

AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT

This Amended and Restated Community Reinvestment Area Agreement (the “FIRST AMENDMENT”) is made and entered into by and between the City of Gahanna, Ohio, a municipal government, with its main offices located at 200 South Hamilton Road, Gahanna, Ohio, hereinafter referred to as Gahanna and **The Specialist Properties LLC.**, located at 710 Cross Pointe Road, Gahanna, Ohio, hereinafter referred to as **The Specialist Properties.** WITNESSETH:

WHEREAS, Gahanna has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area (the “CRA”); and

WHEREAS, the Gahanna City Council, by Ordinance No. 3-84 adopted 2/21/84 and amended 3/3/84, 5/19/92, 8/23/94, 7/26/94, 8/12/00 and 12/15/03, designated the area as CRA #1 pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, in 2008, **Barton Hall LLC** constructed a 15,000 square foot building at 710 Cross Pointe Road, Gahanna, Ohio, Parcel 025-012070 (the “PROJECT SITE”), which is within the boundaries of the aforementioned CRA #1; and

WHEREAS, **Barton Hall LLC** submitted to Gahanna a CRA Program application (the “APPLICATION”), herein attached as Exhibit A, that was approved by Gahanna City Council in 2008; and

WHEREAS, **Barton Hall LLC** entered into a CRA Agreement (the “CRA AGREEMENT”) dated October 8, 2008, a copy of which is herein attached as Exhibit B, which CRA AGREEMENT provided Barton Hall LLC with a ten (10) year, 100 percent CRA real property tax abatement for the assessed value of the new structure at the PROJECT SITE; and

WHEREAS, in January of 2017, the property located at 710 Cross Pointe Road, Gahanna Ohio, Parcel 025-012070 (the “PROJECT SITE”), which is within the boundaries of the aforementioned CRA #1, was transferred to **The Specialist Properties**; and

WHEREAS, **The Specialist Properties** executed an Assignment of Tax Abatement which was submitted and approved by the Housing Officer on January 30, 2017, a copy of which is herein attached as Exhibit C; and

WHEREAS, the aforementioned CRA AGREEMENT provided for the creation and retention of \$1,100,000 in payroll representing 20 full-time equivalent job opportunities at the PROJECT SITE; and

WHEREAS, because of changes in the number of employees working at the PROJECT SITE and other economic factors, it has been determined that the CRA AGREEMENT should be amended and restated; and

WHEREAS, in 2018 the Tax Incentive Review Council recommended that the CRA AGREEMENT with **The Specialist Properties** be amended and restated to account for the changes in employment levels at the PROJECT SITE and other economic factors affecting the PROJECT; and

WHEREAS, Gahanna having the appropriate authority for the stated type of PROJECT is desirous of continuing to provide **The Specialist Properties** with incentives available for the development of the PROJECT in said CRA under Chapter 3735 of the Ohio Revised Code (O.R.C.); and

WHEREAS, the Housing Officer has reviewed the operations of **The Specialist Properties** and has recommended the same to the Gahanna City Council on the basis that **The Specialist Properties** is qualified by financial responsibility and business experience to create and preserve employment opportunities in said CRA and improve the economic climate of Gahanna; and

WHEREAS, the PROJECT SITE as owned by **The Specialist Properties** is located in the Gahanna-Jefferson Public School District (the "SCHOOL DISTRICT") and said SCHOOL DISTRICT has been notified in accordance with the City of Gahanna/Gahanna-Jefferson City School Compensation Agreement and O.R.C. Section 5709.83 and been given access to the APPLICATION; and

WHEREAS, pursuant to O.R.C. Section 3735.67(A) and in conformance with the format required under O.R.C. Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

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

Section 1. Location by Corporation

1. **The Specialist Properties** has acquired a 15,000 square foot facility at 710 Cross Pointe Road in Gahanna, Ohio. The PROJECT involved a total investment of \$1,450,000.
2. The PROJECT began in 2008 and all acquisition, construction and installation has been completed.

Section 2. Employment and Payroll

1. **The Specialist Properties** shall create an employment base of approximately 10 full-time equivalent job opportunities.
2. Prior to the PROJECT **The Specialist Properties** had zero (0) employees at the PROJECT SITE.

Section 3. Program Compliance

1. **The Specialist Properties** shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council and annual reports to the City of Gahanna to evaluate the property owner's compliance with the CRA AGREEMENT, as amended by the FIRST AMENDMENT, including returns filed pursuant to O.R.C. Section 5711.02.
2. **The Specialist Properties** shall maintain a current membership in the Gahanna Area Chamber of Commerce.
3. Gahanna hereby grants **The Specialist Properties** a tax abatement for real property improvements made at the PROJECT SITE, pursuant to O.R.C. Section 3735.67, of the following amounts:

Tax Exemption Amount:	75%
Year Term Began:	2009
Amended Term of Tax Abatement:	A total of ten (10) years with one (1) year remaining from the date of the First Amendment (tax year 2018)

4. The identified PROJECT improvement will receive 75% abatement for the amended one (1) year remaining abatement term. No abatement shall extend beyond December 31, 2018.
5. **The Specialist Properties** will comply with the tax abatement annual fee provisions pursuant to O.R.C. Section 3735.671 (D) of the Ohio Revised Code. **The Specialist Properties** is required to pay an annual fee equal to that contained in the Development Fee Schedule as authorized in Chapter 148 of the Codified Ordinances of Gahanna. This fee shall be paid once per year, upon receipt of an invoice, for each effective year of the CRA AGREEMENT post the year of abatement.
6. **The Specialist Properties** agrees to pay additional compensation to Gahanna to meet the requirements of the City of Gahanna/Gahanna-Jefferson City School Compensation Agreement. In the event the seventy-five percent of the exempted property taxes for this site for the SCHOOL DISTRICT exceeds the seventy-five of the collected payroll tax from **The Specialist Properties**, **The Specialist Properties** agrees to pay the difference to Gahanna. If necessary, this fee shall be paid once per year for each effective year of the CRA AGREEMENT, as amended by this FIRST AMENDMENT, by the fifteenth of June post the year of abatement.
7. **The Specialist Properties** shall pay such real property taxes as are not exempted under the CRA AGREEMENT, as amended by this FIRST AMENDMENT, and are charged against such property and shall file all tax reports and returns as required by law. If **The Specialist Properties** fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this CRA AGREEMENT, as amended by this FIRST AMENDMENT, are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. **The Specialist Properties** shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this CRA AGREEMENT, as amended by this FIRST AMENDMENT, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
9. If for any reason the City of Gahanna revokes the designation of the area, entitlements granted under the CRA AGREEMENT, as amended by this FIRST AMENDMENT, shall continue for the number of years specified under the CRA AGREEMENT, as amended by this FIRST AMENDMENT, unless **The Specialist Properties** materially fails to fulfill its obligations under the CRA AGREEMENT, as amended by this FIRST AMENDMENT, and Gahanna terminates or modifies the exemptions from taxation granted pursuant to the CRA AGREEMENT, as amended by this FIRST AMENDMENT.
10. If **The Specialist Properties** materially fails to fulfill its obligations under the CRA AGREEMENT, as amended by this FIRST AMENDMENT, or if Gahanna determines that the certification as to the delinquent taxes required by the CRA AGREEMENT, as amended by this FIRST AMENDMENT, is fraudulent, Gahanna may terminate or modify the exemptions from taxation granted under the CRA AGREEMENT, as amended by this FIRST AMENDMENT, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under the CRA AGREEMENT, as amended by this FIRST AMENDMENT.
11. **The Specialist Properties** hereby certifies that at the time this FIRST AMENDMENT is executed, **The Specialist Properties** 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 Specialist Properties** is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, **The Specialist Properties** 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 Specialist Properties**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
12. **The Specialist Properties** affirmatively covenants that it has made no false statements to the State of Ohio or City of Gahanna in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of **The Specialist Properties** has knowingly made a false statement to the State of Ohio or City of Gahanna to obtain Community Reinvestment Area incentives, **The Specialist Properties** shall be required immediately to return all benefits received under the CRA AGREEMENT, as amended by this FIRST AMENDMENT, pursuant to O.R.C. Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision pursuant to O.R.C. Section 9.66 (D)(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 O.R.C. Section 2921.13 (D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

- 13. Exemptions from taxation granted under the CRA AGREEMENT, as amended by this FIRST AMENDMENT, shall be revoked if it is determined that **The Specialist Properties**, any successor to that person, or any related member (as those terms are defined in division (E) of Section 3735.671 of the O.R.C.) has violated the prohibition against entering into this agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the O.R.C. prior to the time prescribed by that division or either of those sections.
- 14. **The Specialist Properties** and City of Gahanna acknowledge that this FIRST AMENDMENT must be approved by formal action of the legislative authority of City of Gahanna as a condition for the agreement to take effect. This FIRST AMENDMENT takes effect upon such approval.
- 15. The CRA AGREEMENT, as amended by this FIRST AMENDMENT, is not transferable or assignable without the express, written approval of the City of Gahanna.

IN WITNESS WHEREOF, the City of Gahanna, Ohio, by _____, Housing Officer, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, _____ and **The Specialist Properties** by _____ has caused this instrument to be executed on this _____ day of _____, _____.

The Specialist Properties

City of Gahanna

By: _____

By: _____

Anthony Jones, Housing Officer

Title: _____

Approved as to form:

Shane W. Ewald, City Attorney

Exhibit A

Date: 6/26/08

CRA Area: # 1

CITY OF GAHANNA

APPLICATION FOR THE COMMUNITY REINVESTMENT AREA PROGRAM

This application for Community Reinvestment Area Tax Incentives between the City of Gahanna located in the County of Franklin and BARTON HALL L.L.C.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

BARTON HALL LLC
Enterprise Name

DONALD KENNEY JR
Contact Person

470 OLDE NORTHINGTON RD
Address
Westerlyville OH 43082

614-540-2400
Telephone Number

- b. Project site:

025-012070
Parcel Number (Required)

DONALD KENNEY JR
Contact Person

Address

614-540-2400
Telephone Number / Email

Fax number

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

DISTRIBUTION OF SCOTTS LAWN CHEMICALS + TRAINING
CALL CENTER FACILITY

- b. List primary 4 digit Standard Industrial Code (SIC) # _____

Business may list other relevant SIC numbers. _____

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

City of Gahanna
Tax Abatement Application

d. Form of business of enterprise (corporation, partnership, proprietorship, or franchise).

CORPORATION

3. a. Where is your business currently located?

- In State Central Ohio Gahanna
 Out of State

b. Why are you locating your business in Gahanna?

LOCATION

4. Name of principal owner(s) or officers of the business.

DONALD KENNELY / MICHAEL MULLADY

5. a. State the enterprise's current employment level at the proposed project site:

20 Employees

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another?

Yes No

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:

Marysville, Columbus, Gahanna

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

1,000+

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: VARIOUS - TOO MANY FACILITIES

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? NONE

6. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the state?

Yes No

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

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 if necessary).

7. Project Description: Freestanding steel/stone/glass Building with sem. truck dock + 2 Drive In Doors

8. Project will begin: August, 2008 and be completed Feb, 2009 provided a tax exemption is provided.

9. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

b. State the time frame of this projected hiring: LESS THAN 1 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): IMMEDIATELY

10. a. Estimate the amount of annual payroll new employees will add \$ 1.1 million (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A

11. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$ <u>N/A</u>
B. Additions/New Construction:	\$ <u>1 million</u>
C. Improvements to existing buildings:	\$ <u>N/A</u>
D. Machinery & Equipment:	\$ <u>300,000</u>
E. Furniture & Fixtures:	\$ <u>100,000</u>
F. Inventory:	\$ <u>50,000</u>
G. Other:	\$ _____

Total New Project Investment: \$ 1,450,000

12. a. Business requests the following tax exemption incentives: 100% for 10 years covering real as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible; attach any supporting documents)

SCOTT'S LANNCHRE SPECIFICALLY CHOSE THIS
LOCATION WITH THE REQUIREMENT IN TAX ABATEMENT

13. I certify that a tax incentive is necessary for location and or expansion of my business in Gahanna.

Yes No

City of Gahanna
Tax Abatement Application

Submission of this application expressly authorizes The City of Gahanna 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 property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC 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/or a term of imprisonment of not more than six months.

DONALD KENNEY JR
Name of Property Owner

6/24/08
Date

DBA Barton Hall LLC


Signature

DONALD KENNEY JR
Typed Name and Title

MANAGER

The City of Gahanna will assume responsibility for notification to the affected Board of Education.

This application will be attached to Final Community Reinvestment Area Agreement as Exhibit A.

City of Gahanna

COMMUNITY REINVESTMENT AREA #1 AGREEMENT

This agreement made and entered into by and between the City of Gahanna, Ohio, a municipal government, with its main offices located at 200 South Hamilton Road, Gahanna, Ohio, hereinafter referred to as Gahanna and **Barton Hall, LLC** with their main offices located at **470 Olde Worthington Road Westerville, OH 43082** hereinafter referred to as the **Party**.

WITNESSETH;

WHEREAS, Gahanna has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, the **Party** are desirous of construction of **approximately 15,000** square foot building for **office/warehouse**, hereinafter referred to as the "PROJECT" within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Gahanna City Council by Ordinance No. 3-84, 14-84, 28-92, 37-94, 24 -96 and SR3-2003 designated the area as Community Reinvestment Area #1 pursuant Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Gahanna having the appropriate authority for the stated type of project is desirous of providing the **Party** with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the **Party** has submitted a proposed agreement application, herein attached as Exhibit A, to Gahanna said application hereinafter referred to as "APPLICATION"; and

WHEREAS, the Director of Development of Gahanna has investigated the application of the **Party** and has recommended the same to the Council of Gahanna on the basis that the **Party** is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Gahanna; and

WHEREAS, the project site as proposed by the **Party** is located in the Gahanna-Jefferson School District and has been notified in accordance with the City of Gahanna/Gahanna-Jefferson School Compensation Agreement and Section 5709.83 and been given access to the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the Party hereto desire to set forth their agreement with respect to matters hereinafter contained;

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

Section 1 Location by Corporation

1. The **Party** shall construct a new approximately **15,000 SQUARE FEET** on Cross Pointe Road, Gahanna, Ohio (Parcel # 025-012070). The PROJECT will involve a total investment by the **Party** of **\$1,450,000** as described in the application which is contained in Exhibit A, attached hereto and made a part thereof.
2. The PROJECT will begin **August 2008**, and all acquisition, construction and installation will be completed by **February 2009**.

Section 2 Payroll and Employment

1. The **Party** shall create and retain within a time period not exceeding thirty-six (36) months after the commencement of construction of the aforesaid facility, a payroll equivalent to **\$1,100,000.00** representing **20 Full Time Equivalent** job opportunities.

Section 3 Program Compliance

1. The **Party** shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council and annual reports to the City of Gahanna to evaluate the property owner's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code.
2. The **Party** shall each maintain a current membership in the Gahanna Area Chamber of Commerce.
3. Gahanna hereby grants the **Party** a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts:

Year of Tax Exemption: **2009**
Tax Exemption Amount: **100%**
Term of Tax Abatement: **10 years**


4. Gahanna hereby grants the **Party** the tax exemption for a **10 year** period and if the **Party** relinquishes their site and is no longer located in Gahanna, prior to the end of the exemption period or within **10 years** after the exemption period terminates, then the City will require the **Party** to repay their share of abated taxes to the City of Gahanna at a rate of two (2) years for every one year the project was exempt.
5. The identified PROJECT improvement will receive a **10 years at 100%** exemption period. The exemption commences the first year for which the real property exemption would first be taxable were that property not exempted from taxation. No exemption shall extend beyond **December 31, 2019**.

6. The **Party** will comply with the tax abatement annual fee provisions pursuant to Section 3735.67 (D) of the Ohio Revised Code. The **Party** is required to pay an annual fee equal to that contained in the Development Fee Schedule as authorized in Chapter 148 of the Codified Ordinances of Gahanna. This fee shall be paid once per year for each effective year of the agreement by the thirty-first of January post the year of abatement.
7. The **Party** agrees to pay additional compensation to Gahanna to meet the requirements of the Gahanna School Compensation Agreement; in the event the fifty percent of the exempted property taxes for this site for the Gahanna-Jefferson School District exceeds the fifty percent of the collected payroll tax from the **Party**, the **Party** agrees to pay the difference to Gahanna. If necessary, this fee shall be paid once per year for each effective year of the agreement by the fifteenth of June post the year of abatement.
8. The **Party** shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the **Party** fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
9. The **Party** shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
10. If for any reason the Community Reinvestment Area designation expires or is rescinded by the City of Gahanna, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the **Party** materially fails to fulfill its obligations under this agreement and Gahanna terminates or modifies the exemptions from taxation granted under this agreement.
11. If the **Party** materially fails to fulfill its obligations under this agreement, or if Gahanna determines that the certification as to the delinquent taxes required by agreement is fraudulent, Gahanna may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
12. The **Party** hereby certifies that at the time this agreement is executed, the **Party** 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 **Party** is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the **Party** is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the **Party**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

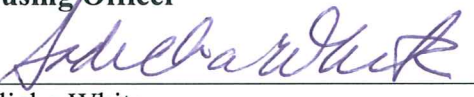
13. The **Party** affirmatively covenants that they have made no false statements to the State or City of Gahanna in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of the **Party** has knowingly made a false statement to the State or City of Gahanna to obtain Community Reinvestment Area incentives, the **Party** shall be required immediately to return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC 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 ORC Section 2921.13 (D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
14. This agreement is not transferable or assignable without the express, written approval of the City of Gahanna.

IN WITNESS WHEREOF, the City of Gahanna, Ohio, by Sadicka White, Housing Officer, and pursuant to Resolution Nos. 3-84, 14-84, 28-92, 37-94, 24 -96 and SR3-2003, has caused this instrument to be executed this 9th day of October, 2008 and the **Party**, have caused this instrument to be executed on this 9th day of October, 2008.

Barton Hall, LLC

By 
Donald Kenney Jr.
Authorized Representative

Housing Officer

By 
Sadicka White
Director of Planning & Development

Approved as to form:


Thomas L. Weber, City Attorney


City of Gahanna Housing Officer
City of Gahanna
200 S. Hamilton Road
Gahanna, OH 43230

Re: Assignment of Tax Abatement for Parcel # **025-012070 (710 Cross Pointe Road)**

To Whom It May Concern:

This form is intended to advise the City of Gahanna that I have transferred ownership of the commercial building I owned at **710 Cross Pointe Road, Gahanna, OH 43230** to THE SPECIALIST PROPERTIES, LLC, with its Statutory Agent being KC VENTURES located at PO BOX 361021 Columbus, OH 43236.

As the authorized representative of TABALEEN, LTD and former owner of **710 Cross Pointe Road, Gahanna, OH 43230**, I, Bruce McLoughlin, hereby assign and transfer all rights, obligations, and terms remaining under the tax abatement agreement for said property to the above buyer, subject to the approval of the City of Gahanna, below. This assignment will be effective upon the approval of the City of Gahanna and signature by the City's authorized representative.

Date: 1-27-17 by: 
Authorized Representative of Seller including contact information

As the Buyer of **710 Cross Pointe Road, Gahanna, OH 43230**, the undersigned agrees to assume all rights, obligations, and terms remaining under the Community Reinvestment Area Agreement between the City of Gahanna and BARTON HALL, LLC dated for October 9, 2008; assigned to KEN-MULL, LLC on 3/6/2012 and SCOTTS GAHANNA, LLC on 5/21/2012 and TABALEEN, LTD on 10/30/2014.

Date: 1-27-17 
Authorized Representative of Buyer including contact information

The City of Gahanna hereby approves of this assignment of the Community Reinvestment Area Agreement, to the above Buyer per Section 3, Item 14 of the Community Reinvestment Area Agreement, as amended, regarding the property at **710 Cross Pointe Road, Gahanna, OH 43230**.

Date: 1/30/17 
City Housing Officer