

RECORD OF LEGISLATION

No. 5-44-2025

Passed 5-20, 20 25

AUTHORIZING THE MAYOR TO ENTER INTO A RESIDENTIAL COMMUNITY REINVESTMENT AREA AGREEMENT FOR REAL PROPERTY LOCATED WITHIN THE CIRCLEVILLE COMMUNITY REINVESTMENT AREA CONSTITUTING MULTI-FAMILY FACILITIES; AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Circleville, Ohio (the "City"), has encouraged the development of real property in areas designated as community reinvestment areas ("CRAs," or singularly, a "CRA"); and

WHEREAS, on November 2, 2010, the Council of the City (the "Council") passed Ordinance No. 11-66-2010 (the "Original CRA Ordinance"), designating certain real property within the City as the Circleville Community Reinvestment Area (the "Circleville CRA Area") and declared the remodeling of existing commercial and industrial structures as well as the construction of commercial and industrial structures within the Circleville CRA Area to be a public purpose for which the City may grant certain exemptions from real property taxation pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "CRA Act") in effect at the time of passage of the Original CRA Ordinance; and

WHEREAS, the Ohio Department of Development determined that the Circleville CRA Area contained the characteristics required under Ohio Revised Code Section 3735.66 and subsequently certified the Circleville CRA Area as CRA No. 129-15070-01; and

WHEREAS, in order to encourage the further development of real property within the City, the Council amended and restated the Original CRA Ordinance pursuant to Council's passage of Ordinance No. [5-4B]-2025 on [May] [20], 2025 (the "Amended and Restated CRA Ordinance"), all in order to (i) expand the geographic size of the Circleville CRA Area, (ii) increase the term of certain real property tax exemptions applicable to the Circleville CRA Area, and (iii) amend the eligibility requirements applicable to the receipt of certain real property tax exemptions; and

WHEREAS, pursuant to the Amended and Restated CRA Ordinance, the Council determined to authorize certain exemptions from real property taxation to encourage the redevelopment and development of real property consisting of three (3) or more dwelling units ("Multi-Family Facilities") within the Circleville CRA Area; and

WHEREAS, Rising Development Corp., an Ohio corporation or 252 at the Circle, LLC, an Ohio limited liability company (the "Owner"), as fee title holder to the Property (as described more particularly in Exhibit A attached hereto and incorporated herein, the "Property" with each parcel comprising the Property being a "Parcel"), has submitted to the City a proposed Residential CRA Application (the "Residential CRA Application"), attached to, and incorporated into, this Ordinance as Exhibit B; and

WHEREAS, pursuant to the Residential CRA Application, the Owner intends to construct new Multi-Family Facilities at the Property consisting of approximately 252 units, all to create additional housing accommodations in the City (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Housing Officer (as defined by the Amended and Restated CRA Ordinance), or the Housing Officer's designee, verified the facts asserted in the Residential CRA Application, determined that the Owner is qualified to receive a Residential CRA Exemption (as defined herein), and recommended that the Council approve this Agreement in order to provide one or more Residential CRA Exemptions (as defined herein) for the Project with respect to any structure or any portion of any structure to be used as Multi-Family Facilities at the Property, all pursuant to the terms of the CRA Act, the Original CRA Ordinance, the Amended and Restated CRA Ordinance, and the Residential CRA Agreement (as defined herein); and

RECORD OF LEGISLATION

No. 5-44-2025

Passed 5-20, 20 25

WHEREAS, the Property is located within the Circleville City School District and the Pickaway-Ross Career & Technology Center (the "School Districts") and the City has, in accordance with Ohio Revised Code Section 5709.83, provided a notice, including a copy of this Agreement, to the Boards of Education of the School Districts not later than fourteen (14) days prior to the date on which this Council formally considered the approval of this Ordinance, which such notice is also a notice provided more than fourteen (14) days in advance of the date on which the Housing Officer shall forward the Residential CRA Application to the Pickaway County Auditor pursuant to the terms of the Amended and Restated CRA Ordinance; and

WHEREAS, pursuant to Ordinance No. [5-46]-2025 passed by the Council on [5] [20], 2025 (the ".40(B) TIF Ordinance"), the Council of the City has authorized a one-hundred percent (100%) exemption from real property taxation on the increase in the assessed value of any Parcel or any portion of any Parcel comprising the Property for a period of thirty (30) years, all on terms and as further defined by the .40(B) TIF Ordinance, as may be amended from time to time (the "TIF Exemption"); and

WHEREAS, notwithstanding anything to the contrary pursuant to this Ordinance, the TIF Exemption shall be subject and subordinate to the priority of any Residential CRA Exemptions (as defined herein) during the timeframe in which any Residential CRA Exemption is authorized under the CRA Act and in full effect pursuant to the CRA Act, the Amended and Restated CRA Ordinance, this Ordinance, and the Residential CRA Agreement with respect to the newly constructed structure or structures to be used as Multi-Family Facilities located at the Property as a result of the Project; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and the Amended and Restated CRA Ordinance, the City and the Owner desire to enter into an agreement (the "Residential CRA Agreement") setting forth the terms and conditions of the Residential CRA Exemption (as defined herein) with respect to the Owner and the Property, a form of which such Residential CRA Agreement is attached to and incorporated into this Ordinance as Exhibit C.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, PICKAWAY COUNTY, AND STATE OF OHIO AS FOLLOWS:

SECTION I. Qualification for Residential CRA Exemption. That this Council hereby determines that the Owner is qualified to receive a Residential CRA Exemption (as defined herein) with respect to the Property, all pursuant to the CRA Act and the Amended and Restated CRA Ordinance.

SECTION II. Residential CRA Exemption. This Council hereby approves the Residential CRA Agreement attached to this Ordinance substantially in the form of Exhibit C, which such Residential CRA Agreement shall generally take the form identified by the City as providing a real property tax exemption for the structure or structures to be used as Multi-Family Facilities comprising the Property identified in the Residential CRA Agreement due to the completion of the Project for a period of fifteen (15) years and in an amount equal to seventy five percent (75%) of the increase in the assessed value of the structure or structures to be used as Multi-Family Facilities as a result of the completion of the Project.

SECTION III. Authority to Execute Residential CRA Agreement. That the City is hereby authorized, and the Mayor, and the Mayor's designees, are hereby authorized to act on behalf of the City, to execute, deliver, and perform the Residential CRA Agreement, substantially in the form attached to this Ordinance as Exhibit C, together with such changes as are consistent with this Ordinance and not materially adverse to the City, both of which shall be conclusively evidenced by the signature of the Mayor upon the Residential CRA Agreement.

SECTION IV. Fees. That pursuant to the Residential CRA Agreement, the Owner shall have paid to each of the Circleville City School District and the Pickaway Progress Partnership, an initial fee of two thousand dollars and zero cents (\$2,000.00) upon execution of the Residential CRA Agreement. On each anniversary of the date of the execution of the

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Residential CRA Agreement, the Owner shall pay to each of the Circleville City School District and the Pickaway Progress Partnership, a fee of two thousand dollars and zero cents (\$2,000.00).

SECTION V. 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, 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 VI. Effective Date. In order to promote expanded commercial development within the City, as well as the development of Multi-Family Facilities in the City at the earliest possible date, and for the immediate preservation of public peace, health, welfare and safety of the City and its residents, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor.

PASSED: 5-20-2025
DATE

Barry J. Kille
PRESIDENT OF COUNCIL

ATTEST: Melissa J. [Signature]
CLERK OF COUNCIL

APPROVED: 5-20-2025
DATE

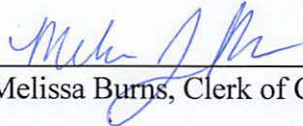
Michelle X. Branton
MAYOR

APPROVED AS FORM:

[Signature]
KENDRA C. KINNEY - LAW DIRECTOR

CERTIFICATE

I, Melissa Burns, Clerk of Council of the City of Circleville, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 5-44-2025 as passed by Council of said City on the 20 day of May, 2025 and as recorded in the Record of Proceedings of said Council.



Melissa Burns, Clerk of Council

Filed with Mayor: 5-20-2025

Published: May 24, 2025

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property consists of those Parcels identified in the records of the Pickaway County Auditor as having the permanent parcel identification numbers noted below as of the date of the passage of the Ordinance to which this Exhibit A is attached. For the avoidance of doubt, the Parcels subject to the Residential CRA Exemptions authorized pursuant to the Amended and Restated CRA Ordinance and the Ordinance to which this Exhibit A is attached shall consist of, and the authorizations of this Agreement shall apply to, Pickaway County Auditor's Permanent Parcel Identification Numbers: A0511150000188 and A0511150000189 comprising the Parcels highlighted below, as such Parcels may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time, as follows:



EXHIBIT B

RESIDENTIAL CRA APPLICATION

[See Attached]

**CITY OF CIRCLEVILLE MULTI-FAMILY RESIDENTIAL
COMMUNITY REINVESTMENT AREA APPLICATION**

Application for **PROPOSED RESIDENTIAL CRA AGREEMENT** (the “Residential CRA Agreement”) for Community Reinvestment Area Tax Incentives between the City of Circleville located in the County of Pickaway and Rising Development Corporation or 252 at the Circle, LLC (the “Applicant”).

1. a. Name of Applicant, home, or main office address, contact person, e-mail address, and telephone number (attach additional pages if multiple Applicants apply to one or more structures of the Project).

Current Owner:

<u>Rising Development Corp</u> Name	<u>Ron/Pam Snyder</u> Contact Person
<u>1500 Edgewood Dr</u> Address	<u>ron1953@circleinvestmentcorp.com</u> E-mail Address
<u>Circleville, OH 43113</u> City, State, Zip Code	<u>740-601-6018</u> Telephone Number

Future Owner/Developer:

<u>252 at the Circle, LLC</u> Name	<u>Edward A. Bell</u> Contact Person
<u>5521 Ohio River Road</u> Address	<u>Abell@abcontractingwv.com</u> E-mail Address
<u>Point Pleasant, WV 25550</u> City, State, Zip Code	<u>304-546-5955</u> Telephone Number

- b. Building Site Information (if different owner):

_____ Name	_____ Contact Person
_____ Address	_____ E-mail Address
_____ City, State, Zip Code	_____ Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale, or retail stores, or other) to be conducted at the Building Site.

Multi-Family Housing

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

531110

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

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

Current Owner: corporation. Future Owner/Developer: limited liability company

3. a. Name of principal owner(s) or officers of Applicant.

Current Owner:

Future Owner/Developer: Edward A. Bell

- b. Is it presently anticipated that the Applicant will own the Building Site? Describe the proposed ownership structure of the Building Site.

Current Owner will transfer the Building Site to the Future Owner/Developer prior to construction. Future Owner/Developer will thereafter be the sole owner.

4. a. State the Applicant's current employment level at the proposed Building Site:

None

- b. Will the Project involve the relocation of employment positions or assets from one Ohio location to another? Yes _____ No X

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. Will the Project involve the relocation of employment positions or assets from one location within the City to another location within the City? Yes _____ No X

e. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

f. State the Applicant's current employment level in Ohio and within the City of Circleville, if applicable:

Current Owner: N/A

Future Owner/Developer: 4 full time and 14 temporary full-time employees

g. If applicable, state the Applicant's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

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

N/A

5. Does the Applicant owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes _____ No X

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

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?
Yes _____ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project general description:

Multi-family housing development consisting of 252 units

7. Project will begin, Spring/Summer, 2025 and be completed January, 2027 provided tax incentives are provided.

8. a. Estimate the number of new employees the Applicant will cause to be created with respect to the Project on the Building Site:

Four new FTE positions

b. State the time frame of this projected hiring: Two yrs.

c. State proposed schedule for hiring:

4 full-time permanent - Fall 2025

9. Estimate the amount of annual payroll such new employees (including for construction) will add \$990,000.

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

A. Acquisition of Building Site:	\$ _____
B. New Construction:	\$ _____
C. Remodeling of Existing Buildings:	\$ _____
D. Machinery & Equipment:	\$ _____
E. Furniture & Fixtures:	\$ _____
F. Inventory:	\$ _____

Total New Project Investment: \$40,000,000

11. a. Applicant requests the following tax incentives:

75% for 15 years real property tax abatement

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

Project is not feasible without tax incentives.

12. a. List all parcels for the Project. If the Building Site is to be re-platted to identify future parcels, provide an appropriate legal description.

A0511150000188

A0511150000189

- b. Attach a Building Site (boundary) map.

[Signature Pages Follow]

ACKNOWLEDGEMENTS

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

Additionally, the Applicant acknowledges that it shall be required to submit an Authorization for Release of Tax Records, or other authorization satisfactory to the City, to permit the City to evaluate compliance with the proposed Residential CRA Agreement resulting from this application and shall cooperate with the City to evaluate the same.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the Ohio Revised Code Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and a term of imprisonment of not more than six (6) months.

THE APPLICANT ACKNOWLEDGES (I) THE ANNUAL MONITORING FEE OTHERWISE DUE ON EACH ANNIVERSARY OF THE DATE OF THE EXECUTION OF THE RESIDENTIAL CRA AGREEMENT IN AN AMOUNT TO BE ESTABLISHED BY THE HOUSING OFFICER AND (II) ITS OBLIGATION TO CONSENT TO THE ADDITION OF THE BUILDING SITE TO ONE OR MORE NEW COMMUNITY AUTHORITIES IN THE CITY ORGANIZED PURSUANT TO OHIO REVISED CODE CHAPTER 349.

Rising Development Corporation
Name of Applicant

Date

Signature

Typed Name and Title

252 at the Circle, LLC
Name of Applicant

Date

Signature

Typed Name and Title

*** A copy of this proposal must be forwarded by the City to the affected Board of Education along with notice of the meeting date on which the City Council intends to consider formal approval of the Residential CRA Agreement. The City intends to provide such courtesy notice a minimum of fourteen (14) days prior to the date on which the City Council intends to consider formal approval of the Residential CRA Agreement to permit the Board of Education to provide comment on the instrument.**

EXHIBIT C

RESIDENTIAL CRA AGREEMENT

[See Attached]

RESIDENTIAL COMMUNITY REINVESTMENT AREA AGREEMENT

This **RESIDENTIAL COMMUNITY REINVESTMENT AREA AGREEMENT** (the “**Agreement**”) is made and entered into as of this [] day of [], 2025 (the “**Effective Date**”), by and among the **CITY OF CIRCLEVILLE, OHIO**, an Ohio municipal corporation organized and existing under the Constitution of the State of Ohio and the laws of the State of Ohio with its principal offices at 133 S. Court St., Circleville, Ohio 43313 (the “**City**”) and **RISING DEVELOPMENT CORP.**, an Ohio corporation, together with its permitted successors and assigns (the “**Owner**”), together the City and the Owner are collectively referred to herein as the Parties (the “**Parties**”).

WITNESSETH:

WHEREAS, The City has encouraged the development of real property in designated community reinvestment areas within the City (“**CRAs**,” or singularly, a “**CRA**”); and

WHEREAS, On November 2, 2010, the Council of the City (the “**Council**”) passed Ordinance No. 11-66-2010 (the “**Original CRA Ordinance**”), designating certain real property within the City as the Circleville Community Reinvestment Area (the “**Circleville CRA Area**”) and declared the remodeling of existing commercial and industrial structures as well as the construction of commercial and industrial structures within the Circleville CRA Area to be a public purpose for which the City may grant certain exemptions from real property taxation pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “**CRA Act**”) in effect at the time of passage of the Original CRA Ordinance; and

WHEREAS, The Ohio Department of Development determined that the Circleville CRA Area contained the characteristics required under Ohio Revised Code Section 3735.66 and subsequently certified the Circleville CRA Area as CRA No. 129-15070-01; and

WHEREAS, In order to encourage the further development of real property within the City, the Council amended and restated the Original CRA Ordinance pursuant to Council’s passage of Ordinance No. [5-43]-2025 on [May] [20], 2025 (the “**Amended and Restated CRA Ordinance**”), all in order to (i) expand the geographic size of the Circleville CRA Area, (ii) increase the term of certain real property tax exemptions applicable to the Circleville CRA Area, and (iii) amend the eligibility requirements applicable to the receipt of certain real property tax exemptions; and

WHEREAS, Pursuant to the Amended and Restated CRA Ordinance, the Council determined to authorize certain exemptions from real property taxation to encourage the redevelopment and development of real property consisting of three (3) or more dwelling units (“**Multi-Family Facilities**”) within the Circleville CRA Area; and

WHEREAS, The Owner, as fee title holder to the Property (as described more particularly in **Exhibit A** attached to and incorporated into this Agreement, the “**Property**” with each parcel comprising the Property being a “**Parcel**”), has submitted to the City a proposed Residential CRA

Application (the “**Residential CRA Application**”), attached to, and incorporated into, this Agreement as **Exhibit B**; and

WHEREAS, Pursuant to the Residential CRA Application, the Owner intends to construct new Multi-Family Facilities at the Property consisting of approximately 252 units to create additional housing accommodations in the City (the “**Project**”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, The Housing Officer (as defined by the Amended and Restated CRA Ordinance), or the Housing Officer’s designee, verified the facts asserted in the Residential CRA Application, determined that the Owner is qualified to receive a Residential CRA Exemption (as defined herein), and recommended that the Council approve this Agreement in order to provide one or more Residential CRA Exemptions (as defined herein) for the Project with respect to any structure or any portion of any structure to be used as Multi-Family Facilities at the Property (with each separately identifiable structure with respect to the Project and applicable appurtenances thereto being known as a “**Building**”), all pursuant to the terms of the CRA Act, the Original CRA Ordinance, the Amended and Restated CRA Ordinance, and this Agreement; and

WHEREAS, the Property is located within the Circleville City School District and the Pickaway-Ross Career & Technology Center (the “**School Districts**”) and the City has, in accordance with Ohio Revised Code Section 5709.83, provided a notice, including a copy of this Agreement, to the Boards of Education of the School Districts not later than fourteen (14) days prior to the date on which the Council formally considered the approval of the Residential CRA Agreement Approval Ordinance (as defined herein), which such notice is also a notice provided more than fourteen (14) days in advance of the date on which the Housing Officer shall forward the Residential CRA Application to the Pickaway County Auditor pursuant to the terms of the Amended and Restated CRA Ordinance; and

WHEREAS, Pursuant to Ordinance No. [5-44]-2025 passed by the Council of the City on [May] [20], 2025, as may be amended from time to time (the “**Residential CRA Agreement Approval Ordinance**”), the Council of the City formally approved this Agreement and authorized the Residential CRA Exemptions with respect to each of the newly constructed Buildings at the Property as a result of the Project; and

WHEREAS, Pursuant to Ordinance No. [5-46]-2025 passed by the Council on [May] [20], 2025 (the “**.40(B) TIF Ordinance**”), the Council of the City has authorized a one-hundred percent (100%) exemption from real property taxation on the increase in the assessed value of any Parcel or any portion of any Parcel comprising the Property for a period of thirty (30) years, all on terms and as further defined by the .40(B) TIF Ordinance, as may be amended from time to time (the “**TIF Exemption**”); and

WHEREAS, Notwithstanding anything to the contrary pursuant to this Agreement, the TIF Exemption shall be subject and subordinate to the priority of any Residential CRA Exemptions (as defined herein) during the timeframe in which any Residential CRA Exemption is authorized under the CRA Act and in full effect pursuant to the CRA Act, the Amended and Restated CRA Ordinance, the Residential CRA Agreement Approval Ordinance, and this Agreement with respect to the newly constructed Buildings located at the Property as a result of the Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the City and the Owner from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

Section 1. Project. The cost of the investments to be made in connection with the Project by the Owner are estimated to cumulatively exceed Forty Million Dollars and Zero Cents (\$40,000,000.00) (exclusive of any amounts for the acquisition of machinery and equipment, furniture and fixtures and inventory). The Parties agree and acknowledge that the estimates provided in this Section 1 are good faith estimates and shall not be construed in a manner that would limit the amount or term of any Residential CRA Exemptions (as defined herein) granted pursuant to the terms of this Agreement. The Parties recognize that the costs associated with the Project may increase or decrease and that costs do not necessarily equal otherwise taxable value.

Section 2. Project Schedule. The Owner has zero (0) employees at the Property. The Owner currently estimates that the Project will result in approximately four (4) full-time equivalent employment opportunities and up to seventy-five (75) temporary full-time equivalent employment opportunities related to the construction of the Project at the Property, with hiring estimated to occur over a two (2) year period beginning with calendar year 2025 and ending in 2026. The Owner currently estimates that the employment of full-time equivalent employees and temporary full-time equivalent employees at the Property will result in approximately Nine Hundred and Ninety Thousand Dollars and Zero Cents (\$990,000.00) of total payroll in calendar year 2026 with a significant decrease occurring after construction of the Project. Currently, the Owner has zero (0) employees at the Property; therefore, no employment opportunities will be retained by the Owner in connection with the Project. The Parties agree and acknowledge that the estimates provided in this Section 2 are good faith estimates and shall not be construed in a manner that would limit the amount or term of any Residential CRA Exemption (as defined herein) granted pursuant to the terms of this Agreement. The Parties recognize that the employment and payroll estimates associated with the Project may increase or decrease and that the Owner presently anticipates that all employees at the Property as a result of the Project will be hired by the Owner, and future Third-Party Transferees (as further defined herein), or operators.

Section 3. Residential CRA Exemption. Pursuant to the CRA Act, the Amended and Restated CRA Ordinance, and the Residential CRA Agreement Approval Ordinance, and subject to the terms and conditions of this Agreement, the Council of the City has authorized a real property tax exemption with respect to the Project for a period of fifteen (15) years in an amount equal to seventy-five percent (75%) of the increase in the assessed value attributable to the newly constructed Buildings or portions of Buildings to be used as Multi-Family Facilities comprising the Property (the "**Residential CRA Exemption**"). The Housing Officer (as defined pursuant to the Amended and Restated CRA Ordinance), or the Housing Officer's designee, shall, upon completion of the Project as evidenced by the issuance of one or more certificates of occupancy issued by the City with respect to the Building or portion of any Building for which a Residential CRA Exemption is sought, forward to the Pickaway County Auditor (i) a copy of the Owner's initial Residential CRA Application and (ii) a certification of the eligibility of such construction attributable to the Buildings or portions of Buildings at the Property to be placed on the tax list and duplicate by the Pickaway County Auditor as exempt property as required by Ohio Revised

Code Section 3735.67(C).

For each separately identifiable Building or portion of any Building used for Multi-Family Facilities purposes, the applicable Residential CRA Exemption shall first apply, except as provided by Ohio Revised Code Section 3735.67(F), for the tax year in which the construction or remodeling would first be taxable but for the Residential CRA Exemption, all pursuant to Ohio Revised Code Section 3735.67(D) and the Amended and Restated CRA Ordinance. For purposes of clarity, however, no Residential CRA Exemption shall commence after tax year 2028 for taxes payable in calendar year 2029 (i.e., tax lien date January 1, 2028) nor extend beyond tax year 2042 for taxes payable in calendar year 2043 (i.e., tax lien date January 1, 2042).

Section 4. Payment of Non-Exempt Taxes. For purposes of this Section 4, “taxes” means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges, including community development charges levied pursuant to Ohio Revised Code Chapter 349 by the Circleville New Community Authority (as defined herein) with respect to the Property, validly levied or assessed against a Parcel or any portion of any Parcel (including as may be levied against any Building or portion of any Building from time to time) at the Property. The Owner shall pay such taxes as are not exempted under this Agreement and charged against such Owner’s Property (including Buildings if applicable) and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected for a period of more than twelve (12) months, the Owner must provide evidence to the Housing Officer that the Pickaway County Treasurer has approved a payment arrangement with respect to such delinquent taxes and other charges. If such taxes remain delinquent for a period of more than twelve (12) months and the Owner cannot provide evidence of a payment arrangement with the Pickaway County Treasurer or the Owner defaults in making payments under a payment arrangement with the Pickaway County Treasurer’s Office, the Housing Officer may rescind all Residential CRA Exemptions granted under this Agreement with respect to that applicable Owner beginning with the tax year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section 4, shall have no effect on Residential CRA Exemptions granted under this Agreement with respect to any other Owner other than that applicable, defaulting Owner.

Section 5. Certification as to No Delinquent Taxes. The Owner hereby certifies that at the time this Agreement is executed, the Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Owner is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 6. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the Residential CRA

Exemptions granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such Residential CRA Exemptions.

Section 7. Revocation of Circleville CRA Area Designation. If for any reason the City revokes its designation of the Circleville CRA Area containing the Property, or the Director of the Ohio Department of Development revokes certification of the Circleville CRA Area containing the Property, Residential CRA Exemptions granted under this Agreement shall continue for the number of years specified under this Agreement unless the Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the Residential CRA Exemptions granted pursuant to the Amended and Restated CRA Ordinance and this Agreement with respect to the Property.

Section 8. Termination, Suspension, or Modification Upon Default. If the Owner does not comply with the terms of this Agreement and such noncompliance is documented by the proper Tax Incentive Review Council's recommendation to the City to terminate, suspend, or modify any of the Residential CRA Exemptions granted by this Agreement under Ohio Revised Code Section 5709.85, or if the City determines that the certifications as to delinquent taxes required by this Agreement are fraudulent, the City may terminate, suspend, or modify the Residential CRA Exemptions granted under this Agreement with respect to the applicable Owner in default. Any such termination, suspension, or modification, as provided in this Section 8, shall have no effect on Residential CRA Exemptions granted under this Agreement with respect to an Owner other than the applicable, defaulting Owner. All Residential CRA Exemptions granted under this Agreement with respect to any Building or any portion of any Building at the Property with respect to an applicable Owner may be rescinded beginning with the tax year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section 8, shall have no effect on Residential CRA Exemptions granted under this Agreement with respect to any Building or any portion of any Building at the Property occupied by the Owner other than such applicable, defaulting Owner. If any Building or any portion of any Building at the Property is owned by more than one Owner, any Residential CRA Exemption rescinded pursuant to this Section 8 may only be rescinded for that portion of any Building or any portion of any Building at the Property owned by such applicable, defaulting Owner ("**Partial Rescission**"). The remaining portion of any Building or any portion of any Building at the Property occupied by any other Owner other than that applicable, defaulting Owner, shall continue to receive any such Residential CRA Exemption granted pursuant to this Agreement. This Partial Rescission may be effectuated pursuant to Ohio Revised Code Section 5713.04, which permits Parcels to be split-listed when only a portion is exempt from real property tax (as may be otherwise approved by the City and the Pickaway County Auditor from time to time) or otherwise as may be implemented by the Pickaway County Auditor. Where an applicable Owner has defaulted under this Agreement, such applicable, defaulting Owner may apply for reinstatement of the Residential CRA Exemption with respect to any Building or any portion of any Building at the Property upon the expiration of the Owner's right to occupy or regularly use that Building or any portion of any Building at the Property, which such reinstatement shall not be unreasonably denied, delayed, or conditioned by the City.

The City may require any defaulting Owner, upon any such termination, suspension, or modification, to reimburse to each taxing authority any already-received benefits of the applicable Residential CRA Exemption as taxes due to each taxing authority. The City may secure repayment of the amount of such already-received Residential CRA Exemption benefits that are to be repaid by a lien on the Building or portion of the Building subject to the applicable Residential CRA Exemption. Such lien may attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. In the event that (A) a mortgage lien is unable to be perfected or enforced against the applicable real property, or (B) the Owner fails to pay any such installment within sixty (60) days after the due date thereof, the City may either enforce its mortgage lien or may (i) accelerate payment of all of the unpaid installments by giving notice thereof to the Owner, as applicable, and, if not already done in accordance with the terms of this Agreement, direct the Pickaway County Auditor to strike the Parcel or portion of the Parcel from the exempt list in accordance with Section 5713.08 of the Ohio Revised Code, and (ii) direct the Pickaway County Auditor to certify, as an additional charge on the property, the amount of the unpaid installments to the Pickaway County Treasurer as delinquent taxes and the Pickaway County Treasurer shall collect such amount in the manner prescribed by law for the collection of delinquent taxes.

Section 9. Further Obligations of Owner.

- (i) The Owner shall provide to the proper Tax Incentive Review Council any information reasonably required by that Tax Incentive Review Council to evaluate the Owner's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Tax Incentive Review Council.
- (ii) The Owner shall, and all Buildings associated with the Project shall, comply at all times with all applicable City planning and zoning codes, as the same may be amended from time to time.
- (iii) Each Owner of any Building or any portion of any Building at the Property subject to a Residential CRA Exemption shall: (i) provide such information, in such content, detail, and format as shall be reasonably determined by the City, that may be required by the City to enforce its municipal income tax laws, including the City's obligations to account for and share income tax revenue with any other entity, (ii) execute, and deliver in favor of the City an applicable authorization for the release of tax records to the Regional Income Tax Authority in order for the City to evaluate compliance with this Agreement, and (iii) prior to March 31st of each year for which a Residential CRA Exemption is in effect, cooperate with the Housing Officer (as defined by the Amended and Restated CRA Ordinance) to file the annual reports required pursuant to Ohio Revised Code Section 3735.672.
- (iv) Each Owner of any Building or any portion of any Building at the Property subject to a Residential CRA Exemption shall: (i) pursuant to Section 11(c)(I) of the Amended and Restated CRA Ordinance, petition or otherwise consent to the addition of the Property to the territory of the Circleville New Community Authority established by the City pursuant to Ordinance No. 03-19-2023 on March 7, 2023 (the "Circleville

New Community Authority”) and (ii) pay all “community development charges” that may be levied by the Circleville New Community Authority upon the Property from time to time during the time in which the Owner, and its permitted successors and assigns, are the fee owner of any portion of the Property.

Section 10. Transfer or Assignment; Release from Liability. This Agreement is not transferable or assignable without the express written approval of the City. The City shall retain the right to consider the approval of the transfer or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than the Owner, which is a transferee by sale or other means of transfer of all or any portion of the Property (a “**Third-Party Transferee**” and such transferred property, the “**Transferred Property**”). Provided, that as a condition to the right to receive Residential CRA Exemptions as set forth in this Agreement, each Third-Party Transferee shall execute and deliver to the City a Partial Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit C**, as may be amended from time to time (the “**Partial Assignment and Assumption Agreement**”). Pursuant to the applicable Partial Assignment and Assumption Agreement, the applicable Third-Party Transferee shall (a) assume all obligations of the Owner under this Agreement with respect to the Transferred Property and (b) certify as to the validity, as to the Third-Party Transferee, of the representations, warranties, and covenants contained herein and in the applicable Partial Assignment and Assumption Agreement as to such Third-Party Transferee. The City agrees to consider approval of each Partial Assignment and Assumption Agreement properly executed by a Third-Party Transferee and the City agrees to execute and deliver an original thereof to the Third-Party Transferee if the City has approved the applicable Partial Assignment and Assumption Agreement. The Owner or the applicable Third-Party Transferee shall pay to the City’s designated legal counsel, Bricker Graydon LLP or other designated legal counsel from time to time, its reasonable fees and expenses for costs incurred with respect to the preparation and authorization of any such Partial Assignment and Assumption Agreement. The payment shall be due within thirty (30) business days after complete execution and delivery by the City of any such Partial Assignment and Assumption Agreement. Upon execution by the City of any such Partial Assignment and Assumption Agreement with respect to the Transferred Property, the Third-Party Transferee shall have all entitlements and rights to the Residential CRA Exemptions and obligations with like effect as if the Third-Party Transferee had been the original Owner and a Party to this Agreement.

Section 11. Related Member Requirements. Residential CRA Exemptions from real property taxation granted under this Agreement shall be revoked with respect to the Property if it is determined that the Owner, any successor to the Owner or any related member (as those terms are defined in Ohio Revised Code Section 3735.671(C) have violated the prohibition against entering into this Agreement under Ohio Revised Code Sections 3735.671(C), 5709.62 or 5709.63 prior to the time prescribed by those sections.

Section 12. Approval of the City. The City and the Owner acknowledge that this Agreement must be approved by formal action of the Council of the City as a condition for the Agreement to take effect and that the Council of the City has approved this Agreement pursuant to the Residential CRA Agreement Approval Ordinance. This Agreement shall take effect upon

the expiration of any applicable waiting period with respect to the Residential CRA Agreement Approval Ordinance and the City's execution of this Agreement thereafter.

Section 13. Fees. The Owner shall pay, to each of the Circleville City School District and the Pickaway Progress Partnership, an initial fee of two thousand dollars and zero cents (\$2,000.00) upon execution of this Agreement. In addition, and on each anniversary of the date of the execution of this Agreement, the Owner shall pay to each of the Circleville City School District and the Pickaway Progress Partnership, a local annual monitoring fee, which such local annual monitoring fee shall equal two thousand dollars and zero cents (\$2,000.00) annually. For the avoidance of doubt, the Circleville City School District and the Pickaway Progress Partnership shall be each a third-party beneficiary of the representations, warranties and covenants of this Section 13 of this Agreement, entitled to enforce the terms of this Section 13 of this Agreement as if they were original parties hereto. The Owner further agrees that it shall pay to the City's designated legal counsel, Bricker Graydon LLP or other designated legal counsel from time to time, its reasonable fees and expenses for costs incurred with respect to the preparation and authorization of the Residential CRA Exemptions with respect to the Project, including but not limited to, the preparation and authorization of the Residential CRA Agreement Approval Ordinance and this Agreement within thirty (30) days of receipt.

Section 14. Non-Discriminatory Hiring. The Owner agrees to follow non-discriminatory hiring practices and acknowledges that no individual may be denied employment solely based on race, religion, sex, disability, color, national origin, or ancestry or any other classification that is now or may become a classification protected by generally applicable law.

Section 15. No False Statements. The Owner affirmatively represents and agrees it has made no false statements to the State of Ohio or the City or any other local political subdivisions in the process of obtaining approval of the Residential CRA Exemptions applicable to the Project under this Agreement. If any representative of the Owner has knowingly made a false statement to the State of Ohio or a local political subdivision to obtain the Residential CRA Exemptions contemplated hereunder, the Owner shall be required to immediately return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State of Ohio, any State of Ohio agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than one thousand dollars (\$1,000) or a term of imprisonment of not more than six (6) months.

Section 16. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single, original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed, original instrument.

100 S. Third Street
Columbus, Ohio 43215-4291
rmccarthy@brickergraydon.com

If to the Owner: [_____] [_____] [_____] [_____] Attention: [_____]

With a Copy To: [_____] [_____] [_____] [_____] Attention: [_____]

Section 23. Entire Agreement. This Agreement constitutes the entire agreement between the Owner and the City pertaining to the subject matter contained herein and therein and supersedes all other prior or contemporaneous agreements or understandings between the Owner and the City in connection with the subject matter hereof.

Section 24. Ohio Revised Code Sections. All references to provisions of the Ohio Revised Code shall include those provisions as may be amended or supplemented from time to time by the Ohio General Assembly; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties hereunder.

Section 25. Governing Law and Choice of Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question among the City and the Owner, and the Owner's employees, contractors, subcontractors, and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Pickaway County, Ohio.

[Signature Page Follows]

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property consists of those Parcels identified in the records of the Pickaway County Auditor as having the permanent parcel identification numbers noted below as of the date of the passage of the Residential CRA Agreement Approval Ordinance. For the avoidance of doubt, the Parcels subject to the Residential CRA Exemptions authorized pursuant to the Amended and Restated CRA Ordinance and the Residential CRA Agreement Approval Ordinance shall consist of, and the authorizations of this Agreement shall apply to, Pickaway County Auditor's Permanent Parcel Identification Numbers: A0511150000188 and A0511150000189 comprising the Parcels highlighted below, as such Parcels may be sub-divided, combined, re-combined, re-numbered, or re-platted from time to time, as follows:



EXHIBIT B

RESIDENTIAL CRA APPLICATION

[See Attached]

EXHIBIT C

FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “**Agreement**”) is made and entered into as of [_____] [____], [____] (the “**Effective Date**”) by and among the City of Circleville, Ohio (the “**City**”), a political subdivision of the State of Ohio, through the Council of the City (the “**Council**”); [_____] a [_____] together with its permitted successors and assigns (the “**Owner**”), and [_____] a [_____] (the “**Successor**” and together with the City and the Owner the “**Parties**”). Except as otherwise provided, capitalized terms used herein shall have the same meanings as in the Residential CRA Agreement (as defined herein) between the City and Rising Development Corp., an Ohio corporation, together with its permitted successors and assign (the “**Owner**”), made effective [_____] [____], 2025, as may be amended from time to time (the “**Residential CRA Agreement**”), a copy of which is attached hereto as **Exhibit A**.

WITNESSETH:

WHEREAS, The Council passed the Amended and Restated CRA Ordinance designating certain real property within the City as the Circleville CRA Area and declaring the remodeling of existing residential, commercial, and industrial structures as well as the construction of new residential, commercial, and industrial structures within the Circleville CRA Area to be a public purpose for which the City may grant exemptions from real property taxation pursuant to the CRA Act; and

WHEREAS, The City and the Owner entered into the Residential CRA Agreement, as approved by the Council pursuant to the Residential CRA Agreement Approval Ordinance, all to provide appropriate development incentives to support the economic viability of the Project; and

WHEREAS, By virtue of that certain [_____] dated as of [_____] [____], [____] and known by Instrument No. [_____] in the records of the Pickaway County Recorder (the “**Transfer Instrument**”), a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, the Successor has succeeded on [_____] [____], [____] (the “**Transfer Date**”) to the interest of the Owner in the Transferred Property, which such Transferred Property acquired by the Successor is identified by the Transfer Instrument; and

WHEREAS, Pursuant to the Residential CRA Agreement, the City retained the right to consider the approval of the transfer or assignment of the Residential CRA

Agreement and the benefits and obligations thereof, which such approval shall not be unreasonably withheld or delayed, to any Third-Party Transferee of all or any portion of any Transferred Property Parcel; provided, however, that each Third-Party Transferee execute and deliver this Agreement to the City.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, including the covenants contained in the Residential CRA Agreement, and the benefits to be derived by the Parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties herein agree as follows:

Section 1. Assignment and Assumption. From and after the Transfer Date, the Owner hereby assigns (a) all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property, and (b) all of the benefits of the Residential CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties, and covenants made by or required of the Owner that are contained in the Residential CRA Agreement.

Section 2. City Acknowledgement. The City acknowledges through the Transfer Date that the Residential CRA Agreement is in full force and effect and confirms that the Owner has complied with the terms of the Residential CRA Agreement with regard to the Transferred Property and releases the Owner from any liability accruing after the Transfer Date with regard only to the Transferred Property.

Section 3. Successor Certification. The Successor further certifies that, as required by Ohio Revised Code Section 3735.671(C), (i) the Successor is not a party to a prior agreement granting an exemption from taxation with respect to a structure or any portion of any structure in the State of Ohio, at which such structure or portion of any structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the three (3) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in Ohio Revised Code Section 3735.671(C).

Section 4. Entitlement of Successor. The City agrees that, as to the Transferred Property, the Successor has and shall have all entitlements and rights to the Residential CRA Exemption, and obligations with like effect as if the Successor had been an original Owner to the Residential CRA Agreement.

Section 5. Certification as to No Delinquent Taxes. The Successor hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 and does not owe any delinquent community development charges levied by the Circleville New Community Authority, or, if such delinquent taxes or community development charges are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof and it has disclosed such undertaking to the City prior to the execution of this Agreement, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the applicable chapter of the Ohio Revised Code governing payment of those taxes.

Section 6. Notices. Notices to the Successor with respect to the Residential CRA Agreement shall be given as stated in Section 22 of the Residential CRA Agreement, addressed as follows:

Phone: _____
Fax: _____

Section 7. Ohio Revised Code Sections. All references to provisions of the Ohio Revised Code shall include those provisions as may be amended or supplemented from time to time by the Ohio General Assembly; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties hereunder.

[Signature Pages Follow]

OWNER

_____, a _____

By: _____

Name: _____

Title: _____

STATE OF [_____])

) SS:

COUNTY OF [_____])

The foregoing instrument was acknowledged before me this [_____] day of [_____] 20[____], by [_____] the [_____] of [_____] a [_____] on behalf of [_____]. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

SUCCESSOR

_____, a _____

By: _____

Name: _____

Title: _____

STATE OF [_____])

) SS:

COUNTY OF [_____])

The foregoing instrument was acknowledged before me this [_____] day of [_____] 20[____], by [_____] the [_____] of [_____] a [_____] on behalf of [_____]. This is an acknowledgement. No oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

ACKNOWLEDGMENT OF OWNER

The Owner (as further defined in the Residential CRA Agreement) hereby confirms its obligations under the Residential CRA Agreement and hereby agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants, and restrictions set forth in the Residential CRA Agreement to be performed and observed by the Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property).

OWNER

_____, a _____

By: _____

Name: _____

Title: _____

EXHIBIT A
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Residential CRA Agreement

[See Attached]

EXHIBIT B
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Transfer Instrument

[See Attached]