A)(11) as of the date of the Company's certification pursuant to this Section 3(b).

(c) If applicable, provide written notice to the City within thirty (30) days after either the Director or the TCA notifies the Company that (i) the Company is not in compliance with the Tax Credit Agreement, or (ii) the Megaproject Certificate has been modified, suspended or terminated.

4. Real Property Tax Exemption for Project. The City hereby grants a thirty (30) year real property tax exemption pursuant to R.C. 3735.67 for one hundred percent (100%) of the assessed value of each Building constructed at the Project Site, meaning that each Building constructed at the Project Site is one hundred percent (100%) exempt from real property taxation for years one (1) through thirty (30) of each exemption. For each separately identifiable real property improvement (which may include portions of a Building), 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 will commence after tax year 2035 (i.e., tax lien date January 1, 2035) or extend beyond tax year 2065 (i.e., tax lien date January 1, 2065). Although a tax exemption under this Agreement for any separately identifiable real property improvement lasts for a thirty (30) year exemption period, the real property exemption period for the Project as a whole may last more than thirty (30) years. This Agreement, and the exemptions provided hereunder, take effect on the date (the "Effective Date") of the later to occur of (a) the last date of signature of this Agreement, and (b) the date that the Company is the owner of record of the Project Site as is required pursuant to R.C. 3735.671(A). For the avoidance of doubt, and notwithstanding the preceding sentence, the exemptions set forth in this Section 4 will apply irrespective of whether the real property is owned by the Company or an Affiliate, or by another entity or other entities in accordance with Section 17 of this Agreement.

5. Application for Exemption. The Company acknowledges 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 substantially in the form attached hereto as Exhibit D. The City agrees that within forty-five (45) days of receipt of the real property tax exemption application, the Housing Officer will verify the facts and circumstances necessary to determine whether the real property improvement is eligible for a tax exemption pursuant to this Agreement. If the Housing Officer determines that the real property improvement is eligible for a tax exemption, he or she will certify the tax exemption to the Union County Auditor. If the Housing Officer determines that the real property improvement is not eligible for a tax exemption, he or she will provide written notice of such determination to the Company pursuant to Section 21.

6. Payment of Other Taxes. The Company will pay real property taxes that are not exempted under this Agreement as required by law. If the Company fails to pay such taxes and such failure is not corrected within sixty (60) days of written notice thereof to the Company, this Agreement is rescinded; provided, however, to the extent permitted by law, the Company and the City may reinstate this Agreement by mutual written agreement at any time under terms mutually acceptable to the Company and City. 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 R.C. 5715.13 and R.C. 5715.19 or to contest any other Ohio state or local tax matters. The rescission of this Agreement is the City's sole remedy under this Agreement for the Company's failure to pay real property taxes that are not exempted under this Agreement as required by R.C. 3735.671(B)(3).

7. Local Support.

(a) Payments to Community Improvement Corporation. In consideration of the real property tax exemptions provided by this Agreement, the Company will make payments to the Union County Community Improvement Corporation (the "CIC Payments") in an amount stated on the schedule attached as Exhibit E. The first such CIC Payment will be made in the calendar year following the first tax year in which an exemption applies to the Project pursuant to Section 4 of this Agreement. The CIC Payments will continue for fourteen (14) consecutive years thereafter so long as (i) this Agreement is in effect and (ii) exemptions are applied to the Project in accordance with this Agreement.

Unless otherwise agreed to in writing by the Parties, the Company will make each CIC Payment to the CIC no later than May 15 of the calendar year immediately following the tax year in which the real property tax exemption is in effect (i.e., consistent with the payment of property tax payments in the ordinary course), provided that the City (or the CIC working in coordination and on behalf of the City) provides the Company with a written invoice for the applicable CIC Payment pursuant to the notice provisions of Section 21 no later than sixty (60) days before that May 15. For purposes of clarity, the failure of the City or CIC, as the case may be, to timely provide an invoice to the Company for the CIC Payment will not constitute a waiver with respect to the obligation of the Company to make the CIC Payment in accordance with the terms hereof, but will extend the due date for the Company's payment to sixty (60) days after the Company's receipt of the applicable invoice. For example, if the first tax year in which an exemption applies under this Agreement is 2026 (i.e., tax lien date January 1, 2026), the Company, after receipt of an invoice from the City by March 16, 2027, will make the first CIC Payment to the CIC no later than May 15, 2027. If the Company receives the invoice after March 16, the CIC Payment will be due 60 days after the Company receives such invoice. Invoices will include an accounting for calculation of the CIC Payment and be provided to the Company consistent with the method for providing notice under Section 21.

The standard method of payment for any CIC Payment due under this Agreement will be by wire transfer, unless another method is mutually agreed upon in writing between the Parties. For each CIC Payment that the CIC receives, the City will ensure that the CIC provides the Company with a written receipt within thirty (30) calendar days.

(b) Other Local Commitments. Additionally, the Company agrees to the following:

(i) The Company has collaborated with local education and workforce leaders regarding training and education of students in the region, including on fiber-optic technology, and intends to continue this collaboration with MEVSD and OHPCC.

(ii) During the term of the Agreement, Company shall annually invest six thousand dollars ($6,000.00) into the Union County-Marysville Economic Development Partnership to cover the cost of the annual monitoring of this Agreement, support the economic development of Union County, and pay for the Company's membership in the Union County Chamber of Commerce (the "EDP Payment"). The Company will make the EDP Payment no more than once per year within sixty (60) days of receiving a written invoice from the City.

8. City Cooperation to Claim and Maintain Exemption. The City will 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 will give its fullest cooperation in the development of the Project, including, but not limited to: (i) the expeditious review, processing, and approval of all permits under the City's control, and (ii) all other activities related to the Project; provided, however, the Company acknowledges and agrees that the various approvals of the City relating to planning and zoning are not effective until approved by the appropriate body.

9. Continuation of Exemption under Certain Circumstances. To the extent permitted by law, if for any reason the CRA designation expires, the Director of the Ohio Department of Development revokes certification of the CRA, or the City revokes the designation of the CRA, this Agreement will nevertheless continue in effect in accordance with its terms, and: (i) any exemption previously granted under Section 4 of this Agreement for a Building will continue for the number of years specified under this Agreement, and (ii) exemptions yet to be granted but provided for under Section 4 will be granted by the City in accordance with the terms of this Agreement. The preceding sentence will 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, suspends, or modifies the exemptions pursuant to Section 11 of this Agreement.

10. 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 property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under R.C. Chapters 5735, 5739, 5741, 5743, 5747, or 5753, 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 R.C. governing payment of those taxes.

11. Modification of Exemption for Material Failure. If the Company materially fails to fulfill its obligations under this Agreement and such material failure is not corrected within the periods specified in this Section following the City's delivery to the Company of written notice describing such failure in reasonable detail, then the City may terminate, suspend, or modify the exemptions from taxation granted under this Agreement from the date of the material failure. For purposes of this Section 11, a material failure includes (but is not limited to) the Company's failure to satisfy one or more payment obligations under Section 7. For any written notice from the City to the Company describing in reasonable detail the Company's material failure to fulfill its obligations in this Agreement, the Company will have ninety (90) days to correct the material failure from the date of delivery of written notice thereof or, if the material failure is not susceptible to cure within such ninety (90)-day period, the Company will have thirty (30) days to commence curative action from the date of delivery of written notice of the material failure and thereafter exercise reasonable diligence to cure that material failure. The Parties may extend the timelines set forth in this section by mutual, written agreement. The City may elect to reinstate any terminated, suspended, or modified exemptions at any time under terms acceptable to the City and as allowed by law. The termination, suspension, or modification of exemptions under this Section 11 is the City's sole remedy for a material breach by the Company under this Agreement. For the avoidance of doubt, the preceding sentence will not limit the City's respective remedies specified in Sections 6, 12, 16, and 22 of this Agreement.

The City may terminate or suspend any tax exemption granted under this Agreement for current and subsequent tax years beginning in any of the years 16 through 30 of that exemption if (i) the Company does not hold a Megaproject Certificate issued under R.C. 122.17 for the current year by the date the certification required under Section 3(b) is due to the City and (ii) the Company does not make the applicable certification under Section 3(b) herein. The City further acknowledges that the City may only act to terminate an exemption under this paragraph if and to the extent that termination is permitted by statute at the time of the City's action. To the extent permitted by law, the City may, in its sole discretion, reinstate any exemption for subsequent tax years if the Company obtains a current Megaproject Certificate or makes the certification required under Section 3(b) even if the Company did not hold a Megaproject Certificate or make the certification required under Section 3(b) for a prior particular year.

12. Cessation of Operations. If the Company ceases all data center operations at the Project Site (a "Cessation") for a continuous period of more than one (1) year ending on or before December 31, 2040, the City, following the notice and cure provisions of Section 11, may (i) thereafter suspend, modify, or terminate the exemptions from taxation provided under this Agreement for tax years beginning after the date the Cessation has reached one year of duration, as applicable, and (ii) require the payment of one-hundred percent (100%) of the real property taxes that would have been payable with respect to any Building on the Project Site had such building not been exempted from taxation under this Agreement (less the CIC Payments actually paid by the Company during such period), for the tax year in which the Cessation has reached one year of duration and the two (2) immediately preceding tax years (provided, however, that this Section 12 will not apply to any temporary cessation of operations at the Project Site during a period while the Company is proceeding with due diligence in the retooling of a substantial portion of the Project or other action to recommence operations). Payments imposed by the City under this Section 12, if any, will be made within ninety (90) days of written notice by the City requiring such payment, which notice will include an accounting of the amounts required by the City. At no time will the

sum of the Company's obligations for any given tax year to pay for real property taxes, service payments in lieu of taxes, CIC Payments, and payments under this Section 12 that relate to the Project Site exceed one hundred percent (100%) of the real property taxes allowable by law to be imposed on the Project Site for that year in the absence of any exemption from taxation.

For clarity, if the Company were to cease all operations at the Project Site indefinitely on September 30, 2029 and there was a continuous Cessation through December 31, 2030, during which time the City provided notice of material failure pursuant to Section 11 and the Company failed to cure within the applicable period, the City may suspend, modify, or terminate the tax exemptions provided for under this Agreement effective beginning with the 2031 tax year and require the Company to pay not more than one hundred percent (100%) of the amount of the real property taxes that would have been payable with respect to any Building on the Project Site had such building not been exempted from taxation under this Agreement for tax years 2028, 2029, and 2030, less any CIC Payments for those tax years pursuant to Section 7 of this Agreement. The City may not seek any payment or other remedy under this Section 12 for any Cessation which reaches one year of duration on or after January 1, 2041.

The City is authorized to secure payment of taxes as provided by this Section 12 by a lien on the Project Site in the amount required to be repaid. Pursuant to R.C. 3735.671, such lien will attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and otherwise has the same force and effect as a mortgage lien on real property.

13. Force Majeure. Any delay in the performance of any of the duties or obligations of a Party hereunder (the "Delayed Party") will not be considered a breach, default, or otherwise in violation of the terms of this Agreement if the delay in performance arose from a Force Majeure Event and the time required for performance will be extended for a period equal to the period of delay caused by a Force Majeure Event. The Delayed Party will give prompt notice to the other Party of such cause and will take whatever reasonable steps are necessary to relieve the effects of such cause. "Force Majeure Event" means, in respect of a Party, any event or occurrence that is not within the reasonable control of that Party or its affiliates, and prevents that Party from performing its obligations under this Agreement, including any of the following events and occurrences (provided that it meets the foregoing requirements): any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources; labor strike, lockout, or other labor or industrial disturbance (whether or not on the part of agents or employees of a Party); civil disturbance; terrorist act; power outage; fire; flood; windstorm; hurricane; earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty; insurrection; epidemic; pandemic; arrests; restraint of government and people; quarantine; explosions; breakage or accident to machinery, transmission pipes, or canals; partial or entire failure of utilities; any change in law, order, regulation, or other action of any governing authority; or any other event or occurrence not within the reasonable control of that Party or its affiliates, including insufficient or unavailable utilities for the Project.

14. Approval by the City. The Company 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 was approved by Ordinance No. _____ of the City Council on _____, 2025, and this Agreement will be effective as of the Effective Date immediately upon its execution.

15. Dispute Resolution. In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with this Agreement (including disputes as to the creation, validity, or interpretation of this Agreement) (a "Dispute"), then upon the written request of a Party, each of the Parties will appoint a designated senior executive whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated executives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Party.

16. Revocation for Violation of R.C. 3735.671(C). The exemptions granted pursuant to this Agreement will be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in R.C. 3735.671(C)) has violated the prohibition against entering into this Agreement under R.C. 3735.671(C), as such division is in effect as of the Effective Date. Revocation under R.C. 3735.671(C) is the City's sole remedy for any violation of R.C. 3735.671(C).

17. Transfer and Assignment. Except as provided below, no Party may transfer or assign this Agreement or the benefits and obligations thereof without the express prior written approval of the City Manager (if transfer or assignment is requested by the Company) or the Company (if transfer or assignment is requested by the City), which approval will not be unreasonably conditioned, withheld or delayed. The City hereby approves transfer, assignment, or both, of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees. "Permitted Transferee" as used herein means: (i) each person or entity which is an assignee or transferee by sale or other means of transfer of all or any part of a Building or the Project Site; (ii) any Affiliate or entity affiliated with any Permitted Transferee described in the preceding clause (i); or (iii) successor entities to the Company or any Permitted Transferee described in the preceding clauses (i) and (ii) in connection with a public offering, consolidation, reorganization, dissolution, acquisition, merger, sale of stock, membership, or partnership interests or of all or substantially all assets or any similar transaction, or in connection with any financing transaction entered into for the Project, including but not limited to any financing transaction under R.C. Chapter 4582.

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

19. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance is determined to be invalid, illegal, or unenforceable, then such determination will 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 will 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 will have the meaning which renders it valid. Furthermore, in lieu of any illegal, invalid, or unenforceable provision, there will be added by the mutual consent of 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. 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.

20. Validity. The Company and the City covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. The Company 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 Company and the City (subject to applicable fiscal certification requirements) will advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates, or requests required to be given on behalf of any party to this Agreement will be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and will be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service, and will 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 of Marysville, Ohio
[]
With a courtesy copy, which is not required notice, to:

City of Marysville, Ohio
[]

If to the Company, to:

Amazon.com, Inc.
Attention: General Counsel
P.O. Box 81226
Seattle, WA 98108-1226
Contracts-legal@amazon.com

With a courtesy copy, which is not required notice, to:

Amazon.com, Inc.
410 Terry Ave. N
Seattle, WA 98109
Attention: AWS Economic Development
Aws-econ-dev@amazon.com

With a courtesy copy, which is not required notice, to:
Amazon.com, Inc.
Attention: Property Tax
P.O. Box 80416
Seattle, WA 98108-0416

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

22. R.C. Section 9.66. The Company affirmatively represents 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; or (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. If the Company or an authorized representative of the Company has knowingly made a false statement to the City regarding the covenants in this Section 22 in relation to its application for incentives under this Agreement or fails to provide the information required by R.C. 9.66(B), the Company will be required to return any moneys received by it under this Agreement pursuant to R.C. 9.66(C)(2) and the Company will be ineligible for any future economic development assistance from the State, any State agency, or a political subdivision pursuant to R.C. 9.66(C)(1). To the extent permitted by Ohio law, repayment of benefits under R.C. 9.66(C)(2) is the City's sole remedy under for any violation of R.C. 9.66.

23. Estoppel Certificate. Upon request of the Company, the City will execute and deliver to the Company or any proposed purchaser, mortgagee, or lessee a certificate (in a form reasonably acceptable to the City) stating: (a) that the Agreement is in full force and effect, if true; (b) 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 any such default; and (c) such other matters as the Company reasonably requests.

24. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements, and conditions of any nature whatsoever regarding the subject matter hereof. No amendment, waiver, or discharge of any provision herein will be effective against either Party without the written consent of both Parties.

25. Legal Authority; Binding Effect. The Parties 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 will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

26. No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that: (i) no individual or entity will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other

than the Parties; (iii) no other individual or entity will obtain any right to make any claim against the Parties under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

27. Each Party Responsible for its Own Costs. Each Party will be responsible for its own costs incurred in performing its obligations under this Agreement.

28. Termination. Unless terminated earlier pursuant to its terms, this Agreement will be in full force and effect until December 31 of the last tax year in which an exemption can be claimed or applied pursuant to Section 4 of this Agreement, after which this Agreement and the obligations of all Parties will terminate; provided, however, that Sections 29 (Governing Law; Venue), Section 30 (Limitation on Liability), and Section 32 (Public Records; Confidentiality) will each survive termination of this Agreement. The Company has the right to terminate this Agreement for any reason or no reason by delivering written notice to the City at least thirty (30) days prior to the desired termination date.

29. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. The Parties designate the United States District Court for the Southern District of Ohio, or the Court of Common Pleas of Union County, Ohio as the forum where all matters pertaining to this Agreement may be adjudicated, and by the foregoing designation, consent to the jurisdiction and venue of such courts for the purpose of adjudicating all matters pertaining to this Agreement. 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 will be construed in accordance with law and any applicable regulations in effect as of the Effective Date. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity or otherwise) the Parties knowingly, intentionally, and irrevocably waive their right to trial by jury.

30. Limitation on Liability. Except as otherwise provided herein or under Ohio law, no officer, agent, or employee of a Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section 30 will not relieve any such officer, agent, or employee from the performance of any official duty provided by law. In no event will a Party be liable to another Party for any special, incidental, consequential, indirect, punitive, exemplary, reliance or similar damages arising from or in relation to this Agreement, however caused and regardless of theory of liability.

31. No Partnership or Joint Venture. Notwithstanding anything herein to the contrary, nothing herein is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.

32. Public Records: Confidentiality. The Company acknowledges and agrees that this Agreement and the Annual Reports submitted pursuant to Section 3 hereof (collectively, the "Public Documents") are public records subject to disclosure under Ohio's public records laws, as such laws

may be amended, interpreted by one or more courts, or supplemented from time to time. The City acknowledges and agrees that Ohio's public records laws exempt from disclosure certain types of records, materials and information, including without limitation: tax returns and related information (R.C. 718.13, 5703.21); records confidential under other state or federal law (R.C. 149.43(A)(v)); social security numbers (R.C. 149.45); trade secrets and economic development project information (R.C. 122.36, 1333.61, et seq); and financial information (R.C. 122.75), as such laws and rules may be amended, interpreted by one or more courts, or supplemented from time to time. The City agrees to use reasonable safeguards to maintain the security of all materials, communications, data and information supplied by the Company in connection with the entering into of this Agreement (the "Confidential Information"), and maintain confidentiality of the Confidential Information to the extent permitted by Ohio law. The Company acknowledges that portions of the Confidential Information may constitute public records subject to disclosure under Ohio public records laws and agrees that the City may be required to disclose the Confidential Information as required by law, provided that, in the event of a public records request for the Confidential Information and before any required disclosure pursuant to such public records request, the City (a) provides the Company written notice and a copy of such request as soon as reasonably practicable; (b) allows the Company at least five (5) business days beginning with the date Company receives the notice described in the preceding clause (a) to respond to the request by either working with the City to reach a mutually agreeable response to the requester or pursue legal remedies to stop the City's release of requested information (the Company's sole expense); (c) discloses only such information as is required under the applicable law; and (d) communicates in good faith with the Company in responding to any such records request. The City agrees that its staff, representatives and agents will exercise reasonable discretion in oral and written communications regarding the Project and will provide information internally only to those individuals who need the information to facilitate the Parties' performance under this Agreement.

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

34. Development Agreement. The Parties agree that certain public infrastructure improvements will need to be completed to facilitate the development of the Project and the Project Site and that a development agreement (the "Development Agreement") will need to be completed and executed by the Parties to provide for those public infrastructure improvements. The Parties further agree that the provision of real property tax exemptions hereunder will be conditioned upon the prior execution of that Development Agreement by the Parties. For the avoidance of doubt, the condition set forth in the preceding sentence will be satisfied in full as of the date of the Parties' execution of the Development Agreement.

35. Nondiscriminatory Hiring

The City has developed a policy to ensure recipients of CRA tax benefits practice nondiscriminatory hiring in their operations. The Company has policies in place to ensure it follows 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.

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

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

AMAZON DATA SERVICES, INC.

By: _____

Name: _____

Title: _____

CITY OF MARYSVILLE, OHIO

By: _____

Name: _____

Title: _____

Approved as to form:

_____
Director of Law

Exhibit A

Description and Depiction of Project Site

The Project Site will be +/- 55 acres acquired or to be acquired by the Company as depicted on the map on the following page.

[See next page for Project Site map.]

EXHIBIT A
DESCRIPTION AND DEPICTION OF PROJECT SITE

The Project Site is an approximately 55+/- acre site as generally outlined in blue below:



Exhibit B

Agreement Application

(Attached)

BUSINESS APPLICATION FOR MARYSVILLE CRA #2 TAX INCENTIVE

Section 1 – Contact Information

a) Name of property owner, office address, contact person, and telephone number. Please attach additional pages if multiple enterprise participants.

Amazon Data Services, Inc. ("ADS")	John Werkman, Economic Development Manager
Enterprise Name	Contact Person
410 Terry Ave. N Seattle, WA 98109	
Address	Phone
Email	

b) Project site:

City of Marysville (to be acquired by ADS)	
Owner Name	Contact Person
14684 Industrial Parkway	
Address	Phone
Email	

Section 2 – Business Activity

a) Describe the nature of the primary activity to be conducted at the site (e.g. manufacturing, warehousing, wholesale, retail): Data Center Services

b) List the primary 6 digit North American Industry Classification System (NAICS) # 518120

Business may list other relevant SIC numbers: _____

c) If a consolidation, what are the components of the consolidation? Itemize the location, assets, and employment positions to be transferred:

d) Form of business of enterprise (e.g. corporation, partnership, proprietorship, or other):

Corporation

Section 3 – Principal Ownership

a) Name of principal owner(s) or officers of the business.

ADS is a wholly-owned subsidiary of Amazon.com, Inc.

Section 4 - Relocation

a) State the enterprise's current employment level at the proposed project site:

0

b) Will the project involve the relocation of employment positions or assets from one Ohio location to another? ☐ Yes ☒ No

c) If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

d) State the enterprise's current employment level in Ohio. Itemize for full and part-time and permanent and temporary employees:

629 FTEs

e) State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

f) What is the projected impact of the relocation, including the number and type of employees and/or assets to be relocated?

Section 5 – Delinquent Taxes or Fees

Does the Property Owner owe:

a) Any delinquent taxes to the State of Ohio or a political subdivision of the state? ☐ Yes ☒ No

b) Any delinquent taxes, fees, or penalties to Union County or the City of Marysville? ☐ Yes ☒ No

c) Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? ☐ Yes ☒ No

d) 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? ☐ Yes ☒ No

e) If **yes** to any of the above, please provide details of each instance including the location, amounts and/or case identification numbers. *Please add additional sheets if necessary.*

Section 6 – Project Description

Please describe the project:

The new facility and property in the City of Marysville will be used for the operation of a data center. The investment in personal property will consist primarily of computer networking equipment, computer servers, and other similar equipment. This investment will bring jobs and turn vacant industrial property into a productive use. With its investment, ADS intends to contribute meaningfully as a member of the community.

Section 7 – Project Timeline

a) The project will begin August (month), 2025 (year) and be completed December (month), 2028 (year).

Section 8 - Employment

a) Estimate the number of new employees the property owner will cause to be created at the facility that is the project site. Job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary.

FT New Permanent Employees:	25
PT New Permanent Employees:	
FT New Temporary Employees:	
PT New Temporary Employees:	
Total New Employees:	25

b) Indicate the time frame of projected hiring: 2-3 years

c) State the proposed schedule for hiring. Itemize by full and part-time and permanent and temporary employees.

ADS anticipates 25 FTEs will be hired within the first 2-3 years of operations

Section 9 – New & Retained Payroll

a) Estimate the amount of annual payroll new employees will add. *Must be itemized by full and part-time and permanent and temporary new employees.*

FT New Permanent Employees:	$ 2,250,000
PT New Permanent Employees:	$
FT New Temporary Employees:	$
PT New Temporary Employees:	$

b) Indicate the amount of existing annual payroll relating to job retention resulting from the project.

FT Retained Permanent Employees:	$
PT Retained Permanent Employees:	$
FT Retained Temporary Employees:	$
PT Retained Temporary Employees:	$

Section 10 – Project Investment

a) Provide an estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

Acquisition of Buildings:	$
Additions/New Construction:	$
Improvements to Existing Buildings:	$
Machinery & Equipment:	$
Furniture & Fixtures:	$
Inventory:	$
Total New Project Investment:	$ 1,000,000,000

Section 11 – Assistance Requested

a) Business requests the following tax exemption incentives: 100 % for 30 years covering real property improvements as described above.

b) Business's reasons for requesting tax incentives (be quantitatively specific as possible):

ADS is considering multiple locations for the planned investment. The requested real property tax exemption supports investment and costs necessary for data center operation, including infrastructure.

Section 12 – Obligations

Submission of this application expressly authorizes the City of Marysville and it designees to contact the Ohio Environmental Protection Agency to confirm statements contained within this application and to review applicable confidential records.

As part of this application, the property owner may be required to directly request from the Ohio Department of Taxation a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

Applicant agrees to supply additional information upon request: ☐ Yes ☐ No

Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Roger Wehner	February 4, 2025
Name of Property Owner	Date
Roger Wehner	Authorized Signatory
Signature	Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

Exhibit C

Form of Annual Report

(Attached)

EXHIBIT C

Agreement Name: _____

CRA #: _____

Agreement #: _____

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 **at the Project Site** prior to the CRA agreement:	_____
5	Number of full-time permanent jobs committed to create and/or retain within the CRA agreement **at the Project Site**. **a.** Retain: **b.** Create:	_____ _____
6	State the job creation period end date outlined within the CRA Agreement:	_____
7	The estimated annual payroll attributed to the new and/or retained employees pursuant to question 5: **a.** Retain Payroll: **b.** New Payroll:	_____ _____
8	The estimated total project investment commitment at the Project Site.	_____
9	State the tax exemption terms (rates and period (in yrs)) granted to the business under the CRA Agreement:	Rate: Period:
10	State the total permanent full-time employees employed by the enterprise **at the Project Site** for the following categories: **a.** As of : 12/31/202X **b.** New jobs created attributed to the CRA Agreement: **c.** Jobs retained attributed to the CRA Agreement:	_____ _____ _____
11	State the total amount of annual payroll **at the Project Site** as of 12/31/202X:	_____
12	State the total amount of taxes exempted **at the Project Site** under agreements:	_____
13	State the total project investment level achieved as of 12/31/202X:	_____

Exhibit D

Form of Exemption Application

(Attached)

EXHIBIT D

City of Marysville, Ohio

APPLICATION TO ENACT REAL PROPERTY TAX EXEMPTION

Property Owner/Applicant Information			
Legal Entity Name:			
Federal Tax ID:			
Corp. Address:			
	Street Address		*P.O. Box/Suite No.*
	City	*State*	*Zip Code*
Contact Name:			
Contact Title:			
Contact Phone Number:			
Contact E-mail Address:			

Project Information			
Address of Property:			
	Street Address		*P.O. Box/Suite No.*
	City	*State*	*Zip Code*
Parcel ID Number(s):	*1.*		
	2.		
County:			
Tax Dist. Number:			
School District:			
Investment Type: *New Construction or Expansion*			
Construction Cost	*$*		
Project Square Feet			
Commencement Date			
Completion Date			
Date of Occupancy			

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	
Authorizing Resolution No.:	
Approval of City Council:	
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 Marysville, Ohio and qualifies for tax exemption under R.C. 3735.67(D).

By: _____
[Name]
CRA Housing Officer

Date: _____

Exhibit E

CIC Payment Schedule

(Attached)

Year of Exemption	Total CIC Payment
1	$ 1,041,500
2	$ 1,041,500
3	$ 1,041,500
4	$ 1,041,500
5	$ 1,041,500
6	$ 1,041,500
7	$ 1,041,500
8	$ 1,041,500
9	$ 1,041,500
10	$ 1,041,500
11	$ 1,041,500
12	$ 1,041,500
13	$ 1,041,500
14	$ 1,041,500
15	$ 1,041,500
Total	**$ 15,622,500**

COMPENSATION AGREEMENT

Authorized under Ohio Revised Code 5709.82(B), this Compensation Agreement (the "Compensation Agreement") is made and entered into by and among the City of Marysville, Ohio ("City"); the Board of Education of the Marysville Exempted Village School District ("MEVSD"); the Board of Education of the Ohio Hi-Point Technical and Career Center School District, a local school district and a political subdivision of the State of Ohio (the "JVSD"); and the Community Improvement Corporation of Union County, an Ohio nonprofit corporation with its main offices at 227 East Fifth Street, Marysville, Ohio 43040 ("CIC," and together with the City, and MEVSD, "City-Related Parties") (all parties are sometimes collectively referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, [____] (the "Company") proposes to improve certain real property with two commercial buildings totaling approximately 500,000 square feet (the "Project") in the City of Marysville and within the boundaries of the MEVSD and JVSD; and

WHEREAS, the City has indicated a willingness to make certain Community Reinvestment Area Agreement(s) with Company and to grant tax exemption(s) for certain real property of the Company (collectively, the "Exempted Property") as more fully described in the Community Reinvestment Area Agreement dated [_____], 2025 (the "Community Reinvestment Area Agreement" to which this Compensation Agreement is attached and which is incorporated herein by this reference), in order to induce Company to establish the "Project" within the boundaries of the City (which is also within the MEVSD and JVSD); and

WHEREAS, the CIC has been appointed by the City as its economic development agency to provide economic development services to the City and as its agent to work with the Company, local school districts, and other political subdivisions in the City in relation to Community Reinvestment Area incentives under Chapter 3735 of the Ohio Revised Code;

WHEREAS, under the proposed Community Reinvestment Area Agreement, a copy of which has been provided to MEVSD and JVSD, the real property improvements making up the Project are to be exempted from property taxes which otherwise would be payable to the MEVSD, the City, JVSD, and other political subdivisions within which the Company is located (the "Tax Exemption"); and

WHEREAS, as set forth in the Community Reinvestment Area Agreement, the Company desires to encourage the City, MEVSD, and JVSD to cooperate in and support granting the Tax Exemption under the proposed Community Reinvestment Area Agreement; and

WHEREAS, in consideration of such cooperation and the community's willingness to approve the proposed Community Reinvestment Area Agreement, the parties agree:

1. **Capitalized Terms**. All capitalized terms used in this Compensation Agreement without definition shall have the meanings ascribed to such terms in the proposed Community Reinvestment Area Agreement.

2. **Term; Termination**. The term of this Compensation Agreement shall commence on the effective date of the Community Reinvestment Area Agreement and shall end upon the later of (i) the expiration or other termination of the Community Reinvestment Area Agreement or (ii) the day on which the Company makes its last Community Reinvestment Area PILOT (defined herein). In the event that the City and the Company fail to enter into a Community Reinvestment Area Agreement for the Project, or if the Company fails to construct the Project, then this Compensation Agreement shall be void and the parties shall be free from any obligations under it.

3. **Community Reinvestment Area PILOTs**. Pursuant to Section 7 of the CRA Agreement, and in accordance with the terms of the CRA Agreement, the Company shall make a series of annual payments in lieu of taxes (the "Community Reinvestment Area PILOT(s)") to the CIC as shown in the schedule attached to this Compensation Agreement marked as "Exhibit A" and incorporated herein by reference. The CIC shall allocate and transfer portions of such Community Reinvestment Area PILOTs to the City, MVESD, and the JVSD as applicable in accordance with Exhibit A. The Community Reinvestment Area PILOTs shall continue for fourteen (14) consecutive years thereafter so long as (a) the Tax Exemption is not terminated, suspended or modified, and (b) the Community Reinvestment Area Agreement has not been terminated. If the Tax Exemption is terminated, suspended or modified or if the Community Reinvestment Area Agreement has been terminated, the Company will no longer be obligated to make the Community Reinvestment Area PILOTs contained in this Compensation Agreement. For avoidance of doubt, the CIC's obligation to allocate and transfer Community Reinvestment Area PILOTs pursuant to this Compensation Agreement shall be limited to the extent of Community Reinvestment Area PILOTs that are actually received by the CIC, and the payment obligations hereunder shall not be construed as a debt or obligation of the CIC.

4. **Income Tax Sharing.** The City shall share with MVESD 50% of all municipal income taxes actually collected from employees working at the Project with respect to any building that has received a certificate of occupancy This obligation shall continue until the Tax Exemption on the Exempted Property expires and shall not include any deduction for "infrastructure costs" as that term is defined in R.C. 5709.82(A)(2). Such amount shall be payable by the City to MVESD no later than June 1 annually with respect to the immediately preceding calendar year.

5. **Other Compensation**. The MEVSD and the JVSD acknowledge and agree that this Compensation Agreement provides for the only compensation to be received by them from the City and the Company in connection with the real property tax exemption granted pursuant to the Community Reinvestment Area Agreement; accordingly, MEVSD and the JVSD hereby waive their right to receive any other compensation that may be provided for under R.C. 5709.82.

6. **Consents and Waivers**. In consideration of the execution of this Compensation Agreement, each District hereby (i) irrevocably approves all exemptions that may be granted pursuant to the Community Reinvestment Area Agreement including the Tax Exemption; (ii) irrevocably waives any notice requirements set forth in Ohio Revised Code Sections 3735.671, 5709.83 and 5715.27 with respect to the Tax Exemption or the Community Reinvestment Area Agreement, excluding any right to receive notification of any amendments or modifications to the CRA Agreement; (iii) irrevocably waives any rights to grant any approvals with respect to the CRA Agreement as may be required by R.C. 3735.671; and (iv) irrevocably waives any defects or irregularities related to the authorization of the Tax Exemption or the Community Reinvestment Area Agreement, including without limitation any notification requirements.

7. **Notices**. All notices or other correspondences relating to this Agreement must be in writing and sent by the United States Postal Service certified mail, postage prepaid, or via a nationally-recognized overnight mail delivery service, and shall be deemed to have been given or delivered when so mailed to the parties at these addresses:

To the City: City of Marysville

Attention: City Manager
209 South Main Street
Marysville, Ohio 43040

To the MEVSD: Marysville Exempted Village School District
Attention: Superintendent
212 Chestnut Street
Marysville, Ohio 43040

To the JVSD: Ohio Hi-Point Technical and Career Center School District
Attention: Superintendent
2280 OH-540
Bellefontaine, Ohio 43311

To the CIC: Community Improvement Corporation of Union County
Attention: Executive Director
233 West Sixth Street
Marysville, Ohio 43040

8. **Assignment**. 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-Related Parties, which approval shall not be unreasonably withheld or delayed. The City-Related Parties shall retain the right to consider the approval of the transfer and/or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than the Company, which is a transferee by lease, sale and/or other means of transfer of all or any part of the Project Site. If the City, the JVSD, or the MEVSD, be dissolved, merged or consolidated, the CIC shall distribute the balance of any payments due under the Agreement, as they become due, to the successor(s) of the City, the JVSD, and the MEVSD as provided by law.

9. **Events of Default and Remedies**.

   a. **Events of Default**. Each of the following shall be an "Event of Default" under this Agreement:

      i. Any party shall fail to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for thirty (30) days after written notice thereof shall have been given by the other Parties, or for such longer period as the other Parties may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default if one of the Parties institutes curative action within the applicable period and diligently pursues that action to completion; and

      ii. Any representation or warranty made or provided shall, at any time, prove to have been false or misleading in any material respect when made or given and such representation is not effectively corrected or cured within thirty days after written notice thereof shall have been given by the other party.

b. **Remedies on Default**. Whenever any Event of Default shall have happened and be subsisting beyond any applicable cure period, any party may terminate this agreement upon 30 days' written notice to the other parties.

c. **No Waiver**. A waiver by a party of any single Event of Default shall not be deemed to extend to any subsequent or other Event of Default under this Agreement. No failure by a party to insist upon the strict performance by the other party shall constitute a waiver of the party's right to strict performance; and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the other party to observe or comply with any provision of this Compensation Agreement.

10. **Governing Law; Venue**. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed under the laws of the State of Ohio. Any claims brought to enforce any of the covenants, agreements, conditions and provisions of this Agreement shall be brought in the Court of Common Pleas of Union County, Ohio.

11. **Severability of Provisions**. If any portion of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in effect as much as practicable.

12. **Amendment**. This Agreement may not be amended or modified without the prior written consent of the Parties. Any such modification shall be in writing and shall be signed by the Parties.

13. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes any prior agreements or understandings between the Parties.

14. **Counterparts**. This Agreement may be executed in counterparts, and each such counterpart shall be an original and together shall be one agreement. This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood and agreed that all Parties need not sign the same counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, on their behalf, by their duly authorized representatives, all as of the _____ day of _____, 2025.

CITY OF MARYSVILLE

_____
Terry Emery, City Manager

APPROVED AS TO FORM:

_____
City Attorney

MARYSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT

By: _____
Its: _____

COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY, OHIO

By: _____
Its: _____

OHIO HI-POINT TECHNICAL AND CAREER CENTER SCHOOL DISTRICT

By: _____
Its: _____

EXHIBIT A

Schedule of Payments

Year	City	MEVSD	OHP	PILOT Total
1	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
2	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
3	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
4	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
5	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
6	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
7	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
8	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
9	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
10	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
11	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
12	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
13	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
14	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
15	$ 100,000	$ 903,000	$ 38,500.0	$ 1,041,500
Total	$ 1,500,000	$ 13,545,000	$ 577,500	$ 15,622,500