1st READING 1/19/16
2nd READING 2/1/16
3rd READING 6/20/16

ORDINANCE NO. O2016-10

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS KNOWN AS ST. CLAIR COMMONS TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AUTHORIZING SCHOOL COMPENSATION PAYMENTS; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code ("ORC") Sections 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Statutes") authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of the those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Statutes to encourage the development of the Parcels; and

WHEREAS, the City has delivered notice of this ordinance to the St. Clairsville-Richland City School District and the Belmont-Harrison Area Joint Vocational School District within the time periods required by the TIF Statutes and ORC Section 5709.83; and

WHEREAS, the City desires to provide for the design, construction and financing of certain public infrastructure improvements directly benefiting and enabling the development of the Parcels by entering into a Tax Increment Financing Agreement with Equity, Inc. or its designee (the "Developer");

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of St. Clairsville, Belmont County, Ohio, that:

Section 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the "Parcels," with each individual parcel a "Parcel").

Section 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by

ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

Section 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in ORC Section 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement attributable to a new structure on that Parcel first appears on the tax list and duplicate were it not for the exemption granted in this ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes.

Section 4. Service Payments. As provided in ORC Section 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Belmont County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the "Service Payments"). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6.

Section 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC Section 5709.43, the St. Clair Commons Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels and not required to be distributed to the School District pursuant to Section 6 of this ordinance will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Statutes and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC Section 5709.43.

Section 6. Distributions; Payment of Costs. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments to the City for further deposit into the TIF Fund and use for (a) payment of costs of the Public Infrastructure Improvements, including, without limitation, all reimbursements to the Developer and debt charges on any notes or bonds of the City issued to pay or reimburse financings costs or costs of those Public Infrastructure Improvements, (b) payment to the St. Clairsville-Richland City School District in accordance with the TIF Statutes or Revenue Sharing Agreement and any

payment to the Belmont-Harrison Area Joint Vocational School District required pursuant to ORC Sections 5709.40 or 5709.82 and (c) any other lawful purpose.

Section 7. Tax Increment Financing. The Tax Increment Financing Agreement (the "TIF Agreement") substantially in the form on file with the Clerk of Council, providing for, among other things, the design and construction of certain of the Public Infrastructure Improvements by the Developer and reimbursement of the costs of those improvements by the City to Developer is hereby approved. The Mayor, for and in the name of the City, is hereby authorized to execute and deliver the TIF Agreement to the Developer in substantially that form along with any changes or completions that are not substantially adverse to the City. The approval of those changes and completions, and the character of those changes and completions as not being substantially adverse to the City, will be evidenced conclusively by the Mayor's execution of the TIF Agreement. This Council hereby expressly waives any requirement for competitive bidding pursuant to the City's Charter that may be applicable to the TIF Agreement or the completion of the improvements to be designed and constructed thereunder.

The reimbursement obligation to Developer for the design and construction of the Public Infrastructure Improvements under the TIF Agreement (including accrued interest, the "Reimbursement Amount") constitutes a special obligation of the City and is payable solely from Service Payments and Property Tax Rollback Payments deposited into the TIF Fund. All Service Payments and Property Tax Rollback Payments hereafter deposited into the TIF Fund are pledged for payment of the Reimbursement Amount. No other funds are pledged for the payment of the Reimbursement Amount, and neither the Developer nor any other beneficiary of the Reimbursement Amount has a right to have taxes levied for the payment of the Reimbursement Amount. All Service Payments and Property Tax Rollback Payments hereafter deposited in that TIF fund are hereby appropriated to pay the Reimbursement Amount as set forth in the TIF Agreement, and the Director of Finance is hereby authorized to make payments in satisfaction of the Reimbursement Amount to the Developer in accordance with the TIF Agreement.

Section 8. Revenue Sharing Agreement. The form of Revenue Sharing Agreement between the City and the St. Clairsville-Richland City School District (the "Revenue Sharing Agreement") presently on file with the Clerk of Council is hereby approved and authorized with changes therein and completions thereto not inconsistent with this ordinance and not substantially adverse to this City and which shall be approved by the Mayor. The Mayor, for and in the name of this City, is hereby authorized to execute and deliver the Revenue Sharing Agreement to the St. Clairsville-Richland City School District in substantially that form along with any changes therein and completions thereto, provided that the approval of those changes and completions by the Mayor, and the character of those changes and completions as not being substantially adverse to this City, shall be evidenced conclusively by the Mayor's execution thereof.

Section 9. Further Authorizations. This Council hereby authorizes and directs the Mayor, Director of Public Service/Safety, the Director of Law, the Director of Finance, or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the Service Director, the Director of Law, the Director of Finance or, or other appropriate officers of the City

to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

Section 10. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 11. Effective Date. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or property of the City, and for the further reason that this ordinance is required to be immediately effective in order to make possible the timely design and construction of the Public Infrastructure Improvements; wherefore, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 20, 2016

Mayor

ATTEST: Kathleen M. Kalugh
Clerk of Council

President of Council

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The outlined area on the following map specifically identifies and depicts the Parcels and constitutes part of this Exhibit A (currently tax parcel number 34-02675.008).

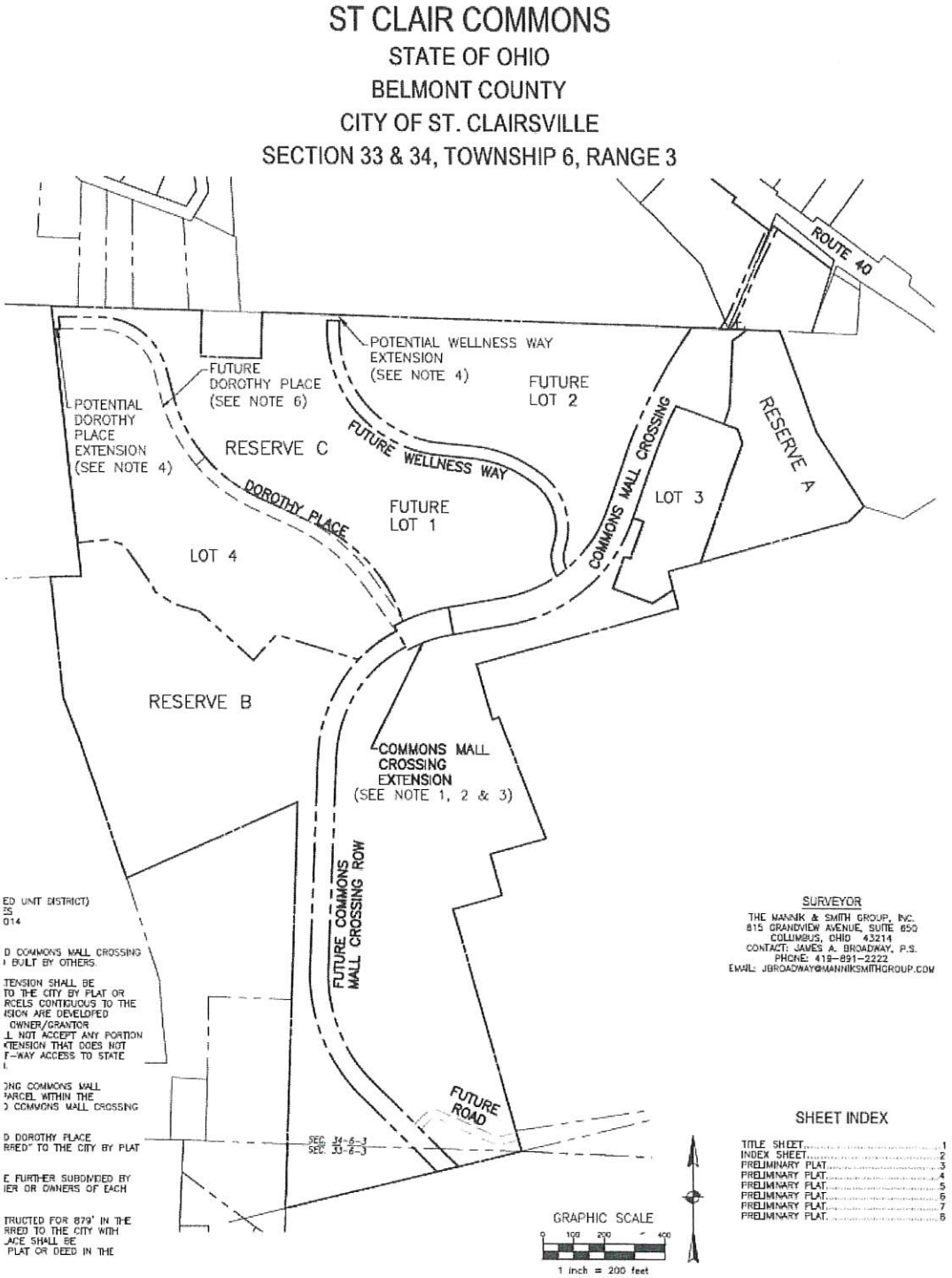


EXHIBIT B
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any "public infrastructure improvement" defined under Section 5709.40(A)(7) of the Ohio Revised Code and that directly benefits the Parcels and specifically include, but are not limited to, the "Public Improvements" described in the TIF Agreement (as may be amended from time to time) and any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code):

- **Roadways**. Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto;

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities;

- **Utilities**. Construction, reconstruction or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to: those associated with improvements described in "Roadways" above;

- **Stormwater**. Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare;

- **Demolition**. Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare;

- **Parks**. Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto;

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto,

including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above;

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research; including, but not limited to, the purchase of parkland; and

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

TAX INCREMENT FINANCING AGREEMENT
(St. Clair Commons Senior Living Phase 1)

This Tax Increment Financing Agreement (this "Agreement"), made and entered into as of this 20th day of June, 2016, by and among the CITY OF ST. CLAIRSVILLE, OHIO (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter, GDNG, LLC ("GDNG"), a District of Columbia limited liability company and Equity Construction Solutions, LLC ("ECS" and together with GDNG, the "Developer") an Ohio limited liability company.

WITNESSETH:

WHEREAS, the City, by its Ordinance No. O2016-10, passed June 20, 2016 (the "TIF Ordinance"), has declared the improvement of certain parcels of real property located within the City as identified in the TIF Ordinance (each individually, as now or hereafter configured, a "Parcel" and collectively the "Parcels") to be a public purpose and exempt from taxation, required the owner of each Parcel to make service payments in lieu of taxes (collectively for all Parcels, the "Service Payments") to the Belmont County Treasurer, has established the St. Clair Commons Phase 1 Municipal Tax Increment Equivalent Fund as specified in the TIF Ordinance (the "TIF Fund") for the deposit of the Service Payments, and has specified public infrastructure improvements made or to be made that benefit or serve the Parcels (the "Public Infrastructure Improvements"), all pursuant to and in accordance with Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43; and

WHEREAS, GDNG is the owner of the Parcels and intends to sell one of the Parcels (identified as "LOT 4 – 11.841 AC" in the TIF Ordinance (the "Project Site")) to a third party who will construct an approximately 70,000 square foot senior living facility (the "Project"); and

WHEREAS, GDNG intends to sell the other Parcel (identified as "LOT 3 – 3.300 AC" in the TIF Ordinance (the "Additional Site")) to a third party for the development of a hotel or other commercial improvement; and

WHEREAS, GDNG owns property adjoining the Parcels which, together with the Parcels, comprise ± 94 acres of land shown on the Plat of Subdivision for St Clair Commons to be recorded in the records of Belmont County, Ohio (collectively, the "Property"); and

WHEREAS, the Developer will design and construct the Public Infrastructure Improvements as depicted, described and budgeted in Exhibit A (the "Public Improvements"), which Public Improvements will benefit the Property; and

WHEREAS, GDNG desires to dedicate approximately 13.18 acres of public space to the City (the "Public Space") as further depicted on Exhibit B, which Public Space will benefit the Property; and

WHEREAS, GDNG has requested that the City reimburse GDNG for designing and constructing the Public Improvements and dedicating the Public Space as Public Infrastructure Improvements eligible for reimbursement under the TIF Ordinance, and the City desires that the Developer design and construct the Public Improvements and dedicate the Public Space and further desires to reimburse GDNG for the costs of designing and constructing those Public Improvements and the value of the Public Space; and

WHEREAS, the City authorized the execution and delivery of this Agreement by the TIF Ordinance;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree to the foregoing and as follows:

Section 1. Public Improvements.

(a) Design and Construction. The Developer shall complete construction of the Public Improvements simultaneously with the construction of the Project. The Developer submitted the plans and specifications for those improvements to the City's Director of Public Services for review and approval. Excepted as noted below, the Director of Public Services has approved the plans and specifications for those improvements, which plans and specifications and Public Improvements include all on-site and off-site infrastructure necessary to connect the Public Improvements to the City's existing utility systems. The plans and specifications for the wastewater pumping station remain subject to review and approval by the City's Director of Public Services. The Developer shall construct the Public Improvements in accordance with the plans and specifications approved by the Director of Public Services and in accordance with the Codified Ordinances of the City (the "City Codes").

The City is applying for a grant from the State of Ohio to pay for a portion of the Public Improvement consisting of a portion of the costs to construct a waterline to Young Lane. The Developer will reasonably cooperate with the City in connection with such application. If the grant is awarded to the City, the City will use the grant to pay for a portion of the costs of that waterline improvement, and such grant funds will not count against the $2,750,000 maximum Reimbursement Amount set forth in Section 4 and such costs will not be included in the Reimbursement Amount (as defined in Section 4).

Developer shall cause the design and construction of the Public Improvements utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. Developer is solely responsible for and has control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the design and construction of the Public Improvements. Developer and all contractors and subcontractors are solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

GDNG or ECS shall enter into all design and construction contracts in its own name and not in the name of the City. The Developer has selected RF Scurlock as construction contractor for the Public Improvements and the City consents to that selection. The Developer will not use a contractor other than RF Scurlock without the consent of the City's Director of Public Services, which consent shall not be unreasonably withheld or delayed. The Developer represents that at the time of the execution of this Agreement, it is not charged with any delinquent personal property taxes on the general tax list of personal property. Nothwithstanding the foregoing, a party other than GDNG or ECS may enter into design or construction contracts without creating an Event of Default hereunder, provided that the fact that another party entered into such design or construction contracts shall not relieve GDNG or ECS of any obligations hereunder, including those obligations with respect to the Public Improvements that are the subject of such design or construction contracts.

(b) Subdivision Bond. Developer shall furnish or cause to be furnished one or more bonds securing the construction of the Public Improvements. The bonds must comply with all requirements of the City Code, including without limitation all subdivision requirements, cover costs of the Public Improvements for utilities and roadways (estimated at $1,750,000.00) and cover any costs incurred during the Warranty Period (as defined below). The surety bond must

be executed by sureties that are licensed to conduct business in the State of Ohio (the "State") as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished declares bankruptcy, becomes insolvent or its right to do business is terminated in the State, the Developer, within five days thereafter, shall substitute another bond and surety, both of which must be acceptable to the City and Developer. Developer must provide the surety bond to the City prior to commencement of any work by any contractor.

(c) Warranty. Developer shall cause the design and construction of the Public Improvements to be performed according to the standard of care normally exercised by well-qualified engineering and construction organizations engaged in comparable services in eastern Ohio. Developer further warrants that the Public Improvements will be free from defects, including defects in the design, workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one year after final written acceptance by City (the "Warranty Period"). The warranty provided in this Section is in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the construction documents.

If defects in the Public Improvements become apparent within the Warranty Period, the City shall promptly notify Developer in writing. Within ten days of receipt of said notice, Developer shall visit the Public Improvements in the company of one or more representatives of the City to determine the extent of the defects. Developer shall, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective portion of the Public Improvements, including all adjacent portions of the Public Improvements damaged as a result of such defects or as a result of remedying the defects. If the defects are considered by the City to be an emergency, the City may require Developer to visit the Public Improvements within one day of receipt of the notice.

Developer is fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective portion of the Public Improvements. If Developer does not repair or replace the defective Public Improvements within a reasonable time frame, the City may repair or replace such defective improvements and charge the cost thereof to Developer or the provider of the subdivision bond. Work that is repaired or replaced by Developer is subject to inspection and acceptance by the City and must be warranted by Developer for one year from the date of acceptance of the corrective work by the City.

(d) Traffic Control. Developer is responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of the Public Improvements. All traffic control devices must be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations or such other procedures specified by the City.

(e) Mechanics' Liens. To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Public Improvements, Developer shall, or will require the appropriate contractor to, provide any security required by Ohio Revised Code Chapter 1311 to cause that mechanic's lien to be released of record with respect to the Public Improvements.

(f) Sales Taxes. The parties intend that building and construction materials incorporated into the Public Improvements be exempt from state and local sales taxes. The City

will cooperate with the Developer to provide sales tax exemption certificates to contractors in order to exempt those materials.

(g) Insurance. GDNG shall comply with all insurance requirements as set forth in Exhibit D.

(h) Prevailing Wage for Construction. The Developer and the City acknowledge and agree that the Public Improvements may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115, as and to the extent applicable, for the applicable classification(s) of work, and all wages paid to laborers and mechanics employed to construct those Public Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by those improvements, which wages must be determined in accordance with the requirements of that Chapter 4115. The Developer shall comply, and the Developer shall require compliance by all contractors working on those improvements, with all applicable requirements of that Chapter 4115, including, without limitation, (i) obtaining the determinations required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by those improvements, and (ii) insuring that all subcontractors working on the Public Improvements receive notification of changes in prevailing wage rates as required by that Chapter 4115. The City's Director of Public Services shall serve as prevailing wage coordinator. The City may require that the Developer provide reasonable proof of compliance with this Section from time to time and the Developer will include affidavits of compliance as required by Chapter 4115 in the Cost Certificate submitted pursuant to Section 5. This paragraph does not apply to any improvements where no funds from the TIF Fund and/or City funds are used for payment or reimbursement of the costs of those improvements.

(i) City Code. Each of the foregoing provisions regarding the design and construction of the Public Infrastructure Improvements is intended to supplement provisions of the City Code regarding construction of infrastructure improvements. No requirement of the City Code regarding the design or construction of the Public Improvements or the Project is waived or superseded by any provision of this Agreement.

Section 2. Public Space. GDNG has the right, but not the obligation, to dedicate the Public Space to the City. Such dedication shall occur by long-term lease or easement, with the final form of dedication mutually agreed by GDNG and the City. The lease or easement shall provide that GDNG and other property owners adjacent to the Public Space shall pay or reimburse to the City all costs of maintaining the Public Space (including, without limitation, costs of insurance for the City and real property taxes) and indemnify the City for any claims or liabilities incurred by the City with respect to the Public Space. The price paid for the Public Space will not exceed $659,000.00 and will be based on the acreage ultimately conveyed to the City and the appraised value of the Public Space at $50,000.00 per acre as reflected in appraisals provided by the Developer to the City. The purchase price will be added to the Costs (as defined below) upon dedication and satisfaction of the requirements of Section 5.

GDNG will convey the Public Space to the City free and clear of all encumbrances except those approved in writing by the City. Further, GDNG has provided a phase I environmental study to the City. The study was addressed to the City and was performed by a qualified environmental consultant approved by the City. If the phase I study shows possible environmental contamination, GDNG will provide such further studies as are requested by the City. If any of the foregoing conditions or covenants are not satisfied, or if the environmental study reveals environmental conditions unacceptable to the City, as each is determined by the City in its reasonable discretion, then the City may decline to accept dedication of the Public Space.

The Developer may assign to a property owners' association encompassing the approximately 94 acre parcel that currently includes the Public Space its ongoing obligations under this Section and Section 12 with respect to any costs or liabilities for Public Space dedicated to the City and Developer thereafter will have no further liability therefor. Such assignment shall not be made without the consent of the City, which consent shall not be unreasonably withheld or delayed.

Section 3. Application of Service Payments and Minimum Service Payments. The TIF Fund shall be maintained in the custody of the City and the City shall deposit all Service Payments and minimum service payments collected with respect to the Project Site and the Additional Site pursuant to the minimum service payment declarations described herein into the TIF Fund.

Money deposited in the TIF Fund from the Project Site on a semi-annual basis will be used in the following order of priority: (i) first, in year 1 through year 18 of the exemption granted pursuant to the TIF Ordinance for the Project Site, to make payments to the issuer of the bonds described in Section 6 (which may include payments for future years' debt service on those bonds) that are issued for the purpose of paying the Public Improvement Reimbursement Amount (as defined in Section 4) to GDNG pursuant to a cooperative agreement between the issuer and the City in an amount not to exceed $96,500 ($193,000 annually)(for purposes of the Public Improvement Reimbursement Amount, the "Available Funds"), (ii) second, to make payments to the St. Clairsville-Richland City School District and Belmont-Harrison Area Joint Vocational School District as required by applicable agreements between those parties and the City or by Ohio law; and (iii) third, any remaining amounts shall be retained by the City and used for any purpose as the City may determine.

Money deposited in the TIF Fund from the Additional Site after satisfaction of the Additional Reimbursement Condition on a semi-annual basis will be used in the following order of priority: (i) first, in year 1 through year 18 of the exemption granted pursuant to the TIF Ordinance for the Additional Site, to make payments to the issuer of the bonds described in Section 6 (which may include payments for future years' debt service on those bonds) that are issued for the purpose of paying the Additional Reimbursement Amount (as defined in Section 4) to GDNG pursuant to a cooperative agreement between the issuer and the City in an amount not to exceed $47,000 ($94,000 annually)(for purposes of the Additional Reimbursement Amount, the "Available Funds"), (ii) second, to make payments to the St. Clairsville-Richland City School District and Belmont-Harrison Area Joint Vocational School District as required by applicable agreements between those parties and the City or by Ohio law; and (iii) third, any remaining amounts shall be retained by the City and used for any purpose as the City may determine.

Money deposited in the TIF Fund from the Additional Site prior to satisfaction of the Additional Reimbursement Condition on a semi-annual basis will be used in the following order of priority: (i) first, to make payments to the St. Clairsville-Richland City School District and Belmont-Harrison Area Joint Vocational School District as required by applicable agreements between those parties and the City or by Ohio law; and (ii) second, any remaining amounts shall be retained by the City and used for any purpose as the City may determine.

The Additional Reimbursement Condition must be satisfied within three years from the date of this Agreement in order to be considered satisfied hereunder. As used in this Agreement, the "Additional Reimbursement Condition" is satisfied upon delivery to the City of evidence reasonably acceptable to the City that (i) the owner of the Additional Site (or its designee) has entered into a construction contract for the improvement to the Additional Site with a minimum contract value of $9 million (less the most recent sale price of the Additional Site), (ii) the owner of the Additional Site has executed construction loan agreements for the improvements with a loan amount that, together with committed equity for the improvements, is at least equal to $9

million (less the most recent sale price of the Additional Site), and (iii) the owner of the Additional Site has executed and recorded a declaration of covenants and imposition of continuing priority lien against the Additional Site substantially in the form attached as Exhibit E, whereby the owner of the Additional Site agrees, on behalf itself and all subsequent owners of the Additional Site, to make minimum service payments pursuant to Ohio Revised Code Section 5709.91 during the 30 year term of the TIF exemption for the Project Site in an annual amount equal to $156,841.00, which declaration must be senior to any monetary lien or mortgage on the Additional Site except for the lien for real property taxes and recorded prior to the issuance of any bonds funding the Additional Reimbursement Amount as described in Section 6.

Section 4. Reimbursement Amount. The City agrees to pay to GDNG or its designee in accordance with the terms of this Agreement, upon the satisfaction of the applicable conditions of Section 5, the sum of: (a) an amount equal to the costs to design and construct the Public Improvements as set forth in the Cost Certificate for those improvements submitted by GDNG to the City pursuant to Section 5 in an amount not to exceed $1,887,146.00 (the "Public Improvement Reimbursement Amount"), (b) the value of the right-of-way dedicated in connection with those Public Improvements (at a value of $140,000.00 per acre, not to exceed $203,854.00)(the "ROW Reimbursement") and (c) if dedicated by GDNG pursuant to Section 2, the value of the Public Space in an amount not to exceed $659,000.00 (the "Public Space Reimbursement" and, together with the ROW Reimbursement, the "Additional Reimbursement Amount"; with the Additional Reimbursement Amount and the Public Improvement Reimbursement Amount referred to together as the "Reimbursement Amount"); provided, however, the City has no obligation to reimburse costs of the Public Improvements, associated right-of-way and value of the Public Space in excess of $2,750,000.00 and GDNG will pay any excess costs of designing and constructing the Public Improvements. The aggregate amount to be paid to GDNG pursuant to the preceding sentence for the Public Improvements is referred to herein as the "Costs". The Cost Certificate submitted must include such evidence of the costs included therein as may be reasonably requested by the City and constitutes a representation and warranty by the Developer that all such costs are true and correct. For purposes of this Agreement, Costs of the Public Improvements may include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B) and incurred by the Developer except for financing costs. Costs of the Public Improvements include all costs paid by the Developer to develop the Public Improvements from equity or debt sources, but do not include accounting allocations or depreciation.

The City has the right to audit the Cost Certificate and to request and receive information from GDNG's lender regarding the same. If such audit reveals material overstatement of the costs of the Public Improvements (for example the actual costs are less than 98% of the certified costs in Cost Certificate), the Reimbursement Amount will be reduced by 110% of the amount of the overstatement and GDNG will pay or reimburse the City for all costs of the audit. Any cost savings in any line item of the budget on Exhibit A hereto, may be reallocated by GDNG to other line items upon certification from ECS or GDNG that such cost savings have been realized.

Notwithstanding any other provision of this Agreement, the City's payment obligations hereunder are limited to Available Funds and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State, and neither GDNG nor any other party has the right to have taxes or excises levied by the City for the payment of the Reimbursement Amount. Nothing herein will be deemed to prohibit the City from using, of its own volition, any other lawfully available resources for the fulfillment of any of the City's obligations hereunder and the City may, at any time upon seven (7) days written notice to GDNG, elect to prepay all or a portion of remaining unpaid Reimbursement Amount.

Section 5. Conditions Precedent to Reimbursement of GDNG. The City's obligation to make payments of Available Funds from the Project Site to the issuer of the bonds

funding the Public Improvement Reimbursement Amount as provided in Section 3 commences when all of the following conditions have been met:

(a) GDNG has provided to the City a completed Cost Certificate for the Public Improvements in a form substantially similar to Exhibit C. The Cost Certificate is subject to audit by the City and approval by the City's Director of Finance as properly payable under the TIF Ordinance and this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. The Cost Certificate must be accompanied by unconditional lien waivers and releases from all subcontractors and suppliers.

(b) The Developer has substantially completed, or caused to be substantially completed, all work associated with the Public Improvements in accordance with this Agreement and in conformance with the plans and specifications for the Public Improvements as approved by the Director of Public Services and all applicable City Codes.

(c) To the extent applicable, the Public Improvements and corresponding rights-of-way have been properly dedicated to the City and accepted by ordinance or placed within an easement reasonably acceptable to the City.

(d) GDNG has dedicated or entered into an agreement to dedicate to the Ohio Department of Transportation any right-of-way reasonably required by the Ohio Department of Transportation to construct the future extension of Commons Mall Crossing as approximately shown on Exhibit A to the TIF Ordinance.

(e) the owner of the Project Site has executed and recorded a declaration of covenants and imposition of continuing priority lien against the Project Site substantially in the form attached as Exhibit E, whereby the owner of the Project Site agrees, on behalf itself and all subsequent owners of the Project Site, to make minimum service payments pursuant to Ohio Revised Code Section 5709.91 during the 30 year term of the TIF exemption for the Project Site in an annual amount equal to $236,897.00, which declaration must be senior to any monetary lien or mortgage on the Project Site except for the lien for real property taxes and recorded prior to the issuance of any bonds funding the Public Improvements as described in Section 6.

The City's obligation to make payments of Available Funds from the Additional Site to the issuer of the bonds funding the ROW Reimbursement as provided in Section 3 commences when each of the foregoing conditions (a)-(e) have been met (other than the completion of Dorothy Place – Phase 1 (as shown in the approved plans and specifications), the Master Site Landscaping and the Master Site Signage) and the Additional Reimbursement Condition has been satisfied; provided that the bond referred to in Section 1(b) must be delivered to the City if the City will be obligated to make payments for the ROW Reimbursement prior to the completion of Dorothy Place.

If GDNG elects to dedicate the Public Space to the City, the City's obligation to make payments of Available Funds from the Additional Site to the issuer of the bonds funding the Public Space Reimbursement as provided in Section 3 commences when each of the foregoing conditions (a)-(e) have been met (other than the completion of Dorothy Place – Phase 1 (as shown in the approved plans and specifications), the Master Site Landscaping and the Master Site Signage), the Additional Reimbursement Condition has been satisfied and the Public Space has been dedicated to the City pursuant to Section 2; provided that the bond referred to in Section 1(b) must be delivered to the City if the City will be obligated to make payments for the Public Space Reimbursement prior to the completion of Dorothy Place.

GDNG and the City agree to cooperate in implementing the transfer of any title to or the granting of any easements with respect to any of the Public Improvements from GDNG to the

City as may be necessary in the City's reasonable opinion to qualify the Costs of those Public Improvements for reimbursement from Available Funds.

Section 6. **Bonds.** The City acknowledges that GDNG may desire to finance the Reimbursement Amount through one or more series of bonds issued by an Ohio political subdivision such as a port authority. The City agrees to reasonably cooperate with GDNG and the bond issuer in connection with the issuance of those bonds provided that: (i) the aggregate principal amount of the bonds shall not exceed the amount necessary to pay the remaining Reimbursement Amount to GDNG plus (a) not more than three years of capitalized interest, (b) a reasonably required debt service reserve, which is expected to be 10% of the principal amount of the bonds, (c) all reasonable legal and advisory costs of the City and Schools (as defined herein), (d) reasonable costs of issuance of the bonds, including port fee, bond counsel, general counsel, rating fee, trustee fee underwriting or placement fee and other reasonable and usual costs related to the issuance of the bonds (not to exceed 5.00% of the principal amount of the bonds); (ii) the City shall have no liability with respect to the bonds except for the obligation to pay Available Funds to the bond issuer or bond trustee; (iii) on the closing date of the bonds (or within six months from the date the City incurs the expense and requests reimbursement from GDNG, whichever is earlier), GDNG shall pay or reimburse all reasonable out-of-pocket expenses of the City incurred in connection with the issuance of the bonds; (iv) each series of bonds shall mature no later than December 31 of the year that is 20 years after the date the series of bonds is issued (ie bonds issued in calendar year 2016 must mature no later than December 31, 2036) and (v) GDNG agrees to request the issuer of the bonds to consider using William Blair & Company, L.L.C. to serve as placement agent or underwriter for the bonds and the underwriting or placement fee will be subject to approval by the issuer and GDNG.

Section 7. **Pre-Annexation Agreement; Future Phases.** The parties acknowledge and agree that this Agreement satisfies the City's obligations set forth in the Annexation Agreement dated January 19, 2004, by and between GDNG and the City. The parties further acknowledge that development of future phases of private improvements on the Property may require additional public infrastructure improvements. The City agrees that it will consider use of tax increment financing or other public funding mechanisms if necessary in order to enable the development of that property.

Section 8. **City Expenses.** GDNG shall pay to the City or the School District (as applicable) within ten (10) business days of the date of this Agreement (a) $70,000 for the City's legal expenses related to the TIF Ordinance, the Public Improvements, this Agreement and the Revenue Sharing Agreement between the City and the St. Clairsville-Richland City School District (the "School"), and (b) $10,000 for the School's legal expenses related to the Public Improvements, this Agreement and the Revenue Sharing Agreement between the City and the School. In addition, no later than the earlier of the issuance of the bond described in Section 6 and December 31, 2017, GDNG shall pay to the City the amount of $35,000.00 for the City's financial advisory fees rendered by William Blair & Company, L.L.C. in connection with the TIF transaction unless bonds are issued as described in Section 6 and William Blair & Company, L.L.C. serves as the bond underwriter or placement agent. The expenses paid pursuant to this Section are Costs of the Public Improvements reimbursable hereunder.

Section 9. **Exemption Applications.** The City and GDNG agree to cooperate in the preparation, execution and filing of all necessary applications and supporting documents to obtain from time to time the tax exemptions granted by the TIF Ordinance and to enable the City to receive the Service Payments. The City and GDNG agree to perform such acts as are reasonably necessary or appropriate to maintain those exemptions and receive the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with those exemptions or the receipt of the Service Payments. GDNG authorizes the City to file any applications necessary to obtain

from time to time those exemptions. GDNG shall pay or reimburse the City for all costs and expenses incurred by the City in connection with filing those applications or performing such acts.

Section 10. Certain Representations, Warranties and Covenants of City. The City hereby represents, warrants and covenants that:

(a) It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter.

(b) Its execution and delivery of this Agreement and the performance of its obligations hereunder (i) are within its authority and powers, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its organizational documents, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (iii) have been duly authorized by all necessary action on its part.

(c) It is not in violation of or in conflict with any provision of the laws of the State or of the United States of America applicable to the City that would impair its ability to perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which the City is a party or by which it may be bound.

(d) The TIF Ordinance has been duly passed by the City, has not been amended, modified or repealed, and is in full force and effect.

(e) It will deposit into the TIF Fund all Service Payments received by it until the Reimbursement Amount is paid in full.

(f) Until the Reimbursement Amount is paid in full, it will not amend, modify or repeal the TIF Ordinance in any way, or take any other legislative action that would affect the amount of Service Payments deposited into the TIF Fund except as approved by GDNG or required by law.

(g) Until the Reimbursement Amount is paid in full, it will not transfer, encumber, spend or use any monies on deposit in the TIF Fund other than as provided in this Agreement unless this Agreement is amended as provided herein.

Section 11. Certain Representations and Warranties of the Developer. Each of GDNG and ECS represents and warrants with respect to itself and not the other that:

(a) It (i) is a limited liability company duly organized, validly existing and in full force and effect under the laws of the District of Columbia (with respect to GDNG) or the laws of the State of Ohio (with respect to ECS) and is qualified to transact business in the State and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted, and as presently proposed to be conducted.

(b) Its execution and delivery of this Agreement and the performance of its obligations hereunder (i) are within its authority and powers, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its organizational documents, or other instrument to which it is a party or by which it may be

bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (iii) have been duly authorized by all necessary action on its part.

(c) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Public Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Public Improvements.

(d) It is in compliance with State of Ohio campaign financing laws contained in Chapter 3517 of the Ohio Revised Code and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in Ohio Revised Code Section 9.24.

Section 12. Indemnification.

(a) General Indemnity. The Developer releases the City and each council member, officer, official and employee thereof (collectively, the "Indemnified Parties" and each an "Indemnified Party") from, agrees that the Indemnified Parties are not liable for, and indemnifies each Indemnified Party against, all liabilities, obligations, damages, costs and expenses (including without limitation, reasonable attorneys' fees and losses and costs described in division (b) of this Section) asserted against, imposed upon or incurred by an Indemnified Party (collectively, the "Liabilities" and each a "Liability") arising or allegedly arising out of the design and construction of the Public Improvements or the City's ownership interest in the Public Space, or resulting from the Developer's or its agents, contractors, employees or representatives performance of its obligations under this Agreement or any work with respect to the Public Improvements performed by it or its agents, contractors, employees or representatives.

Upon notice of the assertion of any Liability, the Indemnified Party must give prompt written notice of the same to the Developer. Upon receipt of written notice of the assertion of a Liability, the Developer has the duty to assume, and must assume, the defense thereof, with full power and authority to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party has the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may not be unreasonably withheld.

An Indemnified Party may employ separate counsel and participate in the defense of any Liability. The Developer shall pay the reasonable legal expenses of the Indemnified Party in connection with its retention of separate counsel; provided, however, that the Developer is not required to pay those legal expenses if the City's Law Director provides written approval of the law firm retained by the Developer to defend the Liability. The Developer must request any such approval by written instrument delivered to the Law Director and the Mayor. The Developer is not liable for any settlement of any Liability affected without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party.

(b) Environmental Indemnity. The Developer agrees to indemnify and hold the City harmless from and against all losses including, without limitation, investigative and remediation costs, incurred by the City as a result of the existence on, disposal or release on, to or from, the Public Improvements or the Public Space of Hazardous Materials or violations of Environmental Laws; provided, that the Developer is not required to indemnify the City to the extent the losses arise out of any gross negligence or willful misconduct of the City or any officer, employee or

agent of the City. The Developer further agrees that neither the Developer, nor any of their independent contractors, invitees, licensees, successors, assignees or tenants will store, release or dispose of, or permit the storage, release or disposal of any Hazardous Materials at or on the Public Improvements or Public Space at any time other than in accordance with Environmental Laws, and that it will perform its obligations under this Agreement and any other agreement among the Developer, City and any other parties thereto in compliance with Environmental Laws. If the Developer receives a notification or clean up requirement under Environmental Law, the Developer shall promptly notify the City of such receipt, together with a written statement of the Developer setting forth the details thereof and any action with respect thereto taken or proposed to be taken, to the extent of the Developer's knowledge. On receipt by the Developer of any such notification or clean up requirement, the Developer shall either proceed with appropriate diligence to comply with such notification or clean up requirement or will commence and continue negotiation concerning, or contest the liability of, the Developer or the City with respect to such notification or clean up requirement.

As used in the foregoing paragraph:

"Environmental Laws" means all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing use, storage, treatment, generation, transportation, processing, handling, management, production, release or disposal of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the Emergency Planning and Community Right-to-Know Act, the Hazardous Materials Transportation Act, and their respective state and local counterparts.

"Hazardous Materials" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, pollutants, contaminants or related or similar materials which are regulated by or identified in any Environmental Laws.

(c) The indemnities provided in this Section survive the termination of this Agreement.

Section 13. **Estoppel Certificate.** Within 45 days after a request of GDNG, the City will execute and deliver to the person or entity indicated by GDNG in its request, a certificate stating: (a) that this Agreement is in full force and effect, if the same is true; (b) that the Developer is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Developer is in default, specifying same; and (c) such other matters as GDNG reasonably requests. Upon such request GDNG will certify to the City that the Developer is not, to its knowledge, in default under any of the terms, covenants or conditions of this Agreement or, if the Developer is in default, GDNG will specify such default and its plan to remedy or cure such default.

Section 14. **Successors; Assignment; Amendments; City Consents.** This Agreement is binding upon the parties hereto and their successors and assigns. A party may only assign this Agreement with the written consent of the other party; provided that GDNG may, without the consent of the City, make a collateral assignment of its rights and obligations under this Agreement to a lender for the purpose of obtaining financing for the Public Improvements, as long as such an assignment provides that GDNG remains liable for all its obligations under this

Agreement. GDNG shall use commercially reasonable efforts to notify the City of any such collateral assignment. The City shall cooperate with any reasonable assignment request in connection with that financing, provided that GDNG shall pay or reimburse any reasonable out-of-pocket expenses of the City incurred in responding to that request. Nothing in this Agreement prevents GDNG from transferring any or all of its interest in a Parcel to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Unless otherwise noted, any consent or approval of the City to be given under this Agreement may be given by the Mayor and must be given in writing.

Section 15. Events of Default and Remedies.

(a) Events of Default. Any one or more of the following constitutes an "Event of Default" under this Agreement:

i. The Developer or City fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, the Developer or City may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

ii. The Developer or City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made.

iii. The Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

iv. The Developer makes a general assignment for the benefit of creditors;

v. A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or

vi. The Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

As used in this Section, "Force Majeure" means any event that is not within the control of the Developer, City or its employees, contractors, subcontractors and material suppliers, including the following: acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; nuclear accidents; fires; restraint of government and people; or explosions.

(b) General Right to Cure. If any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto exists and is continuing, the defaulting party shall, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within 30 days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said 30-day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said 30-day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section, the other party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party and (ii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. In addition, the City may, in its sole discretion, elect to terminate this Agreement if the Developer has not completed the Public Improvements within one year from the date of this Agreement.

Section 16. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation is an obligation of any present or future member of City Council or any officer, agent or employee of the City in that person's individual capacity, and neither the members of the City Council, nor any individual person executing this agreement on behalf of the City, is liable personally by reason of the obligations of the City contained in this Agreement. No such obligation is an obligation of any present or future member of GDNG or ECS or any officer, agent or employee of GDNG or ECS in that person's individual capacity, and neither the members of the GDNG, ECS, nor any individual person executing this agreement on behalf of GDNG or ECS, is liable personally by reason of the obligations of the GDNG or ECS contained in this Agreement.

Section 17. Notices. 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 GDNG:

GDNG, LLC
3016 43rd Street NW
Washington, DC 20016
Attention: Rob Stein

(b) To the City at:

City of St. Clairsville
100 North Market Street
P.O. Box 537
St. Clairsville, Ohio 43950
Attention: Director of Public Services

(c) To ECS at:

Equity Construction Solutions, LLC
4659 Trueman Blvd., Suite 200
Hilliard, Ohio 430026
Attention: Andy Quinn

Section 18. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 19. **Separate Counterparts.** This Agreement may be executed by the parties in one or more counterparts or duplicate signature pages, each of which when so executed and delivered is an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Signatures transmitted by facsimile or electronic means are deemed original signatures.

Section 20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties. The parties hereto acknowledge and agree that this Agreement is the product of an extensive and thorough, arm's length negotiation and that each party has been given the opportunity to independently review the Agreement with legal counsel, and that each party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement may not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction must be utilized.

Section 21. **Term.** The term of this Agreement commences as of the date of this Agreement and terminates upon payment in full to GDNG of the Reimbursement Amount. The Developer's obligations under Sections 9 and 12, and the obligations of the parties under Section 15, survive the termination of this Agreement.

Section 22. **No Agency Relationship.** The City and Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, Developer is not acting as an agent of the City.

Section 23. **City Income Tax Withholdings.** Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the City Code.

Section 24. **Non-Discriminatory Hiring Policy.** The Developer agrees to comply with, and will only hire contractors who agree to comply with, the City's nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. In furtherance of that policy, the Developer agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 25. **Governing Law and Choice of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement, an Event of Default or its breach will be decided in a court of competent jurisdiction within Belmont County, Ohio.

Section 26. **Joint and Several Liability.** ECS and GDNG each acknowledge and agree that they are joint and severally liable for all obligations of the Developer hereunder.

Section 27. **Exhibits.** The following Exhibits are attached to this Agreement:

(i) Exhibit A: Description and Budget of Public Improvements

(ii) Exhibit B: Depiction of Public Space

(iii) Exhibit C: Form of Cost Certificate

(iv) Exhibit D: Insurance Requirements

(v) Exhibit E: Form of Minimum Service Payment Agreement

(Signatures on next page)

IN WITNESS WHEREOF, the City, GDNG and ECS have caused this Agreement to be executed in their respective names by their duly authorized officers, as of the date first set forth above.

CITY OF ST. CLAIRSVILLE, OHIO

By: _____
Terry Pugh, Mayor

Approved as to Form:

_____
Director of Law

GDNG, LLC

By:_____

Printed:_____

Title:_____

Equity Construction Solutions, LLC

By:_____

Printed:_____

Title:_____

FISCAL OFFICER'S CERTIFICATE

The City has no obligation to make payments pursuant to the foregoing agreement except from Service Payments to be collected for deposit into the TIF Fund. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for the City of St. Clairsville, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement, but in an amount not greater than those Available Funds actually received by the City, have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: June 20, 2016

_____

Cindi Henry, Director of Finance
City of St. Clairsville, Ohio

EXHIBIT A
DESCRIPTION AND BUDGET OF PUBLIC IMPROVEMENTS

[Attached]

EXHIBIT A TO TIF AGREEMENT June 17th, 2016

CATEGORIES FOR TIF (funding for each item subject to final budget)	SUMMARY FOR EXHIBIT
Utilities in Commons Mall to Serve Phase 1 including city inspector	**847,097**
Sanitary with base lift station	
Additional sanitary line to reach new lift station location	
Electric Conduits in Commons Mall to serve Phase 1	
City Sanitary premium for combined lift station;	
City Sanitary premium for collector line; route 40 force main	
Gas in Commons Mall to serve Phase 1	
Subdivision bond-collateral / Tif guaranty (if required)	
City inspector and utility requirements	
Landscaping/Signage	**190,205**
Master Site Signage	
Master Site Landscaping/Comm Garden	
Contingency	**125,045**
Dorothy Place:	**325,000**
Engineer : Roadway Design MSG	**15,000**
Engineer : Mass X Changes MSG	**25,000**
City Engineer: Tid Road	**5,630**
Architect: SCC Entry from Route 40 DW	**6,000**
Architect: Master Landscape & Signage Package POD	**20,000**
Water line design Street	**20,000**
TIF Legal fees Daniels & Stout	**75,000**
Construction interest until bond funds released	**54,469**
Water Line Easement- Thomas	**20,000**
Contingency for water line (used for congtingency and other costs when grant is approved)	**130,000**
Commons Mall and Dorothy Place Street lights at intersections	**28,700**
TOTAL TIF PROCEEDS	**1,887,146**
ROW AND GREEN SPACE Funds to GDNG	**862,854**
GDNG Proceeds	**2,750,000**

EXHIBIT B

DEPICTION OF PUBLIC SPACE

[Attached]

EXHIBIT C

FORM OF COST CERTIFICATE
(For Public Improvement Costs)

To: The City of St. Clairsville, Ohio

Attention: Director of Public Services, City of St. Clairsville

Subject: Request for Reimbursement for Public Improvements pursuant to the terms of the Tax Increment Financing Agreement (St. Clair Commons Senior Living Phase 1) dated as of June 20, 2016 (the "Agreement") by and among the City of St. Clairsville Ohio, Equity Construction Solutions, LLC and GDNG, LLC (the "GDNG").

You are hereby requested to approve the amount of $_____ as Costs for the Public Improvements. All capitalized terms used in this Cost Certificate have the meanings assigned to them in the Agreement unless the otherwise defined herein.

The undersigned authorized representative of GDNG does hereby certify on behalf of GDNG that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of GDNG relating to the matters covered by this Cost Certificate.

(ii) The costs herein requested for approval as Costs of the Public Improvements are a proper charge as a Cost of the Public Improvements (as defined in the Agreement) paid by GDNG or its designee and have not been included in any previous Cost Certificate. The amount and nature of the portion of the Cost of the Public Improvements to be reimbursed, together with proof of payment are shown on a schedule attached hereto.

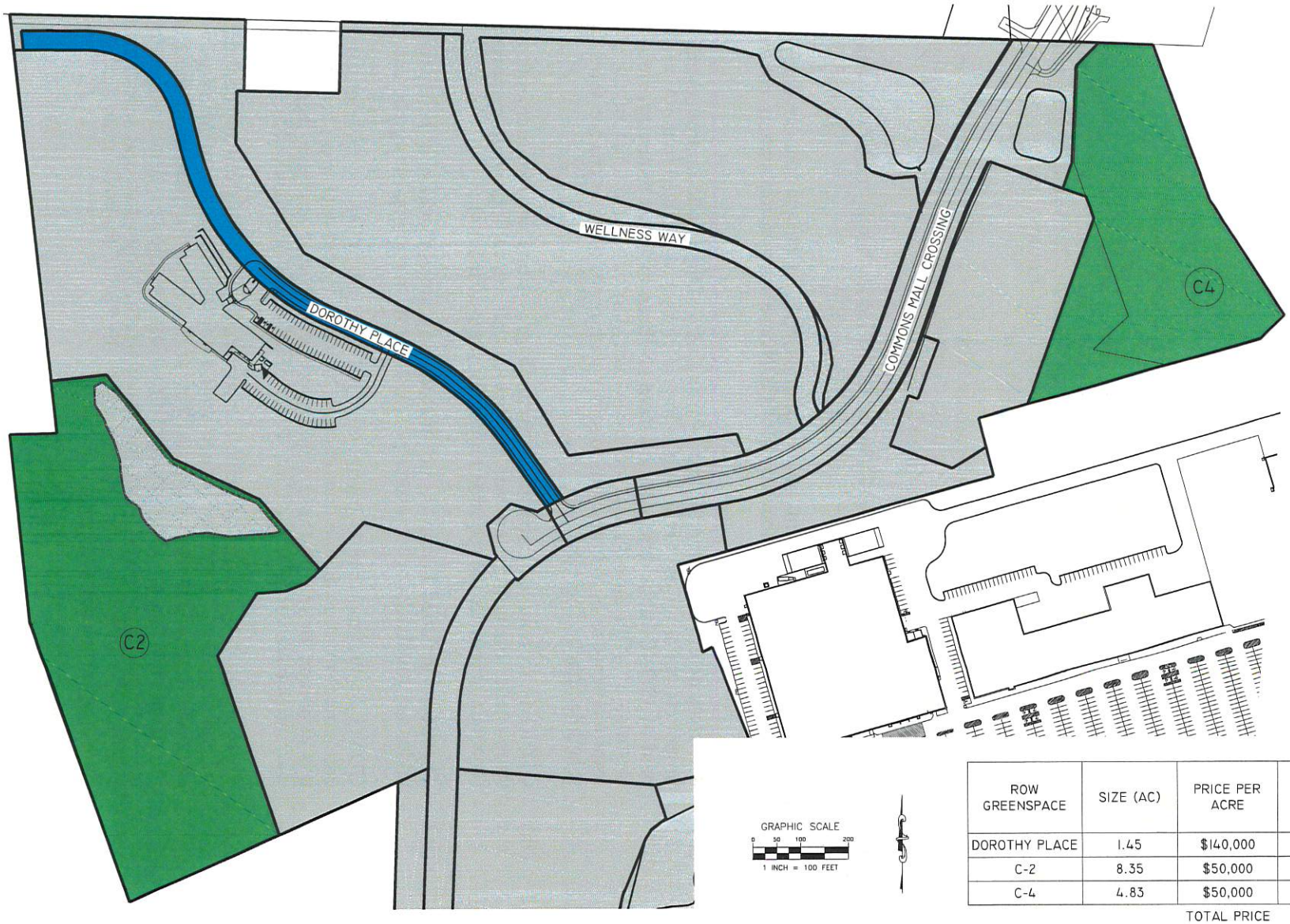
(iii) GDNG is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements (attached hereto are the required prevailing wage affidavits).

(iv) The Costs included herein do not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement.

(v) GDNG or the appropriate parties on GDNG's behalf has or have asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to those Public Improvements or any part thereof, which warranties have vested in the City. Proof of all such warranties is attached hereto.

(vi) There are no outstanding mechanic's or materialman's liens from any contractors, subcontractors and suppliers (which would not include sellers of machinery and equipment) who have provided services or materials for portion of the Public Improvements that are the subject of this Cost Certificate. Attached hereto are unconditional lien waivers from any materialmen, contractors and subcontractors who have provided services or materials to the Public Improvements that are the subject of this Cost Certificate.

EXHIBIT B



GRAPHIC SCALE
0 50 100 200
1 INCH = 100 FEET

ROW GREENSPACE	SIZE (AC)	PRICE PER ACRE	EXTENDED PRICE
DOROTHY PLACE	1.45	$140,000	$203,000
C-2	8.35	$50,000	$417,500
C-4	4.83	$50,000	$241,500
		TOTAL PRICE	$862,000

815 GRANDVIEW AVENUE
SUITE 650
COLUMBUS, OH 43215
TEL: 614.441.4222
FAX: 888.488.7249

NO	DATE	BY	DESCRIPTION

PROJECT DATE: 12/20/19
PROJECT NO: E120617
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CHECKED BY: RSH

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CITY OF ST CLAIRSVILLE
BELMONT COUNTY, OHIO

EXHIBIT B

1 / 1

EXECUTED this____day of _____, 20_.

GDNG, LLC

By: _____

Name: _____

Title: _____

APPROVED ON _____, 20__ :

_____
Director of Public Services

EXHIBIT D

INSURANCE REQUIREMENTS.

(a) GDNG will, at all times prior to the City's acceptance of all of the Public Improvements, maintain or cause to be maintained for the Public Improvements comprehensive general liability insurance, including auto, for property damage and personal injury or death, with limits of liability of at least $2,000,000 per occurrence, which may be provided by umbrella or excess liability policies, and worker's compensation insurance (including employer's liability insurance) for all employees of GDNG in such amounts as are established by law.

(b) All insurance policies must name the City as additional insured. The additional insured coverage provided is primary, notwithstanding other insurance covering the City. All policies must, unless otherwise agreed by the City in writing, be issued by carriers with a Best's Insurance Reports policyholder's rating, to the extent commercially reasonable, of "A-" or better and a financial size category of "IX" or better. Upon written request of the City, GDNG must deliver or cause to be delivered to the City certificates of insurance for all required policies. If commercially available, all policies must contain provisions for ten days' written notice to the City prior to expiration or cancellation.

(c) Every insurance policy carried will contain provisions, if they can be so written, denying to the insurer subrogation rights against the City or GDNG to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each party waives any rights of recovery against the other party for any direct damage or consequential loss covered by any such policy to the extent the party is protected by insurance, whether or not such damage or loss is caused by any acts or omissions of the other party.

(d) Neither the City nor GDNG will be liable by way of subrogation or otherwise to the other party or to anyone claiming through the other party or to any insurance company, insuring the other party for any business interruption or for any loss or damage to the Public Improvements or other tangible property, or injury to or death of persons, occurring on or about the site of the Public Improvements, or in any manner arising out of the use or occupation of the Public Improvements, including the use or occupation of the Public Improvements by City or GDNG, or City's or GDNG's agents, employees, representatives, visitors or guests, even though such business interruption, loss, damage, injury or death may be occasioned by the negligence of such party or its agents or employees, to the extent that such business interruption, loss, damage, injury or death is covered by a fire and extended coverage insurance policy, by a contents insurance policy or by a sprinkler leakage or water damage policy, or to the extent of recovery under any other insurance carried covering such business interruption, loss, damage, injury or death. If available, each insurance policy carried by GDNG or the City will contain a clause to the effect that the foregoing waiver will not affect the right of the insured party to recover under such policy.

(e) If GDNG fails to procure any of the insurance coverage required, and such failure continues following written notice thereof to GDNG from the City and a reasonable opportunity to cure, GDNG acknowledges and agrees that the City may obtain such coverage with such insurers as the City chooses, and in such event, GDNG will promptly reimburse the City for the reasonable out-of-pocket cost of any such insurance.

[End of Exhibit]

EXHIBIT E

FORM OF MINIMUM SERVICE PAYMENT AGREEMENT

TAX INCREMENT FINANCING
DECLARATION OF COVENANTS RUNNING WITH THE LAND AND IMPOSITION OF CONTINUING PRIORITY LIEN

This DEVELOPMENT AND TAX INCREMENT FINANCING DECLARATION OF COVENANTS RUNNING WITH THE LAND AND IMPOSITION OF CONTINUING PRIORITY LIEN (this "Declaration") is made by [PROPERTY OWNER], an [Ohio] _____, having its address at _____ (the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant has acquired certain parcels of real property located in the City of St. Clairsville, Ohio (the "City"), a description of which real property is attached hereto as Exhibit A (the "Parcel"), having acquired such fee simple title by deed recorded in _____ of the record volumes recorded in the Office of the Recorder of Belmont County, Ohio (the "County Recorder"); and

WHEREAS, the City, by its Ordinance No. O2016-10 passed June 20, 2016 (the "Ordinance"), has declared that one hundred percent (100%) of the increase in the assessed value of the Parcel subsequent to the effective date of the Ordinance (such increase hereinafter referred to as the "Improvement" as further defined in Ohio Revised Code Section 5709.40 and the Ordinance) is a public purpose and is exempt from taxation (such exemption referred to herein as the "TIF Exemption") for a period commencing with the first tax year that begins after the effective date of the Ordinance and in which an Improvement attributable to a new structure first appears on the tax list and duplicate of real and public utility property for the Parcel and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statutes") and the Ordinance; and

WHEREAS, the Ordinance provides that the owner of the Parcel shall make service payments in lieu of taxes with respect to any Improvement to that Parcel (the "Service Payments"), all pursuant to and in accordance with the TIF Statutes and the Ordinance; and

WHEREAS, the Declarant and the City agree that the owner of the Parcel shall make minimum service payments with respect to that Parcel (the "Minimum Service Payments", as further described in Section 1 hereof); and

WHEREAS, this Declaration is being made and filed of record in consideration of the cost of the Public Improvements (as described in the Tax Increment Financing Agreement dated as of June 20, 2016, by and among the City, GDNG, LLC and Equity Construction Solutions, LLC) that the City has agreed to reimburse to GDNG, LLC pursuant to that Tax Increment

Financing Agreement, which Public Improvements the Declarant and the City acknowledge and agree directly benefit the Parcel; and

NOW, THEREFORE, the Declarant, for itself and its successors and assigns to or of the Parcel, hereby declares that the foregoing recitals are incorporated into this Declaration by this reference and that the Parcel and any improvements thereon will be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the terms and provisions of this Declaration:

Section 1. **Service Payments**. The Declarant agrees to make Service Payments for the Parcel due during its period of ownership of the Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the Ordinance, this Declaration and any subsequent amendments or supplements thereto.

Service Payments will be made semiannually to the Treasurer of Belmont County, Ohio (or to such county treasurer's designated agent for collection of the Service Payments), on or before the date on which real property taxes would otherwise be due and payable for the Parcel. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time.

Service Payments will be made in accordance with the requirements of the TIF Statutes and the Ordinance and will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel had the TIF Exemption not been granted, including any penalties and interest.

In addition to the obligation to make Service Payments, Declarant agrees to a minimum service payment obligation (the "Minimum Service Payment Obligation") for the Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, Ohio Revised Code Section 5709.91, the Ordinance, this Declaration and any subsequent amendments or supplements thereto. The Minimum Service Payment Obligation constitutes a minimum service payment obligation under Ohio Revised Code Section 5709.91. The total Minimum Service Payment Obligation for each calendar year is $[FILL-IN FROM TIF AGREEMENT]. If the Parcel is subdivided, each resultant parcel's share of the Minimum Service Payment Obligation in any calendar year is equal to that resultant parcel's assessed value divided by the assessed value of all resultant parcels, each as recorded on the tax list and duplicate of Belmont County for the preceding calendar year or as reasonably estimated by the City in the absence of such assessed values.

If the Service Payments payable to the City on the Parcel in any calendar year are less than the Minimum Service Payment Obligation, the City will prepare and send an invoice for the amount by which the Minimum Service Payment Obligation for the Parcel exceeds those Service Payments (such difference, the "Minimum Service Payments") to the owner of the Parcel at its registered address for tax bills. The City will invoice any Minimum Service Payments in two installments, and will use good faith efforts to send invoices at such times as to correspond with real property tax bills; provided, that any failure by the City to send such invoices does not excuse the Declarant from its obligations to make Minimum Service Payments. The owner must

pay the Minimum Service Payments invoiced to the City pursuant to payment instructions set forth in the invoice in immediately available funds within thirty (30) days of its delivery. The City may assess a 10% administrative fee and interest accruing at an annual rate of 10% on any Minimum Service Payments not paid within thirty-five (35) days of the delivery of the invoice. The City may certify delinquent Minimum Service Payments, fees and interest to the Belmont County Auditor for collection on real property tax bills. Any late payments of the amount so certified will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. The Declarant shall not challenge the assessed valuation of the Parcel such that the Service Payments will be lower than the Minimum Service Payments.

Section 2. **Exemption Applications.** The Declarant further agrees to cooperate in the preparation, execution and filing of all necessary applications to obtain from time to time the TIF Exemption and to enable the City to collect Service Payments. The Declarant authorizes the City to file any applications necessary to obtain from time to time the TIF Exemption for the Parcel.

Section 3. **Provision of Information.** The Declarant further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 4. **Prohibition of Conversion**. Unless otherwise agreed by the City in writing, the Declarant shall not take any action that will cause the Parcel to be classified as a "parcel that is used or to be used for residential purposes" as described in Ohio Revised Code Section 5709.40(B).

Section 5. **Covenants to Run With the Land.** The Declarant's obligations under this Declaration, including without limitation its obligation to make Service Payments and Minimum Service Payments, are absolute and unconditional covenants running with the land and are binding and enforceable by the City, and the Declarant shall make all Service Payments and Minimum Service Payments without abatement, diminution or deduction, regardless of any cause or circumstances whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim which the Declarant may have or assert against the City or anyone acting by or on behalf of the City, or damage to, destruction of or condemnation of the Parcel or any improvements thereto. This Declaration shall survive any foreclosures, bankruptcy, or lien enforcement proceedings.

The Declarant agrees that each of its covenants contained in this Declaration are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against the Parcel, as applicable, any improvements thereon and the owner of the Parcel, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. During the term of this Declaration, the Declarant shall cause all instruments of conveyance of interests in all or any portion of the Parcel to subsequent mortgagees, successors, lessees, assigns or other transferees to be made expressly subject to this Declaration. The City has the right in the event of any breach of any covenant herein contained to exercise all of the rights

and remedies and to maintain all actions or suits at law or in equity or in other proper proceedings to which it may be entitled to cure that breach, including, without limitation, temporary or permanent injunction or specific performance without the necessity of proof of actual damage or inadequacy of any legal remedy.

The Declarant further agrees that all covenants herein, whether or not these covenants are included by any owner of the Parcel in any deed to that owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the City, and that any future owner of the Parcel, or any successors or assigns of the Declarant, will be treated as the Declarant for all purposes of this Declaration.

The Declarant further agrees that its covenants herein will remain in effect so long as the Service Payments can be collected pursuant to the TIF Statutes and the Ordinance unless otherwise modified or released in writing by the City in a written instrument filed in the Official Records of the County Recorder.

The Declarant further agrees that the covenants herein have priority over any other lien or encumbrance on the Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City, and the Declarant will cause any and all holders of mortgages or other liens existing on the Parcel as of the time of recording of this Declaration to subordinate such mortgage or lien to this Declaration. The Declarant acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments and the Minimum Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of Service Payments and Minimum Service Payments, applies to the Parcel and any improvements thereon. It is the further intention and agreement of the Declarant, as owner of fee title to the Parcel and on behalf of all future owners, that this Declaration constitutes and be deemed to be a lien encumbering and running with the Parcel to secure the obligations of the Declarant to make Service Payments and Minimum Service Payments (and, if applicable, pay interest and penalties) and perform other obligations under this Declaration, and is intended to have the same lien rights as real estate taxes and the same priority, and the Declarant shall not contest those lien rights or priority. In furtherance of the foregoing, the City may, upon the Declarant's default of its obligations, and without limiting any other right or remedy otherwise available to the City, foreclose upon that lien pursuant to the procedures and requirements of Ohio law relating to either mortgages, liens or delinquent real estate taxes, and the Declarant will not contest the validity of any such lien or procedures, or any claim by the City that the Minimum Service Payments constitute "minimum service payment obligations" for purposes of Ohio Revised Code Section 5709.91

At the City's option and at its request, the Declarant hereby agrees to provide such title evidence with respect to the Parcel, at no cost to the City, as is necessary to demonstrate to the City's satisfaction that this Declaration is prior and superior to any other liens, encumbrances or other title exceptions, except for those that are approved in writing by the City. The Declarant agrees for itself and its successors, assigns and transferees, to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Declaration to the extent permitted by this Declaration and in compliance with all laws and ordinances controlling this Declaration.

Any provision of this Declaration that is prohibited or unenforceable is ineffective only to the extent of the prohibition or unenforceability, without invalidating the remaining provisions.

IN WITNESS WHEREOF, each Declarant has caused this Declaration to be executed and effective as of _____, 201_.

[PROPERTY OWNER]

_____
Name:
Title:

STATE OF _____)
) ss
COUNTY OF _____)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that _____, the _____ of [PARTNERSHIP], an [Ohio] _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 201_.

_____
Notary Public

My Commission Expires:

_____

This instrument is prepared by:
Greg Daniels
Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215