



Vorys, Sater, Seymour and Pease LLP
Legal Counsel

52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008

614.464.6400 | www.vorys.com

Founded 1909

Sean P. Byrne
Direct Dial (614) 464-8247
Email spbyrne@vorys.com

January 11, 2023

VIA MESSENGER

Patrick Conley
Ohio Department of Development
Office of Grants and Tax Incentives
77 South High Street, 28th Floor
Columbus, OH 43215

Re: Ohio Department of Development Application Fee for CRA Agreement
between (1) Village of Ashville and (2) EXEL Inc. d/b/a DHL Supply
Chain (USA) (entered into January 10, 2023)

Dear Mr. Conley:

I have enclosed a check in the amount of \$750 to cover the application fee associated with the above-referenced CRA Agreement, a copy of which is also enclosed.

If you have questions regarding any materials related to the CRA Agreement, please do not hesitate to contact me. As always, thank you for your assistance.

Very truly yours,

/s/

Sean P. Byrne

Enclosures

cc: Patrick Conley (via email Patrick.conley@development.ohio.gov)
Franklin Christman (via email fchristman@ashvilleohio.gov)

**VILLAGE OF ASHVILLE
COMMUNITY REINVESTMENT AREA AGREEMENT**

This COMMUNITY REINVESTMENT AREA AGREEMENT (this “Agreement”) is made and entered into as of this 10th day of January, 2023 by and between the VILLAGE OF ASHVILLE, OHIO (the “Village”), a municipal corporation and political subdivision in and of the State of Ohio (the “State”) and duly organized and validly existing under the constitution and laws of the State, and EXEL INC., a Massachusetts corporation, d/b/a DHL Supply Chain (USA) (the “Company”). Company and its successors and assigns under this Agreement are hereinafter referred to as “Owner” or “Owners.” The Village and the Company are each a “Party” and collectively, the “Parties.”

WITNESSETH:

WHEREAS, the Village has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on Exhibit A attached hereto, composed of the approximately 40 acres of land it designated the “Ashville Community Reinvestment Area” (the “Ashville CRA”) by a resolution adopted May 24, 2022, pursuant to Section 3735.66 of the Ohio Revised Code (“R.C.”); and

WHEREAS, the Company has acquired or intends to acquire the real property located in the Ashville CRA that is described and depicted on Exhibit B attached hereto (the “Project Site”), and, through itself or in cooperation with one or more entities that control the Company, are controlled by the Company, or are under common control with the Company (each an “Affiliate,” and collectively, the “Affiliates”), intends to (i) construct, or cause to be constructed (in one or more phases), improvements in the form of one or more distribution, warehousing, logistics, packaging and other commercial operations facilities (with each individual building or structure to be constructed on the Project Site being referred to herein as a “Building”) and (ii) potentially remodel or cause to be remodeled (in one or more phases) one or more of those Buildings (collectively, the “Project”) with the combined square footage of the Buildings estimated to total approximately 400,000 – 700,000 square feet, provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

WHEREAS, the Director of the Ohio Department of Development (“ODOD”) has determined that the Ashville CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a “Community Reinvestment Area” pursuant to Section 3735.66 of the Ohio Revised Code, and the Village, having the appropriate authority for the Project, desires to provide incentives available for the development of the Project in the Ashville CRA; and

WHEREAS, the Village desires to provide the Company with the incentives set forth herein to support the development of the Project on the Project Site; and

WHEREAS, the Village, subject to the terms of this Agreement, has agreed to provide the Company with: (i) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the value of each new Building constructed at the Project Site and (ii) a fifteen (15)

year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in assessed value after remodeling of any Building on the Project Site (collectively, the “CRA Exemptions”); and

WHEREAS, the Company has submitted to the Village an application for a community reinvestment area agreement (the “Application”), a copy of which is attached hereto as Exhibit C; and

WHEREAS, the Company has paid, or will pay, the required State application fee of \$750.00 made payable to the ODOD to be forwarded to ODOD with a copy of the final Agreement; and

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

WHEREAS, the Project Site is located in the Teays Valley Local School District (the “School District”), and the Board of Education of the School District and the Board of Education of the Eastland-Fairfield Career and Technical Schools (the “JVSD”) have been notified in accordance with R.C. Sections 3735.67, 3735.671 and 5709.83, or such notice has been waived, and have been given a copy of this Agreement and the Application; and

WHEREAS, the Parties are cooperating to support certain economic development incentives for the Project and will execute both (1) this Agreement and (2) a Tax Increment Financing Agreement between the Village and the Company (the “TIF Agreement,” or collectively, the “Project Incentive Agreements”); and

WHEREAS, the School District has entered into a School Compensation Agreement dated ~~May 10, 2022~~^{January 2023} (the “Compensation Agreement”) with the Company and the Village; and

WHEREAS, the Village, through its Village Council, on December 5, 2022, adopted an ordinance (the “TIF Ordinance”) approving the TIF Agreement and providing for a one hundred percent (100%), non-school tax increment financing exemption from real property taxation for a period commencing on a parcel-by-parcel basis for each parcel the earlier of (i) the first tax year for which there is an increase in assessed value (i.e., 35% of true value) of at least \$35,000 for that parcel, or (ii) tax year 2036 and ending for each parcel on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Village can no longer require service payments in lieu of taxes, all in accordance with the requirements of R.C. Sections 5709.40 through .43 (the “TIF Exemption”); and

WHEREAS, the TIF Exemption shall be subordinate to the CRA Exemptions; and

WHEREAS, the TIF Ordinance provides for semi-annual payments to the School District and the JVSD in an amount equal to the real property tax payments the School District and the JVSD would have received from the value exempted from taxation had the value not been exempted as a result of the exemption provided in the TIF Ordinance (i.e., not including any value

exempted under this CRA Agreement), which payments are to be made directly by the Pickaway County Treasurer to the School District and the JVSD; and

WHEREAS, the Compensation Agreement, pursuant to R.C. Section 5709.82, provides for the School District to receive certain compensation in exchange for the tax revenue foregone by the School District as a result of the CRA Exemptions; and

WHEREAS, pursuant to R.C. Sections 3735.671(A)(4), the Company will provide certain compensation to the JVSD at the same rate and under the same terms received by Teays Valley under the Compensation Agreement;

WHEREAS, the School District, pursuant to Resolution No. 380-22, adopted on October 24, 2022, has approved this Agreement and the CRA Exemptions granted herein, and as set forth in the Compensation Agreement, and in exchange for the consideration set forth therein, agreed, among other things, to approve this Agreement, including the CRA Exemptions, and waive all notice requirements and any defects with respect to each of the Project Incentive Agreements, as provided for in Ohio Revised Code Section 3735.671(A); and

WHEREAS, the JVSD, as set forth in Resolution No. 090H-22, adopted on September 14, 2022, agreed, among other things, to waive all notice requirements and any defects with respect to each of the Project Incentive Agreements; and

WHEREAS, the Village Council, by Ordinance No. 2022-20, adopted on December 5, 2022 (the "CRA Agreement Ordinance"), has approved the terms of this Agreement and authorized its execution on behalf of the Village; and

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

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

1. Project

The cost of the investments to be made in connection with the Project by the Owners is estimated to be \$30,000,000 - \$60,000,000 across one or more phases of construction of one or more new buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, approximately 400,000 – 700,000 square feet of space. There are no existing buildings at the Project Site. The precise timing and plans for the Project will be based on market conditions and decisions to be made in the sole discretion of the Owners. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The Parties recognize that the costs associated with the Project may increase or decrease significantly. The Parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property

The value of the non-inventory personal property of the Company that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is \$0. The value of the non-inventory personal property of the Company located at the Project Site prior to the execution of this Agreement is \$0. The value of the inventory of the Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The value of the inventory of the Company at the Project Site prior to the execution of this Agreement is \$0. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement.

3. Project Schedule

The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately late 2022 or early 2023; and the scheduled estimated completion month for such investments is approximately December 2036 or later. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

4. Employee Positions.

The Company estimates that there will be created at the Project Site in one or more phases, cumulatively, approximately 100 to 150 full-time permanent employee positions with an aggregate annual payroll of approximately \$3,500,000 to \$5,200,000 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in 2023 and to continue incrementally over the succeeding fifteen years or longer. Currently, the Company has 0 employees at the Project Site; therefore, no employee positions will be retained by the Company in connection with the Project. The Company has approximately [4,441 full-time permanent, 113 part-time permanent, 25 part-time temporary and 0 full-time temporary] employees in Ohio. The estimates provided in this section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The Parties recognize that the employment and payroll estimates associated with the Project may increase or decrease.

5. Provision of Information.

Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of the Owner with the Agreement, including returns or annual reports of the Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

Each Owner shall request that each Occupant (defined below) file all reports and provide any information as required in connection with this section. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building of the Owner, whether

such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by the Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to the Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies.

6. Real Property Tax Exemption.

The Village hereby grants: (i) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the value of each new Building constructed at the Project Site and (ii) a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in assessed value after remodeling of any Building on the Project Site (each a “CRA Exemption” and collectively, the “CRA Exemptions”). For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2036 (i.e., tax lien date January 1, 2036) nor extend beyond tax year 2050 (i.e., tax lien date January 1, 2050). In addition, no exemption for remodeling of a particular building may extend beyond the fifteen (15) year exemption term for construction of that building. Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole may last more than fifteen (15) years. The exemptions set forth in this section shall apply irrespective of whether the real property is owned by Company, a later Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

7. 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 Village for the Ashville CRA, following the completion of construction or remodeling of that real property improvement. The Village agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Pickaway County Auditor.

8. Payment of Non-Exempt Taxes.

Each Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days after written notice thereof to that Owner, all exemptions from taxation granted under this Agreement with respect to property of that Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

9. Cooperation of the Village.

The Village shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

10. Revocation of CRA.

If for any reason the Village revokes or purports to revoke the designation of the Ashville CRA, the entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days after written notice thereof to that Owner, and consequently, the Village terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of that Owner from the date of the material failure. Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the Village agrees that it will not amend or revoke the Ashville CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2036.

11. Certification as to No Delinquent Taxes.

The Company hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State 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 it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

12. Termination, Suspension or Modification upon Default.

If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days after written notice thereof to that Owner, or if it has been finally adjudicated that the certification as to delinquent taxes required by this Agreement is fraudulent, the Village may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner or Occupant that is under default or that has made such a fraudulent certification, from the date of the material failure or fraudulent certification. The remedies set forth in Section 8, Section 10 and this Section 12 are the only remedies available to the Village under this Agreement.

Any such termination, suspension or modification, as provided in this section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property other than that of such defaulting Owner(s) or Occupant(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within

the Village, the Village shall limit any termination, suspension, rescission, revocation or modification under this Agreement so as to limit the effect of the termination, suspension, rescission, revocation or modification to the Owner or entity primarily responsible for the material failure. For instance, if an Occupant fails to provide required information under Section 5, and such a failure is not corrected by the Occupant or the Owner within thirty (30) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), the exemption from taxation granted under this Agreement with respect to the Building occupied by such Occupant may be rescinded beginning with the year the required information was not provided, subject to reinstatement as set forth below. Any such rescission, as provided in this section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this section (“Partial Rescission”). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the Village.

13. Approval by the Village.

The Company and the Village acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by CRA Agreement Ordinance on [May 9, 2022], this Agreement shall be effective immediately upon its execution, provided that the obligations herein by the Company shall be subject to the acquisition of the Project Site by the Company or one of its Affiliates.

14. Non-Discriminatory Hiring.

The Village has developed a policy to ensure recipients of Ashville CRA tax benefits practice non-discriminating hiring in their operations. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices and acknowledge that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

15. Revocation of Exemptions.

Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that the Owner, any successor enterprise to the Owner, or any related member of the Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this

Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment.

This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the Village, which approval shall not be unreasonably withheld or delayed; provided, however, that the Village agrees not to withhold its approval of such transfer or assignment so long as any transferee or assignee, including any Affiliate, files with the Village an assumption agreement substantially in the form attached hereto as Exhibit D (an “Assumption Agreement”), wherein such transferee or assignee (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. The Village hereby approves the transfer or assignment of this Agreement and the benefits and obligations hereof, in connection with the transfer of each portion of the Project Site and each Building to each subsequent Owner. The Village also hereby approves the transfer or assignment of this Agreement and the benefits and obligations hereof to any entity affiliated with Company (including but not limited to, Affiliates, joint ventures or other arrangements used by Company to carry out the terms of this Agreement) or any successor entities to Company or its Affiliates as a result of a consolidation, reorganization, acquisition or merger. Upon the receipt by the Village of that Assumption Agreement, the transferee or assignee shall have all entitlements and rights as to that portion of the Project Site, that Building or both, as the case may be, as if it had been the signatory to this Agreement.

As used herein, “Prior Owner” means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the Village of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

17. Counterparts.

This Agreement may be signed in one or more counterparts or duplicate signature pages 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.

18. Severability; Construction; Headings.

If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it

valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

19. Validity.

The Parties covenant and agree that they are prohibited from challenging the validity of this Agreement or the Ashville CRA. In that regard, the Parties waive any defects in any proceedings related to the Ashville CRA or this Agreement. If the validity of the Ashville CRA or this Agreement is challenged by any entity or individual, whether private or public, the Parties shall advocate diligently and in good faith in support of the validity of the Ashville CRA and this Agreement.

20. Modifications.

If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Company in developing, equipping and operating the Project, the Company shall request an amendment to this Agreement, and the Village shall cooperate reasonably in amending this Agreement. Any amendments to this Agreement must be in writing and be signed by all of the Parties to this Agreement or their successors or assignees.

21. Notice.

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 at: DHL Supply Chain
360 Westar Blvd.
Westerville, OH 43082-7627
Attention: Kelli Saunders and Barbara Jordan

With a copy to: Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, OH 43215
Attention: Scott J. Ziance

(b) To the Village at: 200 State Street E.
Ashville, OH 43103
Attention: Village Administrator Franklin Christman

Phone: (740) 983-7132

With a copy to:

Isaac Wiles
Two Miranova Place, Suite 700
Columbus, Ohio 43215-5098
Attention: Mark Landes and Aaron Glasgow
Phone: (614) 221-2121

22. R.C. Section 9.66 Covenants.

The Company affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the [Ashville] CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of the Company has knowingly made a false statement to the State or any local political subdivision to obtain the [Ashville] CRA tax exemptions, the Company shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1).

23. Annual Fee.

The Company shall pay a single fee to the Village equal to \$2,500.00. Fees received by the Village shall be deposited in the General Fund and may be used for any lawful purpose.

24. Estoppel Certificate.

Upon request of an Owner, the Village shall, in a timely manner, execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Company reasonably requests.

25. Entire Agreement.

This Agreement and the CRA Agreement Ordinance constitutes the entire agreement between the Company and the Village pertaining to the subject matter contained herein and therein and supersedes all other prior or contemporaneous agreements or understandings between the Company and the Village in connection with such subject matter.

26. Headings.

Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

27. Incorporation of Exhibits.

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

28. Governing Law.

This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

VILLAGE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO

By: Franklin Christman

Print Name: Franklin Christman _____

Title: Village Administrator _____

By: April Grube

Print Name: April Grube _____

Title: Fiscal Officer _____

EXEL INC., d/b/a DHL SUPPLY CHAIN (USA)

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

VILLAGE COUNCIL OF THE VILLAGE OF ASHVILLE, OHIO

By: _____

Print Name: _____

Title: _____

EXEL INC., d/b/a DHL SUPPLY CHAIN (USA)

By:  _____

Print Name: CARL DELUCA

Title: VP, REAL ESTATE

EXHIBIT A
TO THE CRA AGREEMENT
DEPICTION OF ASHVILLE CRA

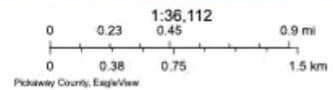
MAP OF ASHVILLE COMMUNITY REINVESTMENT AREA
AREA DEPICTED IN BLACK OUTLINE

Ashville CRA



4/3/2022, 5:34:18 PM

— Road Labels



Auditor's Office
Pickaway County, EagleView | Esri, NASA, NGA, USGS |

EXHIBIT B

DEPICTION OF THE PROJECT SITE

[Depiction to be inserted of these parcel numbers:

D1300270004200

D1300270004200



EXHIBIT C

CRA APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the Village of Ashville _____ and _____ Exel Inc. d/b/a DHL Supply Chain (USA) _____.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>Exel Inc. d/b/a DHL Supply Chain (USA)</u> Enterprise Name	<u>Kelli Saunders</u> Contact Person
DHL Supply Chain 360 Westar Blvd <u>Westerville, Ohio 43082-7627</u> Address	<u>(614) 865-8423</u> Telephone Number

- b. Project site:

<u>Approximately 40 acres of land</u>	<u>Same as above</u> Contact Person
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Located to the north and south of, and generally adjacent to, State Route 752, and east of State Route 23 in the Village of <u>Ashville, Ohio (Parcel #D12300270004200)</u> Address	<u>Same as above</u> Telephone Number
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2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Distribution, warehousing, logistics and other commercial operations

- b. List primary 6 digit North American Industry Classification System (NAICS) # 493100
Business may list other relevant SIC numbers. 4225

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: N/A)

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Corporation

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

Owner is DPWN Holdings (USA), Inc., the president of which is Robert Whitaker.

4. 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 X

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:

N/A

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

Total employees (as of 2/24/2022) are itemized approximately as follows: 4,441 full-time permanent, 113 part-time permanent, 25 part-time temporary and 0 full-time temporary.

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

N/A

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

N/A

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. 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 X

d. If yes to any of the above, please provide details of each instance including but not limited to

the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: The requested CRA Agreement relates to approximately 40 acres of property purchased or to be purchased for the construction of distribution centers and related buildings.
-

7. Project will begin approximately 2022 or later and be completed approximately 2037 or later provided a tax exemption is provided.

8. 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):

Employer names are not yet known. The estimated itemization of employment positions is as follows:

100 to 150 full-time equivalent employee positions

- b. State the time frame of this projected hiring: 15 yrs or more.

- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Commencing approximately 2023 and continuing incrementally over the succeeding 15 years or more.

9. a. Estimate the amount of annual payroll such new employees will add \$3,500,000 to \$5,200,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$	<u>\$0</u>
B. Additions/New Construction:	\$	<u>\$30,000,000 - \$60,000,000</u>
C. Improvements to existing buildings:	\$	<u>\$0</u>
D. Machinery & Equipment:	\$	<u>\$0</u>
E. Furniture & Fixtures:	\$	<u>\$0</u>
F. Inventory:	\$	<u>\$0</u>
Total New Project Investment:	\$	<u>\$30,000,000 - \$60,000,000</u>

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property as described above. Be specific as to the rate, and term.

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

The requested incentives are necessary to compete with other locations throughout the Midwest and Ohio, including several locations in Central Ohio that offer 15 year, 100% CRA exemptions.

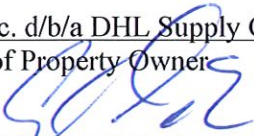
Submission of this application expressly authorizes the Village of Ashville to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The 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.

Exel Inc. d/b/a DHL Supply Chain (USA)
Name of Property Owner

Signature



1-5-2023
Date

CARL DELUCA - VP, REAL ESTATE
Typed name, title

EXHIBIT D

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into by and between Exel Inc., a Massachusetts corporation, d/b/a DHL Supply Chain (USA) [(“Company”) or other assigning entity (the “Assignor”)], and _____ (“Successor” or “Assignee”), a _____, as of _____ 20__ (the “Effective Date”). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Area Agreement (Ashville CRA) dated _____, 2022 (the “CRA Agreement”), between the Village of Ashville, Ohio (the “Village”), a political subdivision duly organized and validly existing under the constitution and laws of the State and Company.

WITNESSETH:

WHEREAS, pursuant to Section 3735.66 of the Ohio Revised Code, the Village has by an ordinance adopted [_____] (the “CRA Ordinance”), designated the area specified in that CRA Ordinance as the “Ashville Community Reinvestment Area” (the “Ashville CRA”) and authorized real property tax exemptions for industrial buildings and related site improvements, and that designation was approved by the Ohio Director of Development on [_____] ; and

WHEREAS, on _____, 20__, pursuant to Ordinance 2022-__ passed by the Village on _____, 2022, the Company and the Village entered into the CRA Agreement; and

WHEREAS, [Company/Assignor] intends to convey or has conveyed all or part of the Project Site or a Building at the Project Site (such transferred property, which is described in Exhibit A, may be referred to hereinafter as the “Transferred Property”) to Successor; and

WHEREAS, in connection with the conveyance of the Transferred Property by the [Company/Assignor] to the Successor, the Successor wishes to obtain the benefits of the CRA Agreement effective on the date of the conveyance of the Transferred Property to the Successor (the “Transfer Date”), and, as agreed in the CRA Agreement, the Village is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 16 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, [Company/Assignor] hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the [Company/Assignor] with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the [Company/Assignor] with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the [Company] contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following sections of the CRA Agreement: Sections 1-3 (construction of the project), Section 4 (employment positions), Section 5 (provision of information), Section 8 (payment of non-exempt taxes), Section 11 (certification as to no delinquent taxes), Section 14 (non-discriminatory hiring) and Section 22 (covenant as to no false statements and no payments to State past due) and Section 23 (annual fee requirements). In addition, to supplement Sections 1-4 and to provide detailed investment and job creation estimates, Successor estimates that there will be created on the Transferred Property in 20__ approximately _____ full-time permanent employees and that the total cost of construction of its portion of the Project exceeds \$_____. The estimates provided in this Section 1 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Transferred Property may increase or decrease significantly and that all employees at the Transferred Property will be hired by Owners (as defined in the CRA Agreement) other than the Successor or its lessees. Successor agrees to ensure that Village residents are given a fair opportunity to apply for these employment opportunities. Successor currently has _____ full-time, _____ part-time, _____ permanent and _____ temporary positions at other sites in the State.

2. The Village acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Assignor or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The Village agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an "Owner" under the CRA

Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 16 of the CRA Agreement, [Company/Assignor] is released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Transfer Date.

[COMPANY OR ASSIGNOR]

By: _____

Print Name: _____

Title: _____

[SUCCESSOR/ASSIGNEE]

By: _____

Print Name: _____

Title: _____

This Agreement is acknowledged by:

Village of Ashville, Ohio

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO THE PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

TRANSFERRED PROPERTY

[to be added upon assignment]