

AGREEMENT

This Agreement (the "Agreement") is made and entered into as of the Effective Date, hereinafter defined, by and between Jefferson Township, Fayette County, Ohio (the "Township") and Wiley Industries, LLC, a Delaware limited liability company, its successors and assigns ("Company").

BACKGROUND

A. Company is a wholly owned subsidiary of McKesson Corporation, a Delaware corporation.

B. Company is in contract to purchase real property generally located at or near the northeast corner of State Route 729 and State Route 435 in the Township, and generally identified as the "Split Area" on "Exhibit A", attached hereto and incorporated herein by this reference (the "Property"), and desirous of constructing new distribution facilities, consisting of approximately 450,000 square feet of building area, generally located, that will enable Company to distribute products to customers throughout the Midwest region (the "Project").

C. The Property is located within an area designated as an "Enterprise Zone", as defined within Ohio Revised Code ("O.R.C.") Chapter 5709. As part of the overall development of the Project, McKesson, Fayette County (the "County"), and the Township are in the process of negotiating, and anticipating to enter into and execute, an Enterprise Zone Agreement pursuant to the provisions of O.R.C. Section 5709.63 (the "Enterprise Zone Agreement").

D. Company and the Township desire to enter into this Agreement in furtherance of the long-term development of the Project, the Property, and the surrounding areas of the Township, and to support the provision of Township services to be provided therein.

E. It is in the best interest of the Township and its residents for the Board of Trustees (the "Board") to enter into this Agreement with Company.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants contained herein and to induce the Township to provide its consent to and execution of the Enterprise Zone Agreement, the parties agree as follows:

1. Agreement to Joint Economic Development District. At such as a time as the Township commences the creation of a Joint Economic Development District ("JEDD"), pursuant to the provisions of Ohio law, Company hereby agrees that it shall:

- a. Upon the request of the Township, execute and acknowledge any and all documentation and/or petitions statutorily required to effectuate a consent to the JEDD and the submission of the Property to the JEDD and any tax lawfully levied by the JEDD and its operating board of directors. This shall include, but is not limited to, the execution of petitions as the record owner of the Property and business owner operating within and upon the Property. If at such a time as the Township commences the creation of a JEDD, a business operating on the Property is owned by an entity other than Company, Company shall obtain the documentation and/or petitions statutorily required to effectuate the business owner's consent and subjection to the JEDD; and
- b. Take no such action to oppose or otherwise interfere with the creation of a JEDD within the Township.

2. Annual Payment. Company hereby agrees, for the duration of the tax exemption for the Property for real property improvements set forth within the Enterprise Zone Agreement, to make annual payments in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Annual Payment") to the Township. At the time of the execution of this Agreement, the tax exemption is anticipated to be in place for a total of fifteen (15) years. The first Annual Payment shall be completed within sixty (60) days of the first day of the calendar year in which said tax exemption commences under the Enterprise Zone Agreement which is estimated to be tax year 2021. For each subsequent year, Company shall complete the Annual Payment within sixty (60) days of the first day of the calendar year in which the tax exemption is effective. In consideration for Company making the Annual Payments to the Township, the Township hereby agrees that it shall utilize the Annual Payments, in the Board's sole and absolute discretion, for the benefit and operation of, and support of the provision of services to, the Township; and otherwise shall expend or utilize the Annual Payment in any manner consistent with the Board and Township's authority under Ohio law.

3. Miscellaneous.

- a. Assignment. If, after the execution of this Agreement and after Company has obtained title to the Property, Company transfers or otherwise conveys its interest in the Property to another entity, Company shall assign its rights and obligations, and the assignee shall assume, in writing, all obligations herein, at or immediately after the conveyance of the Property. Company shall deliver written notice of the assignment to the Township within a reasonable amount of time after the assignment is made, and such notice shall identify the assignee, provide the assignee's name, address, contact person, telephone number, and email address.

- b. **Support of Agreement by Parties.** In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party in a court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the objective of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any term or provisions thereof.
- c. **Severability.** In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:
 - i. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;
 - ii. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and
 - iii. each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.
- d. **Breach of Agreement and Failure to Fulfill an Obligation.** Company shall have a period of no less than sixty (60) days (or such longer period as may be approved by Township) after receipt of notice of any alleged deficiency to cure same, and, with respect to an alleged deficiency with respect to the provisions of Section 1 of this Agreement, by providing additional information to Township, to the commercially reasonable satisfaction of the Township. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The parties hereby acknowledge that there would be no adequate remedy at law if Company fails to perform any of its obligations set forth in this Agreement, and that the Township may be irreparably harmed by such failure, and accordingly agree that the Township, in addition to any other remedy to which it may be entitled to at law or in equity, to the fullest extent permitted and enforceable under applicable law, shall be entitled to compel specific performance of the obligations of Company under the provisions of this Agreement. Company expressly acknowledges and agrees that its failure to fulfill any obligations set forth within this Agreement, including but not limited to,

its obligations with respect to the creation of a JEDD or the Annual Payment, shall be a failure of Company's obligations made to the Township as it pertains to the Township's support of the Enterprise Zone Agreement, and may result in the termination or modification of the exemptions from taxation granted thereunder.

- e. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County.
- f. Amendments. No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all parties hereto.
- g. Counterparts. This Agreement may be executed 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.
- h. Authority. All parties represent and warrant that they are duly authorized to sign, execute, and enter into this Agreement.
- i. Effective Date. This Agreement shall be binding and effective on and as of the execution of the Agreement by both parties (the "Effective Date").

(acknowledgements on next page)

EXHIBIT A

IN WITNESS WHEREOF, Jefferson Township, Fayette County, Ohio by and through its Board of Trustees has caused this Agreement to be executed on this 18 day of November 2019.

JEFFERSON TOWNSHIP, FAYETTE COUNTY, OHIO

Board of Trustees

By: Jeffrey Hopper

Name: Jeffrey Hopper

As authorized by Resolution No. 2019-12

IN WITNESS WHEREOF, Wiley Industries, LLC, a Delaware limited liability company, by and through Perry Guinn, its Assistant Secretary has caused this Agreement to be executed on this 23 day of January, 2020.

WILEY INDUSTRIES, LLC

a Delaware limited liability company

By: Perry D. Guinn

Name: Perry D. Guinn

Assistant Secretary

VP & GM Global Real Estate

Breanna Judd

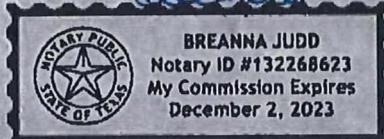


EXHIBIT A

