

OFFICE & INDUSTRIAL INCENTIVE AGREEMENT

This agreement made and entered into by and between the City of Gahanna, Ohio, a municipal government, with its main offices located at 200 S. Hamilton Road, Gahanna, Ohio, hereinafter referred to as the City of Gahanna and **MNX Global Logistics** with its main offices located at 8801 Bellanca Avenue, Los Angeles, California 90045, hereinafter referred to as **MNX**, WITNESSETH;

WHEREAS, Gahanna has encouraged the creation of new jobs opportunities in the community; and

WHEREAS, **MNX** is desirous of locating a new office facility at 690 Taylor Road, Gahanna, Ohio; and

WHEREAS, the Gahanna City Council, by Ordinance ORD-0212-2002, enabled Gahanna to offer an "Office & Industrial Incentive"; and

WHEREAS, Gahanna having the appropriate authority for the stated type of project is desirous of providing **MNX** with incentives for the development of the project; and

WHEREAS, the Director of Planning & Development has investigated the Application of **MNX**, which is attached as Exhibit A, and the Incentive Advisory Board has recommended the same to the Gahanna City Council on the basis that **MNX** is qualified by financial responsibility and business experience to create new employment opportunities and improve the economic climate of Gahanna; and

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

1. **MNX** intends within the first three years to create between ten (10) and fifteen (15) new full time jobs and between two (2) and three (3) part time jobs with an average annual salary of \$37,500, hereinafter referred to as Net New Jobs. The Net New Jobs will be considered those **MNX** employees hired subsequent to the execution of this agreement.
2. **MNX** intends to relocate 39 existing jobs to Gahanna, with an average annual salary of \$41,532, hereinafter referred to as Relocated Jobs. The City of Gahanna will not be providing financial incentives to the Relocated Jobs.
3. The combination of Net New Jobs and Relocated Jobs will result in approximately two million dollars (\$2,000,000) of annual payroll for the City of Gahanna.
4. The City shall grant **MNX** a refundable credit worth 65% of the company's municipal income tax withholdings generated by the Net New Jobs, based upon the City's 1.5% municipal income tax rate, for a term of up to three (3) years.
5. **MNX** agrees to remain in Gahanna for six (6) years from the beginning date of the incentive period. If **MNX** does not complete the entire six (6) year term any incentive funds must be paid to the City on a pro rata basis of the remaining term.
6. **MNX** must annually provide the City with information such as but not limited to Tax Identification number(s) to verify wages paid and taxes withheld through the Regional Income Tax Agency (RITA) for new jobs created during the period outlined under this

agreement. The Payroll Verification Form, as may be amended from time to time, is attached as Exhibit B.

7. MNX agrees to connect to GahannaNet Broadband, to be provided by Wow! Business, at the property located at 690 Taylor Road, Gahanna, Ohio 43230.
8. If MNX materially fails to fulfill its obligation under this agreement, Gahanna may terminate or modify the provisions granted under this agreement.
9. This agreement is not transferable or assignable without the express, written approval of Gahanna.
10. This agreement may be revised and/or amended throughout its term through the mutual agreement of the parties hereto. Such revisions and/or amendments are and will be subject to applicable Federal, State of Ohio and local laws or ordinances, and any applicable regulations and/or rules of Federal, State of Ohio and local department or agencies possessing authority to implement and/or administer such applicable Federal, State of Ohio and local laws or ordinances.

Program Compliance

1. MNX shall pay all federal, state and local taxes and shall file all tax reports and returns as required by law. If MNX fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
2. If for any reason the Office & Industrial Incentive Program expires or is rescinded by the City of Gahanna, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless MNX materially fails to fulfill its obligations under this agreement and Gahanna terminates or modifies the incentives granted under this agreement.
3. If MNX materially fails to fulfill its obligations under this agreement, or if Gahanna determines that the certification as to the delinquent taxes required by this agreement is fraudulent, Gahanna may terminate or modify the incentives granted under this agreement and may require the repayment of the amount of taxes that would have been payable without this agreement.
4. MNX hereby certifies that at the time this agreement is executed, MNX 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 MNX is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, MNX is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against MNX. For the purposes of the 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.
5. MNX affirmatively covenants that it has made no false statements to the State or City of Gahanna in the process of obtaining approval for an Office & Industrial Incentive. If any representative of MNX has knowingly made a false statement to the State or City of Gahanna to obtain an Office & Industrial Incentive, MNX shall be required immediately to return all benefits received under the Office & Industrial Incentive pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the City

of Gahanna. 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 ORC Section 2921.13 (D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

IN WITNESS WHEREOF, the City of Gahanna, Ohio, by Rebecca W. Stinchcomb, its Mayor, and pursuant to a pending Resolution, has caused this instrument to be executed this 6th day of JUNE, 2014 and **MXN Global Logistics** by Tom Belmont, COO, has caused this instrument to be executed on this 17 day of JUNE, 2014.

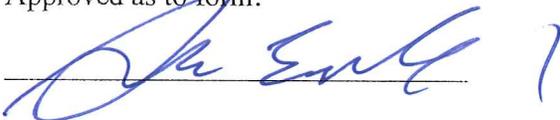
MXN Global Logistics

Mayor

By 
Tom Belmont COO

By 
Rebecca W. Stinchcomb

Approved as to form:


Shane W. Ewald, City Attorney



Office & Industrial Incentive Program Application

Company Information	
Company Name: MNX	Company Contact Name and Title: Todd Kurgan - Columbus Station Manager
Company Address: 8801 Bellanca Ave Los Angeles, CA 90045	Contact Phone Number and Email: 614-394-5645 todd.kurgan@mnx.com
Company Type: Global Logistics	
Project Information	
Project Site: 690 Taylor Road Gahanna, OH 43230	Square Footage: 9,000
Current Number of Employees at Site: 39 (5 part-time)	If Leasing Space, Proposed Term: 5 - 7 years
Proposed Number of New Employees at Site: Full-Time: 10-15 Part-Time: 2-3	Average Wage Rate of New Employees: \$ 37,500.00 Average Benefits of New Employees: 15% of salary
Estimated Annual Payroll at Project Site: range \$ 2,000,000 - 2,375,000.00	
Project Description including total investment amount	
MNX is looking for a site to expand our Columbus operation. We are currently leasing space from Arnet as part of an agreement signed in 2012. We are looking for a site that will allow us to expand and provide an advantageous location for recruiting employees. Our projected investment amount is expected to be \$ 200,000.	

Please include the following items upon submitting an application:

- History and description of the business
- Three years historical financial statements
- Three years projected financial statement
- Resumes of owners and/or key managers

Application Acknowledgement

As an authorized agent of the applicant company, I hereby submit this application for consideration. I understand that any information on this application found to be false or misleading could result in the termination of this program.

Todd Kury 3/28/14
Signature/Title Date

2013 Office & Industrial Incentive Annual Report



Instructions: Please complete and return this form to the Department of Planning & Development by **Friday, March 28, 2014**. Fill out all required fields and provide supportive, documentation as applicable. Thank you in advance for your cooperation. Return the form via mail 200 S. Hamilton Road, Gahanna, OH 43230, fax (614) 342-4118 or email emanuel.torres@gahanna.gov.

Business Contact Information

Name of Business: _____

Business Address: _____

Contact Person: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email: _____

Performance Verification Information

Business Federal Employer ID Number: _____

Number of employees at incentive site: (as of 12/31/2013) *Full Time:* _____ *Part Time:* _____

Total Annual Payroll: (as of 12/31/2013) \$ _____

Total City Income Tax: (as of 12/31/2013) \$ _____

Incentive Amount Requested: (as of 12/31/2013) \$ _____

Did ownership of building/business change in 2013? Yes No

Are you a member of the Gahanna Area Chamber of Commerce? Yes No

Are you interested in learning more about lowered cost broadband services through Gahanna's fiber network? Yes No

Contact Signature: _____

Date: _____