

The Board of Township Trustees of Liberty Township (Delaware County), Ohio, met in regular session at the Township Hall at 7761 Liberty Road, Powell, Ohio 43065, at 7:00 p.m. on August 5, 2019, with the following members present:

Lenehan, M Gempertine, M
Lichhorn, S

Trustee Lenehan moved the adoption of the following resolution,
and Trustee Gempertine seconded the motion.

**19-0805-05: A RESOLUTION APPROVING A TAX
INCREMENT FINANCING AGREEMENT WITH
SCHOTTENSTEIN REAL ESTATE GROUP; AND RELATED
AUTHORIZATIONS.**

WHEREAS, Ohio Revised Code Sections 5709.73, 5709.74 and 5709.75 (the "TIF Statutes") provide that this Board of Township Trustees (this "Board") may, under certain circumstances, exempt a percentage of Improvement (as defined in the TIF Statutes, as of the date hereof) to real property located within the unincorporated area of Liberty Township (Delaware County), Ohio (the "Township") from real property taxes, identify certain public infrastructure improvements that are a public purpose and as may be required, and once made, will directly benefit and serve or service the real property, provide for payments in lieu of taxes by the owners of the real property, and establish a township public improvement tax increment equivalent fund; and

WHEREAS, pursuant to the authority granted under the TIF Statutes, this Board passed Resolution No. 19-0805-04 on August 5, 2019 (the "TIF Resolution") pursuant to which the Improvement to certain real property located in the Township (the "Property," as further defined in Exhibit A to the TIF Resolution) was declared to be a public purpose in accordance with the TIF Statutes; and

WHEREAS, Schottenstein Real Estate Group, LLC and/or its affiliates, successors and/or assigns (collectively, the "Developer") desire to construct or cause to be constructed certain private improvements (the "Project," as further described in Exhibit B to the TIF Resolution) on a portion of the Property; and

WHEREAS, in connection with the Project, it is anticipated that certain public infrastructure improvements (the "Public Infrastructure Improvements," as further defined in Exhibit C to the TIF Resolution) may be constructed, which Public Infrastructure Improvements are a public purpose and will directly benefit the Property; and

WHEREAS, in connection with the Project, the Township and the Developer desire to execute a Tax Increment Financing Agreement, substantially in the form on file with this Board (the "TIF Agreement"), which TIF Agreement would provide for, among other things, the

reimbursement of the Developer using TIF funds for costs incurred to construct or cause the construction of the Public Infrastructure Improvements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Liberty Township (Delaware County), Ohio, that:

Section 1. TIF Agreement. The TIF Agreement by and between the Township and the Developer, substantially in the form on file with this Board, is hereby approved, and all three members of this Board are hereby authorized and directed to execute and deliver the TIF Agreement with such changes that are not inconsistent with this Resolution and not substantially adverse to the Township, all of which shall be evidenced conclusively by the execution of the TIF Agreement by this Board.

Section 2. Open Meeting. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

Section 3. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

The foregoing motion having been put to a vote, the result of the roll call was as follows:

<u>Leneghan</u>	<u>Yes</u>
<u>Gemperline</u>	<u>Yes</u>
<u>Eichhorn</u>	<u>Yes</u>

The foregoing is a true and correct copy of a resolution adopted by the Board of Township Trustees of Liberty Township (Delaware County), Ohio, on August 5, 2019.

Dated: August ____, 2019

Nancy Denutte, Fiscal Officer
Liberty Township (Delaware County), Ohio

**TAX INCREMENT FINANCING AGREEMENT
(LIBERTY GRAND PROJECT)**

This TAX INCREMENT FINANCING AGREEMENT (this "Agreement"), is made and entered into as of this 5th day of August, 2019, by and between LIBERTY TOWNSHIP (DELAWARE COUNTY), OHIO (the "Township"), a political subdivision duly organized and validly existing under the constitution and the laws of the State of Ohio (the "State"), and SCHOTTENSTEIN REAL ESTATE GROUP, LLC, an Ohio limited liability company, its affiliates, successors and/or assigns (collectively, the "Company").

WITNESSETH:

WHEREAS, the Company has options to acquire approximately 284 acres of real property depicted and described on Exhibit A attached hereto (with each parcel as now or hereafter configured, a "Parcel," and collectively, the "Parcels") for the purpose of constructing mixed-use development, including, but not limited to, multi-family apartments (the "Project"); and

WHEREAS, in order to successfully develop the Parcels, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto (with the public infrastructure improvements identified therein being referred to herein as the "Public Infrastructure Improvements"), which the Township and the Company agree will directly benefit the Parcels; and

WHEREAS, the Township, by its Resolution No. 19-0805-04 adopted August 5, 2019 (the "TIF Resolution"), has declared that seventy-five percent (75%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Resolution (such increase hereinafter referred to as the "Improvement," as further defined in Section 5709.73(A)(2) of the Ohio Revised Code and the TIF Resolution, and 75% of the Improvement is hereinafter referred to as the "Exempted Portion of the Improvement") is a public purpose and is exempt from taxation for a period commencing on the earlier of (i) the first full tax year for which an Improvement attributable to a fully-completed and assessed structure on that Parcel first appears on the tax list and duplicate of real and public utility property (i.e., not attributable to partial construction), or (ii) tax year 2037, and ends on the earlier of (i) 10 years thereafter, or (ii) on the date on which the Township can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.73, 5709.74 and 5709.75 of the Ohio Revised Code (the "TIF Statutes") and the TIF Resolution (the "TIF Exemption"); and

WHEREAS, the Township has determined that it is necessary and appropriate and in the best interest of the Township to provide for the current and any future owners of each Parcel (with the current and each such future owner referred to herein individually as an "Owner" and collectively as the "Owners") to make semiannual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the "Service Payments") to the Treasurer of Delaware County (the "County Treasurer"), which Service Payments will be deposited in the TIF Fund (as described below), pursuant to the TIF Statutes and as provided in Section 2;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and to induce the Company to proceed with the construction of the Project, the parties agree to the foregoing and as follows:

Section 1. Obligation to Make Service Payments.

(a) Service Payments. The Company as Owner hereby agrees to make the Service Payments due during its period of ownership of any Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, this Agreement and the applicable provisions of Ohio law relating to real property tax collections as of the date hereof. Service Payments will be made semiannually to the County Treasurer (or to that Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, if a lesser rate for penalty and interest is hereinafter adopted. Service Payments will be made in accordance with the requirements of the TIF Statutes, the TIF Resolution and this Agreement and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Exempted Portion of the Improvement to that Parcel (after credit for any other payments received by the Township under Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, or any successor provisions thereto, as the same may be amended from time to time, with such payments referred to herein as the "Property Tax Rollback Payments") if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Township and the Company agree that the Liberty Township Public Improvement Tax Increment Equivalent Fund (Liberty Grand Project) referred to in Section 3 of the TIF Resolution (the "TIF Fund") shall receive all Service Payments and Property Tax Rollback Payments made with respect to the Improvement to each Parcel that are payable to the Township, together with any investment earnings on money in that TIF Fund.

(b) Priority of Lien. The Company acknowledges, for itself and any and all future Owners of Parcels, that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Parcels and any Improvement thereon.

(c) Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the Township for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the Township to enforce the provisions of this Agreement against that Owner.

Section 2. Establishment of a TIF Fund by the Township: Distribution of Funds. The Township agrees that it shall establish the TIF Fund as a deposit fund to be held in the custody of

the Township for the sole purpose of receiving the Service Payments and Property Tax Rollback Payments made with respect to the Parcels and distributed to the Township. Upon distribution of the Service Payments and Property Tax Rollback Payments to the Township, those Service Payments and Property Tax Rollback Payments shall be deposited to the TIF Fund. Subject to the further provisions of Section 8 of this Agreement, amounts on deposit in the TIF Fund shall be used solely to reimburse the Company for costs of the Public Infrastructure Improvements it incurs, in the manner and amounts described and permitted herein.

Section 3. Exemption Applications. Withdrawal. Maintenance and Notice. The Company shall prepare, execute and file such applications, documents and other information with the appropriate officials of the State, Delaware County and the Township or other public body as may be required to effect the exemption from real property taxation granted by the TIF Resolution. The Township shall cooperate in such preparation and filing by the Company, including, without limitation, executing such applications and documents as may be appropriate in obtaining such exemption. The Township and the Company agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemption, and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemption or the Service Payments. The Company shall also cause notice to be recorded and prepared in accordance with the provisions of Section 5709.911(C)(1) of the Ohio Revised Code at the County Recorder of Delaware County, Ohio.

Section 4. Payments from TIF Fund for Costs of Public Infrastructure Improvements. The Township shall pay to the Company in accordance with the terms of this Agreement with respect to the Public Infrastructure Improvements for which a written requisition substantially in the form attached as Exhibit C (a "Written Requisition") is submitted to the Township, the actual costs of those Public Infrastructure Improvements (with the costs of all those Public Infrastructure Improvements collectively referred to herein as the "Costs"), plus interest on those Costs at the Interest Rate provided for below. Except as otherwise agreed between the Company and the Township Fiscal Officer, the Company may submit up to four (4) Written Requisitions per calendar year.

Except as otherwise provided herein, the Township shall pay all monies on deposit in the TIF Fund to or as directed by the Company on the first business day following each May 31 and November 30 (each, a "Payment Date") until all of the Costs and all interest thereon have been paid in full. Payments for the portion of Costs of the Public Infrastructure Improvements and any interest thereon will be made beginning with the first Payment Date following the satisfaction of the conditions of Section 6 hereof. In addition to submission of a Written Requisition for the Costs, the Company shall deliver to the Township, at least fifteen (15) days prior to each Payment Date, a statement showing the total amount of interest then due to the Company under this Agreement, along with a brief description of the basis and calculations for the same; provided, however, that failure by the Company to deliver this statement shall not excuse the Township from its payment obligation on each Payment Date if the Township knows or reasonably should know that amounts are due the Company under this Agreement on that Payment Date, and provided further that in all other cases, that failure by the Company shall only delay payment to the same extent delivery of the statement was delayed. Any monies paid pursuant to this Agreement will be applied first to the payment of interest on those Costs at the applicable Interest Rate provided for below and second

to the payment of the Costs, so that all interest due shall be paid before the payment of any Costs.

Interest on the portion of Costs of the Public Infrastructure Improvements begins accruing on the date on which the conditions of Section 6 are satisfied as to those Public Infrastructure Improvements. Any interest on any Costs that remain unpaid on the date following each Payment Date will itself accrue interest in the same manner as the Costs. As used in this Agreement, "Interest Rate" means, as of each Interest Rate Determination Date (as defined in the last sentence of this paragraph) and thereafter until the next Interest Rate Determination Date, the greater of (i) the most recent 30-Year Treasury yield published by the U.S. Department of the Treasury, plus six hundred (600) basis points, and (ii) seven hundred (700) basis points. Interest shall be compounded monthly on the basis of a 360 day year consisting of twelve 30-day months based on the average Interest Rate for each month. "Interest Rate Determination Date" means, initially, the date of this Agreement, and thereafter, the date on which the Company first Written Requisition submitted each year is approved.

For purposes of this Agreement, "costs" of the Public Infrastructure Improvements includable in "Costs" under this Agreement include, without limitation as to other costs properly allocable to Public Infrastructure Improvements, the costs of: acquiring, constructing, reconstructing, rehabilitating, installing, remodeling, renovating, enlarging, equipping, furnishing, or otherwise improving the Public Infrastructure Improvement; site clearance, improvement, and preparation; acquisition of real or personal property; indemnity and surety bonds and premiums on insurance; all related direct administrative expenses and allocable portions of direct costs of the Company, including but not limited to engineering, architectural, legal, and other consulting and professional services; designs, plans, specifications, feasibility or rate studies, appraisals, surveys, and estimates of cost; interest or interest equivalent, whether capitalized or not; financing costs; title work and title commitment, insurance, and guaranties; audits; the reimbursement of moneys advanced or applied by or borrowed from any person, whether to or by the Township, any other political subdivision or the Company or others, from whatever source provided, for the payment of any item or items of cost of Public Infrastructure Improvements, including interest or interest equivalent thereon; and all other expenses necessary or incidental to planning (including but not limited to traffic studies) or determining feasibility or practicability with respect to permanent improvements or necessary or incidental to the acquisition, construction, reconstruction, rehabilitation, installation, remodeling, renovating, enlargement, equipping, furnishing, or other improvement of the permanent improvements, including the close-out thereof, the financing of the permanent improvements, and the placing of the permanent improvements in condition for use and operation, and all like or related costs, including any one, part, or combination of, those costs and expenses. As used in this paragraph, "financing costs", "interest" and "interest equivalent" have the meanings given in Ohio Revised Code Section 133.01.

All payments to the Company hereunder on each Payment Date shall be made pursuant to written instructions provided by the Company.

Notwithstanding any other provision of this Agreement, the Township's payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the Township within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Company does not have the right to have taxes or excises levied by the Township for the payment of the Costs and interest thereon.

The Company, in its sole and absolute discretion, may contract with and/or make cash payments to the Delaware County Transportation Improvement District, the Township, Delaware County, the School District or any other entity for the construction of Public Infrastructure Improvements, and any such cash payments shall be considered Costs subject to the reimbursement provisions of this Agreement.

Section 5. Additional Company Obligations. No later than 120 days after the Company closes on a construction loan for a minimum of 300 multi-family rental units associated with the Project, the Company shall do or cause to be done all of the following:

(a) School District Payments. Subject to the conditions listed in the second paragraph of this Section 5(a), the Company shall make one or more payments totaling \$1,000,000 to the Olentangy Local School District (the "School District") for Public Infrastructure Improvements to be constructed by the School District on School District property that directly benefit the Parcels. The specific Public Infrastructure Improvements to be constructed by the School District pursuant to this Section 5(a) and the other details of such construction shall be described in a separate agreement between the Township and the School District. These payments shall be qualifying Costs subject to the reimbursement provisions of this Agreement.

The payments to be made to the School District pursuant to this Section 5(a) are expressly conditioned upon the School District granting to the Company and recording, at no cost to the Company, any and all permanent and construction easements across School District-owned land required for the construction by the Company, at no cost to the School District, multi-purpose pathways connecting Liberty High School to Indian Springs Elementary School and Sawmill Parkway, which easements shall be sufficient for a multi-purpose path of at least 10 feet in width, with the understanding that the width of the multi-purpose path may be less than 10 feet as determined by the Company. All such easements shall be provided upon the reasonable request of the Company, and shall not be unreasonably conditioned, delayed or withheld by the School District. Failure by the School District to satisfy the conditions provided in this Section 5(a) shall void and nullify the Company's obligation to provide payments to the School District as stated above, and all other terms and conditions of this Agreement shall remain in full force and effect.

(b) Township Payments. The Company shall make one or more payments totaling \$100,000 to the Township for Public Infrastructure Improvements to be constructed by the Township on Township property that directly benefit the Parcels. The specific Public Infrastructure Improvements to be constructed by the Township pursuant to this Section 5(b) shall be determined by the Township in its sole discretion, consistent with the provisions of the TIF Ordinance, this Agreement and applicable Ohio law. These payments shall be qualifying Costs subject to the reimbursement provisions of this Agreement.

(c) Township Land Donation. Subject first to the conditions specified in the last paragraph of this Section 5(c), the Township shall have 20 years from the Effective Date hereof, to direct the Company to either (x) donate to the Township and the Township shall accept title to approximately 5 acres of land as depicted on Exhibit D attached hereto

and incorporated herein by this reference (the "Township Land"); or (y) make the Township Land available, at the Company's option for the development, sale, or lease to a medical office end user, at its then current fair market value. At the time of the land donation or the Township's direction to Company to proceed with the development, sale, or lease, of the Township Land to a medical office end user, the Township Land shall be valued at its fair market value as determined by an appraisal commissioned by the Company. The Township agrees for itself and the medical office end user to accept the Township Land in "as is" condition, and the Company makes no representations or warranties regarding the past, current or future condition of the Township Land. At the option of the Company, the Company will provide an easement or donation of additional land necessary for the construction of an access road as generally depicted on Exhibit D. The Township or the medical office end user shall be solely responsible for (i) any and all costs to construct, maintain and operate any and all improvements upon the Township Land, and (ii) any and all costs to construct, operate and maintain the access road, as will be described in a written agreement to be executed between the Township and Company, or the Company and the medical office end user, respectively as may apply. The Township and the Company shall negotiate in good faith for the provision of any easements necessary to extend utilities to the Township Land, and all costs to construct the extension of utilities shall solely be the obligation of the Township. The Company also shall have the right to erect signage and related landscaping improvements (including fencing) on the Township Land, and to provide for stormwater management on the Township Land, at the Company's cost and expense. If, pursuant to this Section 5(c), the Township directs company to develop, sell or lease the Township Land to a medical office end user, the Company and the medical office end user shall negotiate in good faith for the provision of any easements necessary to extend utilities to the Township Land, and all costs to construct the extension of utilities shall solely be the obligation of the medical end user. The medical office end user shall have the right to erect signage and related landscaping improvements (including fencing) on the Township Land subject to Township's zoning resolution and Company approval. The medical office end user shall also provide for necessary stormwater management on the Township Land, at its own cost and expense.

If the Township directs the Company to donate the land to the Township, the Township and Company agree that the Township Land shall only be used by the Township for the construction and operation of general Township administrative offices, which construction and operation shall be at the Township's sole cost and expense, as a Township park with associated park improvements, or as vacant Township-owned land (the "Agreed Township Uses"). Except as otherwise provided below in 5(c) below, the Township Land cannot be used for Township maintenance facilities, fire or EMS department operational facilities or any other purposes. Once conveyed, the Township may not sell, lease or otherwise convey the Township Land to any third party, including other governmental entities. The Township shall accept all reasonable requests for screening and landscaping to serve as a buffer between the Township Land and the Project, which requirements shall survive the transfer of the Township Land. The deed conveying the Township Land to the Township shall contain language restricting the use and disposition of the Township Land as provided in this Section 5(c) and shall include reversionary provisions that are self-executing such that any use other than the Agreed

Township Uses shall immediately re-vest in the Company all right title and interest to the Township Land as a matter of law, unless otherwise corrected to the satisfaction of the Company during the notice and cure period provided in the next paragraph herein below. The Township Land shall also be subject to deed restrictions upon transfer to the Township that permits only the Agreed Township Uses. Any violation of these deed restrictions by the Township shall result in the full and immediate reversion of the Township Land and any improvements constructed thereon to the Company, unless otherwise corrected to the satisfaction of the Company during the notice and cure period provided in the next paragraph herein below. In the event the Township land is used for any other purpose than the Agreed Township Uses, the Township agrees to take all steps necessary to execute a deed provided by the Company, conveying all right, title and interest in the Township Land back to the Company for recordation. Failure of the Township to provide a fully executed and authorized deed back to the Company may result in an action for specific performance, in which case the Township agrees it shall be responsible for the Company's costs of any action necessary to result in the title being acquired in the name of the Company, including reasonable attorneys' fees. In the event of a breach by the Township which cannot result in title to the Township Land re-vesting with the Company, the Company shall be entitled to damages including but not limited to the amount of the fair market value of the Township Land at the time of the breach and costs associated with any action to obtain said damages, including reasonable attorneys' fees.

Prior to Company's enforcement of its reversion of right, title and interest to the Township Land as expressly reserved in the preceding paragraph hereto, the Company shall provide written notice to the Township of Township's violation of the provisions of this Section 5(c) and/or the related deed restrictions. The Township shall proceed promptly to cure or remedy such violation within 30 days after receipt of such notice. In the event such violation is of a nature that it cannot be cured or remedied within that 30 day period, then the Township shall immediately (i) notify the Company of that fact in writing, (ii) commence all necessary action(s) to cure and remedy the breach within the 30 day period, and (iii) proceed diligently thereafter to cure and remedy the violation. If action is not taken or diligently pursued by the Township, or if the violation cannot be cured or remedied within a reasonable time following the 30 day period, and in no event shall the condition of violation exist for more than six months, then Company, without further notice or condition to anyone whatsoever, may take any and all steps consistent with fee simple ownership as a matter of law to correct the records of the County Auditor and immediately take possession of the Township Land. This provision of the Agreement shall survive closing of the transaction whereby Company conveys to the Township Land to the Township.

Section 5(c)(i). If the Township directs the Company to develop, sell, or lease the Township Land to a medical office end user as contemplated in this Section 5(c), the Township and/or medical office end user shall initiate a rezoning of the Township Land to permit a medical office use (the "Medical Office") upon the following conditions, which are material terms to his Agreement and this Section 5(c):

- (i) The Medical Office shall not include an emergency department or other similar use that would, in the Company's sole and absolute

discretion, create a disturbance or noise on the Parcels; and

- (ii) The Medical Office does not create an unreasonable traffic disturbance that adversely affects the Parcels in the Company's sole and absolute discretion.
- (iii) The Company shall have the right to review and approve of all zoning and engineering plans. The Company's approval shall not be unreasonably withheld so long as the zoning or engineering plans are consistent with and have no negative effects to the Company's development of adjacent property(s), the engineering plans are in conformance with applicable state and local rules and regulations, and are consistent with the format of Exhibit D hereto for vehicular access.

The above language related to the development, sale, or lease of the Township Land for the Medical Office use is expressly subject to all required zoning, engineering and traffic approvals being obtained by the Township or medical office user. In the event that the appropriate zoning and engineering approvals are not provided in a timely manner, as reasonably determined by the Company in its sole discretion, the above language regarding the construction of the Medical Office Facility shall be null and void, and the remaining requirements of this Agreement shall remain in place. Further, any additional traffic impacts from the Medical Office or medical office user shall be addressed at the sole cost of the Medical Office or medical office end user.

No later than 90 days prior to the date on which the Township takes title to the Township Land, the Township shall provide to the Company in writing a statement indicating that (i) the Company remains in compliance with all applicable zoning requirements after the conveyance of the Township Land, or, (ii) if changes are necessary to the zoning for the Parcels as a result of the conveyance of the Township Land, the Township at its sole cost and expense shall take the necessary actions to amend or modify the zoning for the Parcels such that the Company will remain in compliance prior to the conveyance of the Township Land.

The Company's obligations pursuant to this Section 5(c) are expressly conditioned upon the Company's purchase of the approximately 88-acre Pearl property with such tax parcel IDs being: 31921001037000, 31921001039000, 31924001040000, 31924001039000 and 31924001036000. Should the Company choose not to purchase the Pearl property for any reason or no reason at all, the Company's obligation to donate the Township Land shall be null and void, and all other terms and conditions of this Agreement shall remain in full force and effect.

Section 6. Conditions Precedent to Payments for Public Infrastructure Improvements. The Township shall make payments to the Company for Costs of the Public Infrastructure Improvements under Section 4 hereof and any interest thereon from the date those Costs are incurred by the Company after both of the following have been satisfied:

(a) The Company has provided to the Township a Written Requisition substantially in the form attached hereto as Exhibit C; and

(b) The Township Fiscal Officer has verified the Costs on the Written Requisition as payable under the TIF Resolution and this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed.

Upon satisfaction of the above conditions, the Township shall pay all of the Costs identified on a Written Requisition to the extent that sufficient monies are then existing in the TIF Fund. The Township Fiscal Officer shall act for the Township under this paragraph.

Section 7. Conditions Precedent to Company Obligations. All obligations of the Company contained in this Agreement are expressly subject to all of the following:

(a) The Company's purchase of the Parcels, singularly or collectively, as the case may be.

(b) The Company closing on a construction loan for a minimum of 300 multi-family rental units and commencing with the construction of the 300 multi-family rental units, in its sole and absolute discretion, it being acknowledged that that the Company may construct less than 300 multi-family rental units at a time, and the 300 multi-family rental unit threshold will be met when the sum of the multi-family rental units reaches 300.

(c) The Township providing final development plan approval for the Project that is acceptable to the Company.

If these conditions are not satisfied by December 31, 2029, this Agreement and all provisions hereof shall be null and void.

Section 8. Township Covenant Not to Divert TIF Funds. The Township covenants that it will not agree or consent to any amendment, modification or change to the TIF Resolution or this Agreement without the prior written approval of the Company and until the Company has been fully reimbursed for all Costs of Public Infrastructure Improvements and all interest thereon as provided in this Agreement.

Section 9. Certain Representations and Warranties of the Township. The Township represents and warrants as of the date of delivery of this Agreement that:

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

(b) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the Township enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State or of the United States of America applicable to the Township that would impair its ability to observe and perform its covenants, agreements and obligations under this

Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which the Township is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(f) The TIF Resolution has been duly adopted by the Township, has not been amended, modified or repealed, and is in full force and effect.

(g) It will deposit into the TIF Fund all Service Payments received by it and all Property Tax Rollback Payments made with respect to the Parcels and any investment earnings on that money or other amounts held in the TIF Fund.

(h) It will not amend, modify or repeal the TIF Resolution in any way or pass any other legislation or take any action that would affect the amount of Service Payments and Property Tax Rollback Payments deposited into the TIF Fund except as approved by the Company or required by law.

(i) It will not transfer, encumber, spend or use any monies on deposit in the TIF Fund other than as provided in this Agreement.

(j) It will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulation and provisions contained in this Agreement and the TIF Resolution, and in the event of default of any payments required to be made under this Agreement and that Resolution, or by any other agreement of the Township made part of this Agreement, the enforcement of those payments may be by mandamus, a suit in equity, an action at law, or any combination of those remedial actions;

(k) There is no litigation pending or to its knowledge threatened against or by the Township wherein an unfavorable ruling or decision would materially and adversely affect the Township's ability to carry out its obligations under this Agreement.

Section 10. Certain Representations and Warranties of the Company. The Company hereby represents and warrants as of the date of delivery of this Agreement that:

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

(b) It has the authority and power to execute and deliver this Agreement,

perform its rights hereunder, and it has duly executed and delivered this Agreement.

(c) It has the authority and power, but is not obligated, to construct or cause to be constructed the Improvement.

(d) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

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

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

Section 11. Provision of Information. The Company, as Owner, agrees for itself and each successive owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the Township to enable the Township to submit the status report required by Section 5709.73(I) of the Ohio Revised Code to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 12. Nondiscriminatory Hiring Policy. Pursuant to the Township's non-discriminatory hiring policy for recipients of property tax exemptions granted by the Township enacted in the TIF Resolution, the Company agrees and acknowledges that it does not deny employment to any individual solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 13. Prevailing Wage. The Company and the Township acknowledge and agree that the construction of Public Infrastructure Improvements owned or to be owned by the Township or another "public authority" (as defined in Section 4115.03(A) of the Ohio Revised Code) are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code, and all wages paid to laborers and mechanics employed to construct the Public Infrastructure Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages must

be determined in accordance with the requirements of that Chapter 4115. The Township and the Company have or will comply, and the Company has or will require compliance by all contractors working on any Public Infrastructure Improvements owned or to be owned by the Township or another public authority, with all applicable requirements of that Chapter 4115, including, without limitation, (i) obtaining the determination required by that Chapter 4115 of the prevailing rates of wages to be paid for all classes of work called for by the Public Infrastructure Improvements, (ii) obtaining the designation of a prevailing wage coordinator for the Public Infrastructure Improvements, and (iii) insuring that all subcontractors receive notification of changes in prevailing wage rates as required by that Chapter 4115.

Section 14. Estoppel Certificate. Within thirty (30) days after a request from the Company or any Owner of a Parcel, the Township will execute and deliver to the Company or Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Company or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if the Company or Owner is in default, specifying same; and (iii) such other matters as the Company or Owner reasonably requests.

Section 15. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

- (a) To the Township: Liberty Township
10104 Brewster Lane
Powell, Ohio 43065
Attention: Township
Administrator
- (b) To the Company: Schottenstein Real Estate Group, LLC
2 Easton Oval, Suite 510
Columbus, Ohio 43219
Attention: Donald J. Hunter, Senior Vice President of
Acquisitions and Development, and George
Harmanis, Chief Financial Officer

Section 16. Successors: Assignment: Amendments: Township Consents. This Agreement is binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the consent of the other party hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the preceding sentence, the

Company may, without the consent of the Township, assign its rights under this Agreement in whole or in part (i) to an entity affiliated with or related to the Company; (ii) for the purpose of causing the construction of Public Infrastructure Improvements by or on behalf of any another entity, affiliated or otherwise, governmental or private sector, as contemplated by this Agreement; and (iii) for the purpose of obtaining financing (including any refinancing) for the Public Infrastructure Improvements and the Project, and the Township will cooperate with any reasonable request in connection with any assignment under clauses (i), (ii) or (iii) of this sentence. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Parcels to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent of the Township to be given under this Agreement may be given by the Fiscal Officer and shall be given in writing.

Section 17. Extent of Covenants: No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the Township may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement shall be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and neither the members of the Township Board of Trustees nor any Township official executing this Agreement, or any individual person executing this Agreement on behalf of the Company, shall be liable personally by reason of the covenants, stipulations, obligations or agreements of the Township or the Company contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Company shall be binding and enforceable by the Township against the Company with respect to (and only to) the Company's interest in its portion of the Parcels and the Improvement, or any parts thereof or any interest therein.

Section 18. Separate Counterparts: Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 20. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, as of the date hereof, unless otherwise agreed to by the parties in writing. No subsequent change in law shall apply retroactively to reduce the benefits or obligations as set forth herein unless otherwise expressly agreed to in writing by the parties. All claims, counterclaims, disputes and other matters in question among the Township, its employees, contractors, subcontractors and agents, and the Company, its 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 the County of Delaware, State of Ohio.

Section 21. Additional Documents. The Township, the Company and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Township and the Company have caused this Tax Increment Financing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

LIBERTY TOWNSHIP (DELAWARE COUNTY), OHIO

By: Melanie Keeghan
Township Trustee

By: Michael Kemper
Township Trustee

By: John A. Keegan
Township Trustee

SCHOTTENSTEIN REAL ESTATE GROUP, LLC

By: Donald J. Hunter

Printed: Donald J. Hunter

Title: SENIOR VICE PRESIDENT

EXHIBIT A

The Parcels are comprised of the real estate situated in Liberty Township, Delaware County, Ohio shown on the attached depiction and comprised of the following tax year 2018 identification numbers, subject to future splits and/or combinations, which future splits or combinations may result in a change to the identification numbers and/or create Parcels within the Property with boundaries that differ from the current boundaries:

31921001037000
31921001039000
31924001040000
31924001039000
31924001036000
31921001036000
31921001028000
31921001011000
31921001027000
31921001026000

LOCATION MAP AND BACKGROUND DRAWING.
NOTE TO SCALE.



NOTE:
This exhibit is based on existing record information and not on an actual field survey.

[illegible]

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all their related "costs" (as that term is defined in Section 4 of this Agreement):

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- The "Primary Road" consisting of public roadway system for circulation and connectivity purposes which will connect the Project to Sawmill Parkway, Hyatts Road, and Steitz Road; as depicted on the Primary Road Map, such Primary Road to include Segments 1, 2, 3 and 4. The Primary Road Map is incorporated herein to Exhibit B. As depicted on the Primary Roadway Map, Segment 1 is expected to include the construction of approximately 5800 linear foot boulevard roadway, roundabout(s), 20 foot lanes, a 12 foot median and an 80 foot public right of way (subject to modification). In addition, the construction of the Primary Road is expected to include, but not be limited to, curbs and gutters, sidewalks/multi-use paths, storm sewers, sanitary sewers, watermain and appurtenances, gas facilities, electric facilities, communication facilities, lighting, stormwater management facilities, landscaping, street trees, signage, artwork, sculptures and/or other streetscape improvements, and traffic signalization. The specifications, design and final configuration of the Primary Road are subject to change and modification in whole, or in part.
- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Parcels and the Public Infrastructure Improvements located in the public right-of-way or within public easements.
- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths that connect the Parcels to any public school facility, including improvements on the Parcels and any public school property.
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.
- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described above.
- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, the acquisition of the Township Land and any acquisition of land in connection with the Township's taking title to any Public Infrastructure Improvements.
- Any other public infrastructure improvements, pursuant only to a written request by the Company, constructed or maintained by or on behalf of the Township that are determined by the Board of Township Trustees to directly benefit the Parcels.

Notwithstanding anything to the contrary in this Agreement or the TIF Resolution, the Public Infrastructure Improvements may include, but are not limited to, (i) cash payments to the School District for the School District's construction of Public Infrastructure Improvements made to School District facilities, and (ii) payments made to other governmental entities for the construction of Public Infrastructure Improvements within Delaware County as allowed under law. In addition, the Company may assign a portion of future Service Payments to another governmental entity or private entity to reimburse that entity for Costs incurred by that entity for Public Infrastructure Improvements.

EXHIBIT C

FORM OF WRITTEN REQUISITION

No. ____

(For Cost of Work)

To: Liberty Township (Delaware County), Ohio

Attention: _____, _____

Subject: Written Requisition for Public Infrastructure Improvements pursuant to the terms of the Tax Increment Financing Agreement dated _____, 2019 (the "Agreement"), by and between Liberty Township (Delaware County), Ohio and Schottenstein Real Estate Group, LLC (the "*Developer*").

You are hereby requested to approve the amount of \$ _____ as Cost of the Work for the purposes set forth in Item I attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Written Requisition have the respective meanings assigned to them in the Agreement.

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

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Written Requisition;

(ii) The disbursement herein requested is for an obligation properly incurred, is a proper charge as a Cost of the Work (as defined in the Agreement), and has not been the basis of any previous reimbursement request;

(iii) The Developer is in material compliance with all provisions and requirements of the Agreement;

(iv) The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;

(v) The Developer has, or the appropriate parties on the Developer's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the Public Infrastructure Improvements or any part thereof which warranties have vested in the Developer;

(vi) The Developer is either (i) not aware of any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials for the Public Infrastructure Improvements for which reimbursement is requested pursuant to this Written Requisition; or (ii) has provided security discharging any known attested account claims.

EXECUTED this ____ day of _____, 2019.

By: _____

Printed: _____

Title: _____

ITEM I

Requisition No. _____ for the Public Infrastructure Improvements

Pay to _____

Amount \$ _____

For Account of:

Account Number:

Wiring Instructions:

For the purpose of reimbursing the following payments previously paid by the Developer for the Public Infrastructure Improvements:

Name of Vendor	Service Rendered	Time Period	Cost of Service Rendered
----------------	------------------	-------------	--------------------------

1.

2.

EXHIBIT D

DEPICTION OF TOWNSHIP LAND

(ATTACHED HERETO)

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO
EXHIBIT D

FOR
LIBERTY GRAND COMMUNITIES
SUBAREA F

DATE: July 2019

SCALE: 1" = 100'

JOB NO.: 2019-0648

