

September 8, 2017

SENT VIA EMAIL AND HAND-DELIVERY

Mr. Michael J. Loges
Business Development Specialist
City of Columbus, Economic Development Division
Department of Development
150 S. Front Street, Ste. 220
Columbus, OH 43215

Re: Pizzuti / Columbus City Schools

Dear Michael:

Enclosed are the following documents:

1. Original certified Resolution from the School Board
2. Copy of the fully executed Compensation Agreement (PILOT)
3. Copy of the fully executed Compensation Agreement (Equipment)

Let me know if you need anything else.

Sincerely,



Mr. Scott B. West
Executive Vice President & General Counsel
The Pizzuti Companies

cc: Phil Rasey
Scott Ziance (w/encl.)
Chris Clements (w/encl.)

RESOLUTION

APPROVING A 100% COMMUNITY REINVESTMENT AREA
EXEMPTION FOR CERTAIN REAL PROPERTY
IMPROVEMENTS TO BENEFIT PIZZUTI LAND LLC ON THE
CONDITION THAT CERTAIN CONDITIONS ARE MET BY
PIZZUTI LAND LLC

(Ohio Revised Code §§ 3735.671, 5709.83)

WHEREAS, Pizzuti Land LLC, a domestic limited liability company (the "Owner") intends to construct new industrial, distribution or other commercial facilities (hereinafter referred to as the "Project") at the parcels which have been assigned tax year 2016 parcel numbers 495-234526-00 and 495-287286-00, which are located within the boundaries of the School District; and

WHEREAS, the Project will result in substantial economic improvement within the School District and within the City of Columbus, Ohio (the "City") if constructed; and

WHEREAS, the proposed Project will be located within an area designated as a Community Reinvestment Area pursuant to Ohio Revised Code ("O.R.C.") § 3735.66; and

WHEREAS, pursuant to O.R.C. §§ 3735.671(A)(1) and 5709.83, the Board has been notified that the Owner has filed an application for a Community Reinvestment Area agreement, seeking a tax exemption for one hundred percent (100%) of the value of real property improvements constructed as part of the Project (the "Improvement") for a period of fifteen (15) consecutive taxable years (the "CRA Exemption"); and

WHEREAS, the City intends to consider granting the CRA Exemption requested by the Owner for the Improvement; and

WHEREAS, O.R.C. § 3735.671 permits the City to grant Community Reinvestment Area exemptions for 100% of the value of the Improvement for a period of fifteen (15) years if approved by the affected school district, which approval may contain conditions under which the board of education of such school district would approve the abatement; and

WHEREAS, the School District has determined to approve the CRA Exemption in return for certain compensation to the School District to be outlined in two compensation agreements between the Owner and the School District in substantially the same form on file with the Treasurer or Superintendent (the "Compensation Agreements"); and

WHEREAS, O.R.C. §§ 3735.671(A)(1) and 5709.83 require that the City give notice of the proposed Community Reinvestment Area agreement and the proposed Community Reinvestment Area exemption to each school district affected by the proposed exemption not

less than 45 days and 14 days, respectively, prior to approving the exemption, unless the board of education has adopted a resolution waiving its right to receive the notice or authorizes a shorter notice period.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Columbus City School District, Franklin County, State of Ohio that:

Section 1. The Board approves a tax exemption for one hundred percent (100%) of the value of the Improvement for a period of fifteen (15) consecutive taxable years, provided that the Owner and the School District first enter into the Compensation Agreements as provided in Section 3. This Resolution shall be deemed the conditional approval provided by O.R.C. § 3735.671(A) (1).

Section 2. The Board waives the 45-day notice requirement of O.R.C. § 3735.671(A)(1) and the 14-day notice requirement of O.R.C. §5709.83, but only with respect to this exemption proposal.

Section 3. This Board authorizes the School District to enter into the Compensation Agreements with the Owner.

Section 4. The President and Treasurer of this Board and the Superintendent of the School District are each authorized to execute and deliver the Compensation Agreements, and any other agreements, document or certificates or take all other actions necessary to accomplish the purposes of this Resolution, with such completions and changes which are not substantially adverse to the School District and which shall be approved by those officials authorized to execute the Compensation Agreements, or such other documents or agreements, as the case may be.

Section 5. Provided that the Compensation Agreements are duly executed, the School District hereby waives compliance with the notice requirements under O.R.C. § 3735.671, 5709.83 or 5715.27, but solely with respect to the Project.

Section 6. The Treasurer is directed to certify a copy of this Resolution to the City.

Section 7. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

(remainder of this page intentionally left blank)

Columbus Board of Education

September 5, 2017

CERTIFYING OF RESOLUTION

I, Stanley J. Bahorek, Treasurer/CFO of Columbus City Schools, do certify that the attached is a true copy of the Resolution Approving a 100% Community Reinvestment Area Exemption for Certain Real Property Improvements to Benefit Pizzuti Land LLC on the Condition that Certain Conditions are met by Pizzuti Land LLC. The above resolution was approved by the Columbus Board of Education on the 5th day of September 2017, in the Assembly Room of the Columbus Education Center, 270 E. State Street.

Ramona Reyes moved, seconded by Michael Cole, to approve the above resolution.

AYES: Dominic Paretti, Ramona Reyes, Gary L. Baker, Eric Brown, Michael Cole, W. Shawna Gibbs, Mary Jo Hudson

NAYS: None

Motion carried.

SIGNED BY:



Stanley J. Bahorek, Treasurer/CFO
Columbus City Schools

COMPENSATION AGREEMENT

This Compensation Agreement (this "Agreement") is made and entered into effective the 5th day of September, 2017 by and between the **COLUMBUS CITY SCHOOL DISTRICT**, a school district organized and existing pursuant to the constitution and laws of the State of Ohio, through its Board of Education (the "School District") and **PIZZUTI LAND LLC** (the "Company"), an Ohio limited liability company with its main offices located at 629 North High Street, Suite 500, Columbus, Ohio 43215.

WITNESSETH:

WHEREAS, the Company intends to construct new industrial, distribution or other commercial facilities (hereinafter referred to as the "Project") at the parcels which have been assigned tax year 2016 parcel numbers 495-234526-00 and 495-287286-00 (the "Parcels"), which are located within the boundaries of the School District; and

WHEREAS, the Project will result in substantial economic improvement within the School District and within the City of Columbus, Ohio (the "City") if constructed; and

WHEREAS, the proposed Project will be located within an area designated as a Community Reinvestment Area pursuant to Ohio Revised Code ("O.R.C.") § 3735.66; and

WHEREAS, pursuant to O.R.C. §§ 3735.671(A)(1) and 5709.83, the School District has been notified that the Company has filed an application for a Community Reinvestment Area agreement, seeking a tax exemption for one hundred percent (100%) of the value of real property improvements constructed as part of the Project (the "Improvement") for a period of fifteen (15) consecutive taxable years (the "CRA Exemption"); and

WHEREAS, the City intends to consider granting the CRA Exemption requested by the Company for the Improvement; and

WHEREAS, O.R.C. § 3735.671 permits the City to grant Community Reinvestment Area exemptions for 100% of the value of the Improvement for a period of fifteen (15) years if approved by the affected school district, which approval may contain conditions under which the board of education of such school district would approve the abatement; and

WHEREAS, the School District has adopted a resolution (the "School District Resolution"), which School District Resolution (i) approved this Agreement and the CRA Exemption, and (ii) waived further requirements of O.R.C. §§ 3735.671, 5709.83 and 5715.27; and

WHEREAS, in connection with the CRA Exemption, the School District and the Company desire to enter into this Agreement and one additional agreement (the "Compensation Agreements") to provide for the payment of certain compensation to the School District in consideration of property tax revenues forgone as a result of the exemptions provided by the CRA Exemption, pursuant to R.C. Section 5709.82;

Pilot Comp.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the Company to proceed with the construction of the Project, the parties hereto agree as follows:

Section 1. Payment of School District Compensation. Contingent upon approval of the CRA Exemption by the Board of Education and Columbus City Council and execution of a Community Reinvestment Area agreement by the City and the Company or one of its affiliates (the "CRA Agreement"), the Company or one of its affiliates shall make three payments to the School District in accordance with the following schedule:

- a) \$680,000 within five (5) business days after the closing for the financing of the first building to be constructed as part of the Project (the "Closing");
- b) \$216,000 on or before August 1, 2020, provided that the Closing has taken place; and
- c) \$204,000 on or before August 1, 2023, provided that the Closing has taken place.

Section 2. Cooperation. The School District agrees to cooperate and perform those acts as are reasonably necessary or appropriate to enable the Company or one of its affiliates to effect, claim, reserve and maintain the CRA Exemption, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the CRA Exemption.

Section 3. School District Consents and Waivers. In consideration of the compensation to be provided to it under this Agreement, the School District hereby:

- a) approves the CRA Exemption that may be granted under a Community Reinvestment Area agreement for the Improvement;
- b) waives any notice requirements set forth in O.R.C. §§ 3735.671, 5709.83 and 5715.27 with respect to the CRA Exemption; and
- c) waives any defects or irregularities relating to the CRA Exemption.

Section 4. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

- (a) To the Company: Pizzuti Land LLC
c/o The Pizzuti Companies

The Offices at the Joseph
629 North High Street, Suite 500
Columbus, Ohio 43215
Attention: Scott B. West
Telephone: 614-280-4141

With copies to:

Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
Attention: Scott J. Ziance
Telephone: 614-464-8287

(b) To the School District:

Columbus City School District
270 East State Street
Columbus, Ohio 43215
Attention: Stan Bahorek, Treasurer/CFO
Telephone: 614-365-6405

Section 5. Successors; Assignment; Amendments. This Agreement will be binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the consent of all parties hereto, which consent shall not be unreasonably withheld; provided, however, that the Company may, without the consent of the School District, assign its rights and obligations under this Agreement, in whole or in part, to any purchasers or other transferees of the Parcels. Nothing in this Agreement prevents the Company from transferring any or all of its interest in the Parcels to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement.

Section 6. Estoppel Certificate. Within five (5) days after a request from the Company or its affiliates, the School District will execute and deliver to the Company, its affiliates, or any proposed purchaser, mortgagee or lessee of the Project, a certificate stating that, with respect to the Project, if the same is true: (i) this Agreement is in full force and effect; (ii) there is no default under any of the terms, covenants or conditions of this Agreement, or, if there is a default, specifying same; and (iii) such other matters as the Company or its affiliates reasonably requests.

Section 7. Default. In the event of a material breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. Failure to make the second or third payment pursuant to Section 1 shall not be deemed a breach of this Agreement for purposes of the CRA Agreement and shall in no way modify or terminate the CRA Exemption granted therein.

Section 8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be

construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 9. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 11. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by all parties to this Agreement.

Section 12. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the School District, its employees, contractors, subcontractors and agents, and the Company, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Company and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

PIZZUTI LAND LLC

By: Scott S West

Its: EVP

COLUMBUS CITY SCHOOL DISTRICT

By: Stanley J. Bahorek

Stanley J. Bahorek, Treasurer/CFO

COMPENSATION AGREEMENT

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WITNESSETH:

WHEREAS, the Company intends to construct new industrial, distribution or other commercial facilities (hereinafter referred to as the "Project") at the parcels which have been assigned tax year 2016 parcel numbers 495-234526-00 and 495-287286-00 (the "Parcels"), which are located within the boundaries of the School District; and

WHEREAS, the Project will result in substantial economic improvement within the School District and within the City of Columbus, Ohio (the "City") if constructed; and

WHEREAS, the proposed Project will be located within an area designated as a Community Reinvestment Area pursuant to Ohio Revised Code ("O.R.C.") § 3735.66; and

WHEREAS, pursuant to O.R.C. §§ 3735.671(A)(1) and 5709.83, the School District has been notified that the Company has filed an application for a Community Reinvestment Area agreement, seeking a tax exemption for one hundred percent (100%) of the value of real property improvements constructed as part of the Project (the "Improvement") for a period of fifteen (15) consecutive taxable years (the "CRA Exemption"); and

WHEREAS, the City intends to consider granting the CRA Exemption requested by the Company for the Improvement; and

WHEREAS, O.R.C. § 3735.671 permits the City to grant Community Reinvestment Area exemptions for 100% of the value of the Improvement for a period of fifteen (15) years if approved by the affected school district, which approval may contain conditions under which the board of education of such school district would approve the abatement; and

WHEREAS, the School District has adopted a resolution (the "School District Resolution"), which School District Resolution (i) approved this Agreement and the CRA Exemption, and (ii) waived further requirements of O.R.C. §§ 3735.671, 5709.83 and 5715.27; and

WHEREAS, in connection with the CRA Exemption, the School District and the Company desire to enter into this Agreement and one additional agreement (the "Compensation Agreements") to provide for the payment of certain compensation to the School District in consideration of property tax revenues forgone as a result of the exemptions provided by the CRA Exemption, pursuant to R.C. Section 5709.82;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the Company to proceed with the construction of the Project, the parties hereto agree as follows:

Section 1. Reading Kiosks. Contingent upon approval of the CRA Exemption by the Board of Education and Columbus City Council and execution of a Community Reinvestment Area agreement by the City and the Company or one of its affiliates (the "CRA Agreement"), Company or one of its affiliates shall purchase five (5) reading kiosks for placement throughout the district at a cost of up to \$8,500 per reading kiosk. Subject to the same contingencies, the Company or one of its affiliates shall also pay for the annual maintenance associated with the reading kiosks for five (5) years following the purchase of the reading kiosks (the "Maintenance Period"), at a cost of up to \$1,800 per reading kiosk per year (the "Maintenance Costs"). The purchase shall be made no later than sixty (60) days after the School District identifies the reading kiosks and provides the Company with sufficient written information to make the purchase, provided, however, that the purchase shall be made no earlier than five (5) business days after the closing for the financing of the first building to be constructed as a part of the Project (the "Closing"). Company may pay the balance of the Maintenance Costs at any time during the Maintenance Period.

Section 2. Equipment Purchase. Contingent upon approval of the CRA Exemption by the Board of Education and Columbus City Council and execution of the CRA Agreement, Company or one of its affiliates shall purchase equipment for the School District's career and technical education program at a cost of up to \$160,000. The purchase shall be made no later than sixty (60) days after the School District identifies the equipment and provides the Company with sufficient written information to make the purchase, provided, however, that the purchase shall be made no earlier than five (5) business days after the Closing.

Section 3. Internships. Contingent upon approval of the CRA Exemption by the Board of Education and Columbus City Council and execution of the CRA Agreement, Company shall work with construction contractors and subcontractors to make available ten (10) paid construction trade internships (the "Internships") to School District students per year for ten (10) academic years, beginning with the 2018-2019 school year (the "Internship Period"). It is expected that the Internships will vary in length depending on the needs of Company's construction subcontractors. The Internships shall each provide \$12 per hour of compensation for 120 hours of work per school year (the "Internship Costs"). Company may pay the balance of the Internship Costs at any time during the Internship Period.

Section 4. Cooperation. The School District agrees to cooperate and perform those acts as are reasonably necessary or appropriate to enable the Company or one of its affiliates to effect, claim, reserve and maintain the CRA Exemption, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the CRA Exemption.

Section 5. School District Consents and Waivers. In consideration of the compensation to be provided to it under this Agreement, the School District hereby:

- a) approves the CRA Exemption that may be granted under a Community Reinvestment Area agreement for the Improvement;

- b) waives any notice requirements set forth in O.R.C. §§ 3735.671, 5709.83 and 5715.27 with respect to the CRA Exemption; and
- c) waives any defects or irregularities relating to the CRA Exemption.

Section 6. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To the Company: Pizzuti Land LLC
c/o The Pizzuti Companies
The Offices at the Joseph
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Attention: Scott B. West
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With copies to: Vorys, Sater, Seymour and Pease LLP
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(b) To the School District: Columbus City School District
270 East State Street
Columbus, Ohio 43215
Attention: Stan Bahorek, Treasurer/CFO
Telephone: 614-365-6405

Section 7. Successors; Assignment; Amendments. This Agreement will be binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the consent of all parties hereto, which consent shall not be unreasonably withheld; provided, however, that the Company may, without the consent of the School District, assign its rights and obligations under this Agreement, in whole or in part, to any of its affiliates. Nothing in this Agreement prevents the Company from transferring any or all of its interest in the Parcels to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement.

Section 8. Estoppel Certificate. Within five (5) days after a request from the Company or its affiliates, the School District will execute and deliver to the Company, its affiliates, or any

proposed purchaser, mortgagee or lessee of the Project, a certificate stating that, with respect to the Project, if the same is true: (i) this Agreement is in full force and effect; (ii) there is no default under any of the terms, covenants or conditions of this Agreement, or, if there is a default, specifying same; and (iii) such other matters as the Company or its affiliates reasonably requests.

Section 9. Default. In the event of a material breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

Section 10. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 11. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 13. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by all parties to this Agreement.

Section 14. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the School District, its employees, contractors, subcontractors and agents, and the Company, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

IN WITNESS WHEREOF, the Company and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

PIZZUTI LAND LLC

By: Scott B West

Its: EVP

COLUMBUS CITY SCHOOL DISTRICT

By: Stanley J. Bahorek
Stanley J. Bahorek, Treasurer/CFO