

RESOLUTION (18-27-396)

APPROVING A 100% ENTERPRISE ZONE PROPERTY TAX EXEMPTION FOR CERTAIN REAL PROPERTY IMPROVEMENTS TO BENEFIT COVERMYMEDS LLC, OBM HQ, LLC, FDP INVESTMENTS I, LLC, AND FDP INVESTMENTS II, LLC ON THE CONDITION THAT CERTAIN PROVISIONS ARE MET BY COVERMYMEDS LLC, OBM HQ, LLC, FDP INVESTMENTS I, LLC, FDP INVESTMENTS II, LLC, AND THE CITY OF COLUMBUS

(Ohio Revised Code §§ 5709.82, 5709.83)

WHEREAS, CoverMyMeds LLC (the "Tenant"), a Delaware limited liability company, in collaboration with OBM HQ, LLC, FDP Investments I, LLC, and FDP Investments II, LLC, all Ohio limited liability companies, (collectively, the "Owner") intend to initially construct one (1) new approximately 200,000-square-foot Class A office buildings and may, at a later date, construct another one (1) approximately 200,000-square-foot Class A office building (total of approximately 400,000 square feet), one or more associated parking structures, and ancillary campus amenities (hereinafter collectively referred to as the "Project") on what is now multiple parcels as listed in Exhibit 1, and as further depicted in Exhibit 2, to the Compensation Agreement within the boundaries of the Columbus City School District (the "School District") to be used as the new headquarters campus for Tenant; and

WHEREAS, this new headquarters campus is expected to be developed in two phases; and

WHEREAS, the first phase of the Project ("Phase 1") will include the construction of the first approximately 200,000-square-foot office building, the ancillary campus amenities, and surface parking which is expected to require a combined total investment by both the Owner and the Tenant of approximately \$100,000,000; and

WHEREAS, the second phase of the Project ("Phase 2") is projected to include the construction of the second approximately 200,000-square-foot office building and an approximately 1,150-space structured parking garage which is expected to require a combined total investment by both the Owner and the Tenant of an additional \$125,000,000; and

WHEREAS, subject to market conditions, both Phase 1 and Phase 2 are expected to be completed no later than the conclusion of calendar year 2030 (December 31, 2030) with Phase 1 expecting to be completed on or before the conclusion of calendar year 2021 (December 31, 2021); and

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

WHEREAS, the proposed Project will be located within an area determined to contain the characteristics set forth in § 5709.61(A) of the Ohio Revised Code ("O.R.C."), and certified said area (the "Columbus Enterprise Zone") is an "MSA principal city distressed based jobs and enterprise zone" (full authority) under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, pursuant to O.R.C. §§ 5709.62 and 5709.83, the Board has been notified that the Owner and the Tenant have filed applications for an Enterprise Zone 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 "Exemption"); and

WHEREAS, the City of Columbus (the "City") intends to consider granting the Exemption requested by the Owner and the Tenant for the Improvement; and

WHEREAS, O.R.C. § 5709.82 permits the City to grant Enterprise Zone 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 Exemption in return for certain compensation to the School District to be outlined in a compensation agreement between the Owner, the Tenant, the City, and the School District in substantially the same form on file with the Treasurer or Superintendent (the "Compensation Agreement"); and

WHEREAS, O.R.C. § 5709.83 requires that the City give notice of the proposed Enterprise Zone agreement and the proposed Enterprise Zone exemption to each school district affected by the proposed exemption not less than 14 days 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, the Tenant, the City, and the School District first enter into the Compensation Agreement(s) as provided in Section 3. This Resolution shall be deemed the conditional approval provided by O.R.C. § 5709.82(B)(1).

Section 2. The Board waives the 45-day notice requirement of O.R.C. § 5709.62(D)(3) 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, the Tenant, and the City.

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 Agreement(s) is/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.

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Mr. Cole introduced the preceding Resolution and moved its passage.

Mr. Brown seconded the motion; a roll call vote was taken.

AYES:

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

NAYS: None

The Resolution [*carried/failed*] Motion carried.

TREASURER'S CERTIFICATION

The foregoing is a true and correct excerpt from the minutes of the regular meeting on June 29th, 2018, of the Board of Education of the Columbus City School District showing the adoption of the resolution hereinabove set forth.

Dated: June 29, 2018



Treasurer/CFO, Board of Education
Columbus City School District, Ohio

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% Enterprise Zone Property Tax Exemption for Certain Real Property Improvements to Benefit CoverMyMeds LLC and OBM HQ, LLC, FDP Investments I, LLC, and FDP Investments II, LLC on the Condition that Certain Provisions are met by CoverMyMeds LLC, OBM HQ, LLC, FDP Investments I, LLC, FDP Investments II, LLC, and the City of Columbus. The above resolution was approved by the Columbus Board of Education on the 29th day of June 2018, in the Assembly Room of the Columbus Education Center, 270 E. State Street.


Michael Cole moved, seconded by Eric Brown, to approve the consent agenda.

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

NAYS: None

Motion *[carried/failed]* 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 day of _____, 2018 by and between the **COLUMBUS CITY SCHOOL DISTRICT** (the "School District"), a school district organized and existing pursuant to the constitution and laws of the State of Ohio, through its Board of Education with its main offices currently located at 270 East State Street, Columbus, Ohio 43215, the **CITY OF COLUMBUS** (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, with its main offices located at 90 West Broad Street, Columbus, Ohio 43215, **OBM HQ, LLC** ("OBMHQ"), **FDP Investments I, LLC** ("FDP I"), **FDP Investments II, LLC** ("FDP II", and collectively with OBMHQ and FDP I referred to herein as the "Owner"), all Ohio limited liability companies with their main offices located at 250 North Hartford Ave, Columbus, Ohio 43222, and **COVERMYMEDS LLC** (the "Tenant"), a Delaware limited liability company with its main offices currently located at 2 Miranova Place, Columbus, Ohio 43215.

WITNESSETH:

WHEREAS, Tenant, in collaboration with Owner, or a related entity or assignee thereof, intends to initially construct one (1) new approximately 200,000-square-foot Class A office building and may, at a later date, construct another one (1) approximately 200,000-square-foot Class A office building (total of approximately 400,000 square feet), one or more associated parking structures, and ancillary campus amenities (hereinafter collectively referred to as the "Project") to serve as a new headquarters campus for the Tenant at the parcels which have been enumerated in Exhibit 1 (collectively hereinafter the "Project Site"), which are located within the boundaries of the School District; and

WHEREAS, this new headquarters campus Project will be developed in two phases with the first phase ("Phase 1") including the construction of the first approximately 200,000-square-foot office building, the ancillary campus amenities, and surface parking and, at a later date, a potential second phase ("Phase 2") of the Project which is projected to include the construction of the second approximately 200,000-square-foot office building and an estimated 1,150 -space structured parking garage; and

WHEREAS, subject to market conditions, Phase 1 is expected to be completed by the conclusion of calendar year 2021 with an anticipated real property investment of approximately \$100,000,000 and a potential Phase 2 could be completed by the conclusion of calendar year 2024, with an anticipated real property investment of approximately \$125,000,000; and

WHEREAS, subject to market conditions, both Phase 1 and Phase 2 are expected to be completed no later than the conclusion of calendar year 2030; and

WHEREAS, in total, this new headquarters campus Project is expected to support the retention of approximately 592 existing full-time permanent employment positions with an associated annual payroll of approximately \$43,162,000 and the creation of approximately 1,032 net new full-time permanent positions with an associated new annual payroll of approximately \$75,000,000 by the conclusion of calendar year 2022; and

WHEREAS, the proposed Project will be located within an area designated as an Enterprise Zone pursuant to § 5709.61(A) of the Ohio Revised Code ("O.R.C."); and

WHEREAS, pursuant to O.R.C. §§ 5709.62 and 5709.83, the Columbus City Schools Board of Education (the "Board") has been notified that the Owner and Tenant have filed an application for a Enterprise Zone 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 "Exemption"); and

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

WHEREAS, O.R.C. § 5709.82 permits the City to grant Enterprise Zone exemptions for 100% of the value of the Improvement for a period of fifteen (15) consecutive taxable 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, pursuant to a Resolution adopted on June 29, 2018 (the "School District Resolution"), the Board has (i) approved this Agreement and the terms of the Exemption and (ii) waived further requirements of O.R.C. §§ 3735.671, 5709.83 and 5715.27, conditioned upon the execution of this Agreement, but solely with respect to the Project; and

WHEREAS, in connection with the Exemption, the School District, the City, the Owner, and the Tenant desire to enter into this Agreement to provide for the payment of certain compensation to the School District in consideration of property tax revenues forgone as a result of the benefits provided by the Exemption, pursuant to O.R.C. § 5709.82;

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

Section 1. **Definitions.** As used in this Agreement, the following shall have the meanings set forth below:

"Annual Payment Amount" shall mean the amount paid directly by the City to the School District under Section 2 of this Agreement.

"Exemption Year" shall mean any calendar year in which the Project would be taxable but for the municipal authorization and execution of an Enterprise Zone Agreement as outlined in O.R.C. § 5709. As per the Enterprise Zone Agreement, no tax exemption shall commence after tax year 2030 nor extend beyond tax year 2044; therefore, it is expected that the first Exemption Year will be no later than tax year 2022 and that the final Exemption Year will not be later than tax year 2044.

"New Employee", for the purpose of revenue sharing calculations with the School District, shall include all employees who are first employed by Tenant at the Project Site *after* the date on which Council passes an Ordinance authorizing the Exemption and who have not been subject to the City of Columbus municipal income tax within the previous two years on income derived from employment with Tenant prior to being employed at the Project Site. "New Employee" does not include any person hired to replace a person who is not a New Employee.

As per the Enterprise Zone Agreement, Tenant estimates that it will create approximately 1,032 net new full-time permanent employment positions by the conclusion of calendar year 2022.

"Base Project Site Employees" shall include all employees located at the Project Site immediately prior to the finalization of the Enterprise Zone Agreement.

"Base Project Site Payroll" shall be the annualized salary of all employees located at the Project Site immediately prior to the finalization of the Enterprise Zone Agreement.

"Base Employees", for the purpose of revenue sharing calculations with the School District, shall include all employees who are first employed by Tenant *before* the date on

which Council passes an Ordinance authorizing the Exemption and who have been subject to the City of Columbus municipal income tax within the previous two years on income derived from employment with Tenant prior to being employed at the Project Site.

As per the Enterprise Zone Agreement, Tenant estimates that it will retain and relocate approximately 592 existing full-time permanent employment positions.

"Base Payroll" shall be the annualized salary of all Base Employees immediately prior to the finalization of the Enterprise Zone Agreement.

As per the Enterprise Zone Agreement, Tenant estimates that the Base Payroll associated with the 592 existing full-time permanent employment positions to be retained and relocated is approximately \$43,162,000.

"Property Tax Amount" shall mean the amount of real and/or tangible personal property tax payments derived each Exemption Year from a Project that the School District would have received but for the City's authorizing that Project for a tax exemption authorized under O.R.C. Chapter 5709.

Section 2. **Amount of Municipal Payments.** Tenant does not currently have any Base Project Site Employees.

Tenant shall provide annual information as detailed in the Enterprise Zone Agreement, the format of which will be determined by the City, which will include the documentation of the number of employees and the total annual payroll and income tax withholdings for the preceding Exemption Year for the Project Site.

During the first ten (10) consecutive Exemption Years in which the Project receives a tax exemption pursuant to the Enterprise Zone Agreement executed by the City, the Owner, and the Tenant, the City shall pay the Annual Payment Amount to the School District.

During the first ten (10) consecutive Exemption Years (years 1 – 10) in which the Project receives a tax exemption pursuant to the Enterprise Zone Agreement executed by the City, the Annual Payment Amount is to equal:

- (a) fifty percent (50%) of the eligible annual municipal income tax revenues received by the City from its levy on the wages, salaries, commissions and other compensation of New Employees located at the Project Site as a result of the aforementioned Enterprise Zone Agreement in annual municipal income tax revenues received by the City for years in which the total New Employee annual payroll exceeds one million dollars (\$1,000,000).

During the last five (5) consecutive Exemption Years (years 11 – 15) in which the Project receives a tax exemption pursuant to the Enterprise Zone Agreement executed by the City, the Annual Payment Amount is to equal the lesser of:

- (a) eighty percent (80%) of the previous year's Annual Payment Amount; or
- (b) fifty percent (50%) of the eligible annual municipal income tax revenues received by the City from its levy on the wages, salaries, commissions and other compensation of New Employees located at the Project Site as a result of the aforementioned Enterprise Zone Agreement in annual municipal income tax revenues received by the City for years in which the total New Employee annual payroll exceeds one million dollars (\$1,000,000).

The sum of all Annual Payment Amounts during the full fifteen (15) consecutive Exemption Years shall not exceed \$20,000,000.

Notwithstanding any other provision of this Agreement, the City's payment obligations herein shall be limited to the monies available through payroll and income tax withholdings from the Tenant paid to the City and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio.

During any Exemption Year in which there is no payroll attributed to New Employees, the City is not required to make an Annual Payment Amount to the School District.

The intent of this Agreement is to reduce the impact of the real tax exemptions granted under the Enterprise Zone Program on the School District. The Agreement is intended to provide partial compensation for real property tax revenues foregone by the School District. Should the allocation of the income tax generated from the New Employee calculation exceed the amount of real property tax revenue the School District would have received from the project had the new investment not received an exemption, then the Annual Payment Amount shall not exceed the Property Tax Amount in any Exemption Year.

Furthermore, the City shall compensate the School District for persons employed in the construction of real property exempted from taxation in accordance with O.R.C. § 5709.82 for years in which the total annual payroll associated with the construction of real property at the Project Site exceeds one million dollars (\$1,000,000).

Section 3. **Timing of the Payments.** It is the intention of the City to provide the School District the required Annual Payment Amount only after the Tenant relocates headquarter operations to the Project Site and no later than October 1 of the following calendar year. The payment will include an itemization of the municipal income tax collections attributed to New Employees employed as a result of the EZ Agreement for the Exemption Year for which payment is made. Should all income tax revenue collections not be collected by October 1, the City shall make a partial payment, as well as provide an estimate of the revenues to be collected and the date payment will be finalized. All previous year payments will be completed by October 1 or the City will make a "summary estimate" of the payment balance due and complete the payment on the following October 1. Should the "summary estimate" vary from the final payment due, the corrective adjustment will be made upon final verifications.

Section 4. **Determination of Retained Positions.** The following policy applies regarding the calculation of the job retention baseline: At the end of a given reporting year, should the total number of retained positions be less than that which was committed to be retained, the difference in the total retained positions will be backfilled by employees hired after the defined new hire date, beginning with the oldest hire dates. Should an annual report be received by the City which reports fewer retained jobs than the number committed to in the Enterprise Zone Agreement, the City will then reclassify new employee hires, with the oldest hire dates backfilling any needed retained positions.

Section 5. **Tenant Contributions.** Contingent upon approvals of the Exemption by the Columbus City Schools Board of Education and Columbus City Council and execution of an Enterprise Zone Agreement by the City, the Owner, and the Tenant shall endeavor to accomplish the following during each of the first fifteen (15) consecutive Exemption Years in which the Project receives a tax exemption pursuant to the Enterprise Zone Agreement:

- (a) **Computer Programing Workshops.** Tenant shall provide four (4), ninety (90) minute workshops each quarter covering basic coding skills and computer programming basics. The workshops will be made available for all Columbus City School students enrolled in an elementary, middle, or high school. In total, CoverMyMeds shall provide sixteen (16) sessions per year for approximately 200 – 280 Columbus City School students resulting in approximately twenty-four (24) hours of total Tenant-led instruction.
- (b) **Career Guidance Curriculum.** Tenant shall provide two (2) quarterly sixty (60) minute presentations on careers in technology, host one (1) annual technical career fair, provide two (2) quarterly sixty (60) minute workshops covering interview preparation and interview skills training, and in-person sessions either on-site at their career center or off-site sites to benefit Columbus City School students. In total, Tenant shall provide sixteen (16) sessions per year of the aforementioned activities and is flexible on how many Columbus City School students will benefit from this program based on student interest.
- (c) **Mentoring.** Tenant shall cause to be made available a reasonable number of passes, tickets, or other means of participation and/or entry for Columbus City School students to attend and participate in company-led or other community events (i.e. hack-a-thons) as requested by Columbus City School program staff. The goal of these mentoring activities will be to provide additional computer coding experience to Columbus City School students.
- (d) **Annual Scholarships.** Tenant shall provide annual scholarships to twenty (20) Columbus City School students to attend TechCorps summer camps. TechCorps provides learning opportunities for middle & high school students around programming, robotics, and application development. The scholarships are valued at up to \$10,000 – or \$500 per Columbus City School students.
- (e) **Tech Field Leadership.** Tenant shall make available between six (6) and eight (8) full-time employees to work with School District faculty and up to fifty (50) Columbus City School students each quarter for up to twenty hours (20) per school year in total.
- (f) **Workforce Preparedness.** Tenant shall make available between six (6) and eight (8) full-time employees to work with School District faculty to design a workforce preparedness curriculum to benefit Columbus City School students. Subsequently, Tenant will make available full-time employees to train additional School District faculty on how best to implement and assess the curriculum for up to twenty (20) hours per school year in total.
- (g) **Co-Operative Education/Apprenticeship Program.** Tenant shall make available five (5) paid, part-time co-operative education/apprenticeship positions (the “Apprenticeships”) to School District students (high school seniors) per academic year for fifteen (15) consecutive academic years, beginning with the 2019-2020 academic year (the “Apprenticeship Period”). It is expected that the Apprenticeships will vary in length depending on the needs of Tenant. The Apprenticeships shall each provide \$12.00 per hour of compensation for a minimum of 120 hours of work per school year (the “Apprenticeship Costs”). Company may pay the balance of the Apprenticeship Costs at any time during the Apprenticeship Period.

Section 6. **Cooperation.** The School District agrees to cooperate and perform those acts as are reasonably necessary or appropriate to enable the Owner and Tenant – or one of their affiliates – to effect, claim, reserve, and maintain the Exemption, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the Exemption.

Section 7. **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 Exemption that may be granted under an Enterprise Zone 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 Exemption; and
- (c) waives any defects or irregularities relating to the Exemption.

Section 8. **Notices.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents, approvals, and reports given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if hand-delivered or sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the parties listed herein. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, reports or other communications must be sent. The present addresses of the parties follow:

- (a) To the School District: Columbus City School District
270 East State Street
Columbus, Ohio 43215
Attention: Stan Bahorek
Treasurer/CFO
Telephone: (614) 365-5000
- (b) To the City: Department of Development
111 North Front Street, 8th Floor
Columbus, Ohio 43215
Attention: Economic Development Administrator
Telephone: (614) 645-8616
- (c) To the Owner: OBM HQ, LLC
FDP Investments I, LLC
FDP Investments II, LLC
250 North Hartford Avenue
Columbus, OH 43222
Attention: Pete Scantland
Telephone: (614) 294-4898
- (d) To the Tenant: CoverMyMeds LLC
2 Miranova Place
Columbus, Ohio 43215
Attention: Monika Brown
Sr. Vice President
Telephone: (404) 394-1076

- Section 9.** **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 Owner 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 Owner 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 10.** **Estoppel Certificate.** Within five (5) days after a request from the Owner or its affiliates, the School District will execute and deliver to the Owner, 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 Owner or its affiliates reasonably requests.
- Section 11.** **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 12.** **Severability of Provisions.** 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 13.** **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 14.** **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 15.** **Amendments.** This Agreement may be amended or modified by the parties only in writing, signed by all parties to this Agreement.

Section 16. **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.

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

OBM HQ, LLC

By: _____
Pete Scantland
Chief Executive Officer

FDP INVESTMENTS I, LLC

By: _____
Pete Scantland
Authorized Representative

FDP INVESTMENTS II, LLC

By: _____
Pete Scantland
Authorized Representative

COVERMYMEDS LLC

By: _____
Monika Brown
Senior Vice President

COLUMBUS CITY SCHOOL DISTRICT

By: _____
Stanley J. Bahorek
Treasurer/CFO

CITY OF COLUMBUS

By: _____
Steven R. Schoeny
Director, Department of Development

APPROVED AS TO FORM:

Zachary M. Klein
City Attorney
City of Columbus

Loren L. Braverman
General Counsel
Columbus City Schools

**EXHIBIT 1
PROJECT SITE PARCELS**

The following are all the tax parcels included in the Project Site:

Number (#)	Parcel Number
1	010-000423
2	010-007209
3	010-007562
4	010-010383
5	010-016863
6	010-017451
7	010-017882
8	010-017883
9	010-017884
10	010-028002
11	010-028999
12	010-029475
13	010-033066
14	010-034305
15	010-034306
16	010-039339
17	010-039340
18	010-039341
19	010-039367
20	010-041738
21	010-042547
22	010-045775
23	010-045776
24	010-045777
25	010-051824
26	010-055463
27	010-061518
28	010-061566
29	010-061567
30	010-063387
31	010-063388
32	010-063389
33	010-063390
34	010-063396
35	010-063397
36	010-063398
37	010-063399
38	010-063400
39	010-063401
40	010-063402
41	010-063403
42	010-063404
43	010-063405

Number (#)	Parcel Number
44	010-063406
45	010-063407
46	010-063408
47	010-063409
48	010-063410
49	010-063411
50	010-063412
51	010-063413
52	010-063414
53	010-063415
54	010-063416
55	010-063417
56	010-063418
57	010-063419
58	010-063420
59	010-063421
60	010-063422
61	010-063423
62	010-063429
63	010-063430
64	010-063431
65	010-063435
66	010-063436
67	010-063437
68	010-063438
69	010-063439
70	010-063440
71	010-063441
72	010-063442
73	010-063443
74	010-063444
75	010-063445
76	010-063446
77	010-063447
78	010-063448
79	010-063449
80	010-063450
81	010-063451
82	010-063452
83	010-132284
84	010-221105
85	010-221106
86	010-242144

EXHIBIT 2
MAP OF PROJECT SITE PARCELS

