

APPENDIX A

FIRST AMENDMENT TO MASTER MEMORANDUM OF UNDERSTANDING

**REGARDING RECLAMATION, REHABILITATION, AND REUTILIZATION OF
VACANT, ABANDONED, TAX-FORECLOSED OR OTHER
REAL PROPERTY IN THE CITY OF GAHANNA, OHIO**

THIS FIRST AMENDMENT TO THE MASTER MEMORANDUM OF UNDERSTANDING (this "First Amendment") is made and adopted to be effective as of the _____ day of _____, 20_____ (the "Effective Date") by and among the CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION ("COCIC"), the CITY OF GAHANNA, OHIO ("CITY") and the GAHANNA COMMUNITY IMPROVEMENT CORPORATION ("GCIC") and COCIC, CITY and GCIC, collectively, the "PARTIES")

WHEREAS, COCIC and CITY previously made and entered into a Master Memorandum of Understanding (the "MOU"), dated to be effective July 29, 2013, which among other things documented the understandings and agreements between them with respect to the reclamation, rehabilitation and reutilization of vacant, abandoned, tax foreclosed or other real property located in the municipal limits of CITY; and

WHEREAS, CITY wishes to assign some of its rights and obligations under the MOU to GCIC and GCIC wishes to accept such assignment and assume such obligations, all as hereinafter set forth; and

WHEREAS, CITY and GCIC wish to obtain the consent of COCIC to such assignment and assumption;

WHEREAS, the PARTIES wish to further document the understandings and agreements among them;

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. CITY and COCIC acknowledge and agree that, as of the Effective Date, any and all obligations of COCIC or CITY, each to the other, under the MOU have been fully performed.
2. Pursuant to and in accordance with Article IV, Subsection 5. a. of the MOU, CITY hereby assigns and sets over to GCIC all of CITY's rights and obligations under the MOU, existing on or accruing after the Effective Date.
3. COCIC hereby consents to such assignment.
4. GCIC hereby accepts such assignment and agrees to perform all obligations to COCIC under the MOU, existing on or accruing after the Effective Date.
5. COCIC agrees that, until such time as GCIC has re-assigned to CITY all of GCIC'S rights and obligations under the MOU in accordance with Section 7 of this First Amendment, any written notice, request or correspondence required to be given by COCIC under the MOU or under this First Amendment shall be given to both CITY and GCIC.

6. For the purposes Article IV, Section 4 of the MOU and Section 7 of this First Amendment, the following addresses shall be employed:

If to COCIC:	Central Ohio Community Improvement Corporation 373 South High Street 15 th Floor Columbus, Ohio 43215 Attention: President
If to CITY:	City of Gahanna 200 South Hamilton Road Gahanna, Ohio 43230 Attention: Director of Planning & Development
If to GCIC:	Gahanna Community Improvement Corporation 200 South Hamilton Road Gahanna, Ohio 43230 Attention: Director of Planning & Development

7. The CITY of Gahanna shall have the right, for any reason or for no reason, to cause the re-assignment of GCIC's rights and obligations under the MOU to the CITY. More specifically, the rights re-assigned by GCIC to CITY shall be all of those rights under the MOU, existing on or accruing after the effective date of such re-assignment. Further, the obligations re-assigned by GCIC to CITY shall only those obligations under the MOU accruing on or after the effective date of such re-assignment and any of such obligations existing or accruing prior to such effective date shall remain the obligations of GCIC to be fully performed and rendered to COCIC notwithstanding such re-assignment.

Such right of re-assignment shall be exercised, if exercised at all, by written notice from CITY to COCIC and GCIC. If so exercised, then such re-assignment shall, without the necessity of any further writing or documentation, be deemed effective as of the effective date specified in the written notice, which date shall not be earlier than sixty (60) days after such written notice has been given by CITY to GCIC. COCIC hereby consents to such re-assignment.

Alternatively, such right may be exercised by joint written agreement among the PARTIES, in which event, the effective date of the re-assignment, the rights and obligations so re-assigned and the consent of COCIC shall be as set forth in such agreement.

8. The PARTIES hereby declare their mutual intent that the MOU be and is hereby amended by this First Amendment and that the MOU and this First Amendment shall be shall be read, taken and construed as one and the same instrument.

[EXECUTION APPEARS ON THE SUCCEEDING PAGE]

IN WITNESS WHEREOF, the PARTIES have, executed this First Amendment as of the Effective Date.

CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION

By: _____
John C. Rosenberger
Title: President

CITY OF GAHANNA, OHIO

By: _____
Rebecca W. Stinchcomb
Title: Mayor

GAHANNA COMMUNITY IMPROVEMENT CORPORATION

By: _____
Title: _____

APPROVED AS TO FORM

By: _____
Shane Ewald
Title: City Attorney