

**COMMUNITY REINVESTMENT AREA AGREEMENT  
WITH AMAZON DATA SERVICES, INC.**

This Community Reinvestment Area Agreement (this "Agreement") is made and entered into by and between the City of Hilliard, Ohio, a municipal corporation existing under the laws of the State of Ohio (the "City"), and Amazon Data Services, Inc., a Delaware corporation (the "Company").

**WITNESSETH:**

**WHEREAS**, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as the Alton-Scioto Darby Community Reinvestment Area (the "CRA"); and

**WHEREAS**, the Company desires to construct one or more data centers and related facilities with a total area of up to two million (2,000,000) square feet (collectively, the "Project"; each individual building within the Project, with its related site improvements, may be referred to as a "Building") at one or more sites within both the City and the CRA (collectively, the "Project Site"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

**WHEREAS**, the Council of the City of Hilliard, Ohio by Resolution No. 08-R-14 adopted on May 12, 2008, designated the area, including the Project Site, as a Community Reinvestment Area pursuant to Ohio Revised Code ("R.C.") Chapter 3735; and

**WHEREAS**, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 08-R-14 contained the characteristics set forth in R.C. Chapter 3735 in certification number 049-35476-06 on September 24, 2008; and

**WHEREAS**, the City, having the appropriate authority for the stated type of project desires to provide the Company with incentives available for the development of the Project in the CRA; and

**WHEREAS**, the Company has submitted a proposed agreement application (**attached** hereto as Exhibit "One" and incorporated herein by this reference) to the City (the "Application"); and

**WHEREAS**, the Company has submitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded to said department with a copy of the final agreement; and

**WHEREAS**, the City has investigated the application of the Company and has recommended the same to the City Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and improve the economic climate of the City; and

**WHEREAS**, the Project Site is located within the boundaries of the Hilliard City School District; (the "School District") and the Tolles Career Center, and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with R.C.

Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application; and

**WHEREAS**, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671, the parties desire to set forth their agreement in writing with respect to matters hereinafter contained; and

**WHEREAS**, the City Council, by Resolution 19-R-\_\_\_, adopted \_\_\_\_\_, has approved the terms of this Agreement and authorized its execution on behalf of the City; and

**WHEREAS**, pursuant to R.C. Section 3735.671, on December 9, 2019, the Board of Education of the School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years; (ii) waived its rights to receive the forty-five day and fourteen-day notices under R.C. Sections 3735.67 and 5709.83; (iii) consented to the approval and execution of this Agreement; and (iv) approved and authorized the execution of a Compensation Agreement by and among the City, the Company, and the School District (the "Compensation Agreement"), a copy of which is **attached** hereto as Exhibit "Three" and incorporated herein by this reference; and

**WHEREAS**, the parties recognize that the exact legal and financing structure used by the Company in developing, equipping, and operating the Project may include additional legal entities (any entity that directly or indirectly controls, is controlled by, or is under common control with the Company or City, as appropriate, an "Affiliate") and may evolve prior to and during the operation of the Project.

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

**1. Project.** Provided that the Company acquires the Project Site, the Company agrees to use commercially reasonable efforts to make Investments in connection with its operations at the Project Site of approximately two hundred million dollars (\$200,000,000) by no later than December 31, 2026 ("Measurement Date"). "Investments" means investments by the Company in real and personal property including without limitation machinery, equipment, furniture, fixtures, materials, buildings, infrastructure, software, racks, and servers. The Company does not maintain any existing buildings or personal property at the Project Site. Investments shall not include any personal property of the Company located at another location in Ohio prior to the execution of this Agreement and subsequently relocated to the Project Site. 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. The City agrees that the Company will not be deemed to be in Breach or Material Breach of its obligations under this Section if the Company makes Investments of at least two hundred million dollars (\$200,000,000) by the Measurement Date.

**2. Values of Personal Property.** The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, inventory, and fixtures, at the Project Site prior to the execution of this Agreement is \$0.

**3. Project Schedule.** The Company expects to begin the Project Investments in January of 2025 and to make the Investments throughout the operating life of the Project. The date(s) provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and will 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, its contractors, and/or its Affiliates, successors, or assigns agree to use commercially reasonable efforts to hire approximately thirty-five (35) new employees with a total annualized compensation of approximately two million four hundred fifty thousand dollars (\$2,450,000) based at the Project Site. The Company expects to begin hiring in 2025 and to maintain personnel at the Project Site for the life of the Project. Currently, the Company has no employees at the Project Site. The number of positions of the Company in Ohio at locations other than the Project Site as of October 19, 2019 is two hundred and twenty-four (224) full-time employees. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The City agrees that the Company will not be deemed to be in Material Breach of its obligations under this Section if the Company, its contractors, and/or its Affiliates, successors, or assigns (a) employ at least twenty-five (25) people based at the Project Site as of the Measurement Date; and (b) pay the employees based at the Project Site annual compensation of at least two million dollars (\$2,000,000) during the 12-month period ending with the Measurement Date.

**5. Provision of Information.** The Company shall provide to the proper tax incentive review council (the "Council") any information reasonably required by the Council to evaluate the compliance of the Company with the Agreement, including returns filed pursuant to R.C. Section 5711.02 if requested by the Council.

**6. Real Property Tax Exemption.** The City hereby grants a fifteen (15) year, one hundred percent (100%) real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site (the "Exemption"). For each separately identifiable real property improvement associated with the Project, 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 2040 (i.e., tax lien date January 1, 2040) nor extend beyond tax year 2054 (i.e., tax lien date January 1, 2054). Although Exemption under this Agreement for any separately identifiable real property improvement lasts for only up to fifteen years, the real property exemption period for the Project as a whole (or a Building to the extent portions of a Building become taxable in different years) may last more than fifteen years. The Exemptions set forth in this Section shall apply irrespective of whether the real property is owned by the Company, an Affiliate, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by a transferee, another related entity, or other related entities.

**7. Application for Exemption.** The Company acknowledges that the Exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that (i) upon receipt of the real property tax exemption application, the Housing Officer shall verify and investigate the facts and circumstances necessary to determine whether the real property improvement is eligible for a tax

exemption pursuant to this Agreement; and (ii) if the Housing Officer determines that the real property improvement is eligible for a tax exemption, the Housing Officer shall certify the tax exemption to the Franklin County Auditor. A blank copy of the real property tax exemption application to be filed by the Company is **attached** to this Agreement as Exhibit "Two".

**8. Payment of Non-Exempt Taxes.** The Company shall pay such real property taxes with respect to the Project Site as are not exempted under this Agreement or otherwise exempted and are charged against the Company's property and shall file all tax reports and returns as required by law in connection therewith. If the Company fails to pay such taxes or file such reports and returns, Exemptions from taxation granted under this Agreement may be rescinded as set forth in Section 12 of this Agreement, beginning with the year for which such taxes are charged or such reports or returns are required to be filed or thereafter. Notwithstanding the foregoing, nothing in this Agreement will restrict or limit the Company's ability to take any action available under applicable law with respect to the assessment and/or payment of its taxes.

**9. Cooperation of the City.** The City 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. The City shall give full cooperation in the development of the Project, including, but not limited to (i) the review, processing, and approval of all building or other permits that meet code, and (ii) all other activities related to the Project.

**10. Revocation of CRA.** The City shall not be entitled to rescind, terminate, or revoke the designation of the CRA or the Exemptions granted under this Agreement unless the Company is in Material Breach of its obligations under this Agreement and the City is entitled to take such action under Section 12.

**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 of Ohio and does not owe delinquent taxes for which it is liable under R.C. Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

**12. Consequences of Breach or Default.** Except to the extent that this Agreement or applicable law requires otherwise, the remedies set forth in this Section are the sole and exclusive remedies available upon a violation, default, Breach, or Material Breach of this Agreement.

a. Effect of Breach. A party will be deemed to be in "Breach" of this Agreement only if: (i) it fails to substantially comply with any material provision of this Agreement; and (ii) it does not cure such failure within a reasonable period of time following delivery to it of notice by the other party describing such failure in reasonable detail, which period will not be less than sixty (60) days. The City agrees and acknowledges that the Company's representations, warranties, covenants,

agreements, and performance obligations under this Agreement are limited to and apply exclusively to the operations of the Company at the Project Site and any determination as to whether the Company is in violation, default, Breach, or Material Breach of this Agreement will be limited to the Company's operations at the Project Site. In the event of a Breach for which this Agreement does not provide a specific remedy, either party may pursue any legal or equitable remedies they may have under this Agreement or applicable law; provided, however that the City agrees that, in the event of a Breach by the Company, it will not be entitled to and may not seek or pursue the following remedies (i) termination of this Agreement; (ii) termination of the Exemption granted by this Agreement; (iii) reduction of the term of this Agreement or the Exemption; (iv) reduction of the percentage of any Exemption; or (v) recapture of any Exemption realized by the Company. The remedies set forth in this Section are the sole and exclusive remedies of City for a Breach by the Company of its obligations under this Agreement (other than those provided below for Material Breaches).

b. Effect of Material Breach. If the Company Breaches its obligations under Sections 1, 4, 8 and 15 of this Agreement or under Section 3 of the Compensation Agreement, or if it is finally adjudicated that the Company's certification under Section 11 is fraudulent (each a "Material Breach"), the City may: (i) terminate this Agreement in full; (ii) terminate the Exemption with respect to the Project as a whole; (iii) terminate the Exemption with respect to a specific Building that is part of the Project; or (iv) modify the term and/or percentage of any Exemption; provided, however, that (A) any termination of the Agreement or reduction in the percentage or term of the Exemption must be proportionate to the severity of the Material Breach (i.e. must consider the extent to which the Company failed to meet its obligation); (B) in determining the size of any reduction, the City must consider changes in market or economic conditions affecting the Company's performance under this Agreement; and (C) no reduction may negatively affect or reduce the Exemption for any taxable period prior to the date of such Material Breach. The Company acknowledges that the City Council will determine how the City exercises its rights and remedies under this Agreement. The remedies set forth in this Section are the sole and exclusive remedies of City for a Material Breach by the Company of its obligations under this Agreement.

c. Effect of Force Majeure Event. A party will not be deemed to be in Breach, Material Breach, default, or otherwise in violation of any term of this Agreement to the extent such party's action, inaction, or omission is the result of Force Majeure Event. Company and the City agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A force majeure event pauses a party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies, or labor through ordinary sources by reason of shortages; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake, or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition, or other decision of any governmental agency having jurisdiction over the party hereto, over the Project or over a party's operations.

**13. Approval by the City.** The Company and the City acknowledge that this Agreement must be approved by formal actions of the legislative authority of the City as a condition for this Agreement to take effect. This Agreement takes effect upon execution by the City, following approval and authorization by the City Council.

**14. Non-Discriminatory Hiring.** The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, the Company agrees that it shall not, because of the race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, discharge without just cause, refuse to hire, or otherwise discriminate against an employee or potential employee with respect to hiring, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment. Pursuant to R.C. Section 5709.85(D), the Company shall provide the Tax Incentive Review Council ("TIRC") any information necessary that is reasonably requested to perform its review of its non-discriminatory hiring policy, upon its request.

**15. Revocation of Exemptions.** Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the Company, any successor enterprise to the Company, or any related member of the Company (as those terms are defined in division (E) of R.C. Section 3735.671) has violated the prohibition against entering into the Agreement under Division (E) of R.C. Section 3735.671 or R.C. Section 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections. The remedies available to the City upon a Material Breach by the Company of its obligations under this Section are set forth in Section 12.

**16. Transfer and/or Assignment; Release from Liability.** Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to a Permitted Transferee. "Permitted Transferee" as used herein means: (a) each person or entity that is a related entity of the Company, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site; (b) any Affiliate of the Company or any such Permitted Transferee as described in the preceding clause (a); and/or (c) successor entities to any such Permitted Transferee as described in the preceding clauses (a) and (b) as a result of a consolidation, reorganization, acquisition, merger or similar transaction. The City may require, as a condition to the right to receive the Exemption, that a Permitted Transferee execute and deliver to the City an assumption agreement in a form reasonably acceptable to the City. The City agrees to execute any such assumption agreement that is reasonably acceptable to it and to deliver an original thereof to the Permitted Transferee. 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 City of the assumption agreement, each Prior Owner will be released from liability for any default, violation, Breach, or Material Breach 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 executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

**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 Company and the City covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Company and the City waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Company and the City shall advocate diligently and in good faith in support of the validity of the 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, which the City shall not unreasonably reject or delay. The Company acknowledges that any such amendment will likely need to be approved by the City Council and the City's legal advisors, which process may require days or weeks to complete.

**21. Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates, or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (a) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the City, to:

City of Hilliard  
Attn: Economic Development Director  
3800 Municipal Way  
Hilliard, OH 43026

With a copy to:

City of Hilliard  
Attn: Law Director  
3800 Municipal Way  
Hilliard, OH 43026

If to the Company, to:

\_\_\_\_\_

With a copy to:

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

**22. R.C. Section 9.66 Covenants.** The Company represents and warrants, as of the Effective Date, to the City that the Company has not knowingly made any false statements to the City concerning an application for economic development assistance in connection with this Agreement. If the Company has been fully adjudicated -- after being provided with 120 days written notice, an opportunity to respond, and an administrative hearing under R.C. Chapter 119 no earlier than 60 days after notice is provided -- to have knowingly made a false statement to the City to obtain the CRA real property tax exemptions, the Company shall be ineligible for any future economic development assistance from the State of Ohio (the "State"), any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(F)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.

**23. Annual Fee.** Within thirty (30) days of receipt of the Annual Report Notice from the City, the Company shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under this Agreement or five hundred dollars (\$500.00); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000), the fee shall not exceed two thousand five hundred dollars (\$2,500). The fee shall be made payable to the City once per year by check or other form of payment agreeable to the City for each year the Agreement is in effect, and shall be delivered to the City Finance Director. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.671(D) and by the TIRC created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that section. The City agrees to complete and submit to the Company a vendor payment form as supplied by the Company to facilitate payment of the annual fee.

**24. Termination.** Unless terminated earlier pursuant to its terms, this Agreement shall be in full force and effect until December 31 of the last tax year for which Exemptions can be claimed pursuant to Section 6 of this Agreement, after which this Agreement and the obligations of all parties hereto shall terminate. The Company has the right to terminate this Agreement for any reason or no reason by delivering a signed writing to the City at least three (3) months prior to the desired termination date. Receipt of a termination from the Company to the City shall terminate the exemptions provided herein to the Company, its Affiliates, Permitted Transferees, successors, and assigns.

**25. Public Records; Confidentiality.** The Company acknowledges and agrees that this Agreement is a public record subject to disclosure (after redaction for information that may be exempt from disclosure as described below) under the State's public records laws. The City acknowledges and agrees that the State's public records laws exempt from disclosure certain types of records, materials and information, including without limitation: tax returns and related information (R.C. Sections 718.13, 5703.21, 5711.101); records confidential under other state or

federal law (R.C. Section 149.43(A)(v)); social security numbers (R.C. Section 149.45); trade secrets and economic development project information (R.C. Sections 122.36, 1333.61 et seq); and financial information (R.C. Section 122.75). The City agrees to use adequate safeguards, no less than those safeguards described in Section 26, to maintain the security of all materials, communications, data, and information related to this Agreement or supplied by the Company in connection with this Agreement and to maintain confidentiality of those materials, communications, data, and information to the extent permitted by Ohio law. The Company acknowledges that portions of this Agreement and the materials, communications, data, and information related to this Agreement may constitute public records subject to disclosure under the State's public records laws and agrees that the City may disclose such portions of this Agreement and the materials, communications, data, and information related to this Agreement as required by law, provided that the City (a) uses its best efforts to give the Company written notice no less than five (5) business days (and in no event less than three (3) business days) prior to responding to such request to allow the Company to seek a protective order or other appropriate remedy, (b) discloses only such information as is required under the applicable law, (c) communicates in good faith with the Company in responding to any such records request, and (d) limits disclosure, refuses to disclose, and redacts and/or omits portions of materials to the maximum extent permitted by applicable Ohio law. For example, the Company considers the addresses and other site details of its facilities as trade secrets (as permitted under R.C. Section 1333.61) and would expect such information to be redacted from this Agreement prior to disclosure (including any such information included in any exhibits hereto), except those documents that are already a matter of public record (such as the boundaries of the Alton-Scioto Darby CRA). The City agrees that its staff, representatives, and agents will exercise the utmost discretion in oral and written communications regarding the Project and will provide information internally only to those individuals who need the information to facilitate the parties' performance under this Agreement. In particular, the City hereby agrees, to the extent permitted by law, to redact from any record that is sought to be disclosed, the following information: the address of any Building, any payroll information, any Investment information, any other information that meets the statutory definition of a trade secret, or is otherwise exempt from the disclosure requirements of Ohio's public records law. The City will have no liability to the Company, its Affiliates and/or assigns, for indirect, special, consequential, exemplary or incidental damages, lost profits, lost sales or business expenditures, investments, business commitments, or for loss of any goodwill arising from or out of the City's providing records in response to a public records request under Ohio law.

**26. Information Security.** The City agrees to use adequate physical and technical measures to maintain the security of all electronic and tangible records relating to this Agreement including at a minimum: a working network firewall to protect data accessible via the Internet; up-to-date security patches; up-to-date anti-virus software; policies restricting access to information (and physical records embodying information) to those with a need to know (subject to applicable public records and freedom of information laws); unique user identifications and credentials for each person with access to information; and, a policy requiring the use of "strong passwords" on all computer systems. The City agrees to promptly notify the Company in the event the City experiences a security breach that could have impacted any electronic or tangible records relating to this Agreement. The City acknowledges and agrees that the Company must comply with its information security policies in performing its obligations under this Agreement and that to the extent the Company is required to deliver sensitive employment related information (such as social security numbers, compensation information, employee names, employee addresses, job

titles, and hours worked) in connection with this Agreement, the Company may deliver such information in password protected and encrypted files.

**27. Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, as relating to the subject matter of this Agreement and the Compensation Agreement, neither the Company nor any of its Affiliates shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential, or similar damages that may arise in connection with this Agreement or the Compensation Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses, or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the benefit of the Exemptions realized by the Company under this Agreement and (ii) five million dollars (\$5,000,000).

**28. Reporting Obligations.** The Company will file an annual report with the City no later than March 30 of each year (each, an "Annual Report"). The City will use commercially reasonable efforts to send via email to [economicdevelopment@amazon.com](mailto:economicdevelopment@amazon.com) a notice to the Company reminding the Company of its obligation to file the Annual Report and pay the annual fee no later than February 28 of each year (each, an "Annual Report Notice"). The Company will file Annual Reports each year through final year in which it receives an Exemption under this Agreement. The Company hereby authorizes the TIRC to request and obtain from the City's division of taxation any information reasonably required by the TIRC to evaluate its compliance with this Agreement, including tax returns filed pursuant to R.C. Section 5711.02 if requested by the TIRC.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below to be effective as of \_\_\_\_\_, 2019.

**CITY OF HILLIARD, OHIO**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Philip Hartmann, Law Director  
City of Hilliard, Ohio

**EXHIBIT ONE  
TO COMMUNITY REINVESTMENT AREA AGREEMENT**

**[CRA Agreement Application]**

**EXHIBIT TWO  
CITY OF HILLIARD, OHIO**

**APPLICATION FOR TAX EXEMPTION**

Return to: **David Delande**, CRA Housing Officer, 3800 Municipal Way, Hilliard OH 43026

1. Name of Real Property Owner: \_\_\_\_\_
2. Name of Enterprise/Business: \_\_\_\_\_
3. Address of Real Property to be abated: \_\_\_\_\_
4. Mailing address if different from above: \_\_\_\_\_
5. Exemption sought:   New Structure \_\_\_\_\_ Remodel: \_\_\_\_\_
6. Construction Cost: \_\_\_\_\_   7. Project Completion Date: \_\_\_\_\_
8. Date of Occupancy Permit and Number: \_\_\_\_\_
9. Tax District and Parcel Number(s): \_\_\_\_\_
10. Certificate date by County Auditor: \_\_\_\_\_
11. Percentage and Length of Abatement: \_\_\_\_\_
12. Payroll Met:   \_\_\_\_\_ Yes       \_\_\_\_\_ No

If no, explain: \_\_\_\_\_

If project involves a structure of historical or architectural significance, certification must be attached.

Council Action:    Approved: \_\_\_\_\_                      Disapproved: \_\_\_\_\_  
                          Resolution/Ordinance No. \_\_\_\_\_    Date Passed: \_\_\_\_\_

Signature of Property Owner/Applicant: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

**Office Use Only:** I certify that the project described herein meets the necessary requirements for the Hilliard Community Reinvestment Area Program, and meets the requirements for an exemption under O.R.C. Section 3735.67, subsection: \_\_\_ (A)\_\_\_ (B)\_\_\_ (C)

Signature, Hilliard Housing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT THREE  
COMPENSATION AGREEMENT**