

AMENDMENT TO THE PETITION FOR SPECIAL ASSESSMENTS FOR SPECIAL ENERGY IMPROVEMENT PROJECTS AND AFFIDAVIT

AN AMENDMENT TO THE PETITION TO THE CITY OF COLUMBUS, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS AGAINST PROPERTY OWNED BY THE PETITIONER TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS WHICH SPECIALLY BENEFIT SUCH PROPERTY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The Mayor and City Council of the City of Columbus, Ohio

Trolley Barn LLC, an Ohio limited liability company (the “Petitioner”), as the current owner of 100% of the property described on Exhibit A attached to the Petition (as defined below) (the “Property”), submitted a petition to the Council (the “Legislative Authority”) of the City of Columbus, Ohio (the “Political Subdivision”) on or before March 3, 2020 (the “Petition”) pursuant to Ohio Revised Code Chapter 1710. All capitalized terms used in this Amendment when the rules of grammar would not so require and not defined in this Amendment shall have the meanings assigned to them in the Petition.

The Petition included as Exhibit B, the Columbus Regional Energy Special Improvement District Program Plan, Supplement to Plan for 200 and 212 Kelton Avenue, Columbus, Ohio Project (the “Supplemental Plan”). The Supplemental Plan included, as its Attachment A, a list of special assessments which the Petitioner requested that the Political Subdivision levy on the Property in the amounts listed (the “Special Assessments”). On March 3, 2020, the Interim Director of Development, on behalf of the Legislative Authority, approved the Petition and Supplemental Plan attached to the Petition and determined the Special Assessments to be levied against the Property pursuant to the Standing Assignment Agreement dated as of July 24, 2019 (the “Standing Assignment Agreement”) between the Political Subdivision and Columbus Regional Energy Special Improvement District (the “District”) and the Addendum No. 2020-02 to the Standing Assignment Agreement (the “Addendum”) between the Political Subdivision and the District.

Since the date of the Petition and the date on which the Special Assessments were levied, the Petitioner and Columbus-Franklin County Finance Authority (the “Finance Authority”), as assignee of the Special Assessments under the Energy Project Cooperative Agreement dated as of March 13, 2020 (the “Energy Project Cooperative Agreement”) between the Petitioner, the Political Subdivision, the Finance Authority, and the District have determined that the Special Assessments to be levied and collected should be amended in order to address events that have taken place since the respective dates of the Petition, the levying of the Special Assessments, and the Energy Project Cooperative Agreement.

The Petitioner therefore hereby respectfully requests that the Development Director, on behalf of the Political Subdivision: (1) approve this Amendment to the Petition to:

1. Cause Attachment A to the Supplemental Plan, included as Exhibit B to the Petition, to be amended as shown on **Exhibit 1**, attached to, and incorporated into, this Amendment; and
2. Amend the Special Assessments so that they are levied on the Property in the amounts stated on **Exhibit 1**.

Except as expressly modified by this Amendment, all of the provisions of the Petition shall remain in full force and effect and be binding in accordance with their terms.

The Petitioner hereby re-states, as if set forth fully in this Amendment, each of the waivers contained in the Petition, including, without limitation, the waivers set forth in the Petition.

The Petitioner acknowledges and understands that the Political Subdivision and the District relied on the Petition and will rely on this Amendment in taking actions and expending resources. Therefore, this Amendment shall be irrevocable and shall be binding upon the Petitioner, any successors or assigns of the Petitioner, the property as identified in Exhibit A of the Petition, as amended by this Amendment, and any grantees, mortgagees, lessees, or transferees of such property.

The Petitioner further deposes and states that this Amendment and actions provided for in this Amendment impose burdens and obligations upon the Property and provide for Special Assessments to be levied upon the Property in accordance with this Petition.

The undersigned further deposes and states that he or she is the authorized representative of the Petitioner, duly authorized to execute and deliver this Amendment for and on behalf of the Petitioner and to bind the Property as described in this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by its authorized representative, as set forth below.

PETITIONER:

TROLLEY BARN LLC

By: [Signature]

Name: Brad Dittays

Title: manager

STATE OF Ohio)

COUNTY OF Franklin)

SS:

On the 21st day of February, 2023, personally appeared before me, a notary public in and for the State and County listed above, Brad Dittays, the Manager of Trolley Barn LLC, who acknowledged that he or she did execute the foregoing Amendment on behalf of Trolley Barn LLC and that the same was the free act and deed of such officer and of such limited liability company. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Signature]
Notary Public
My commission expires: 10-15-27

[SEAL]



JOLENE SPECTOR
Notary Public
State of Ohio
My Comm. Expires
October 15, 2027

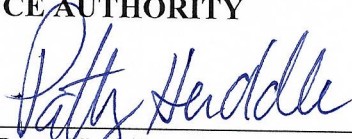
FINANCE AUTHORITY'S CONSENT AND ACKNOWLEDGEMENT

The Columbus-Franklin County Finance Authority, as the "Finance Authority" under the Energy Project Cooperative Agreement by and among the Finance Authority, the Columbus Regional Energy Special Improvement District, Inc., and Trolley Barn LLC (the Energy Project Cooperative Agreement), acknowledges the reduction in the "Special Assessments" (as defined in the Energy Project Cooperative Agreement) levied on Franklin County Parcel Number 010-066585-00 to pay the costs of the Project (as defined in the Energy Project Cooperative Agreement) such that the total annual amount to be collected for tax years 2024 through 2039 is \$96,988.59. The Finance Authority, as the Finance Authority under the Energy Project Cooperative Agreement, approves and consents to that reduction.

Date: 2/23/2023, 2023

**COLUMBUS-FRANKLIN COUNTY
FINANCE AUTHORITY**

By:



Patty Huddle, Vice President

EXHIBIT 1

AMENDMENT TO ATTACHMENT A TO SUPPLEMENTAL PLAN

Attachment A to the Supplemental Plan is hereby deleted in its entirety and replaced with the following:

Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs—\$3,336,897.02

Estimated average semi-annual special assessments for years 2024-2039: \$96,988.59

Number of semi-annual assessments: 36

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The schedule of Special Assessments for the Authorized Improvements is as follows:

Borrower Payment Date	Payment to Lender on	Principal	Interest 5.00%	Accrued Interest	Trustee Fee	ESID Admin Fee	Semiannual Assessment	Outstanding Balance
	11/15/22							\$ 2,167,934.41
01/31/23	05/15/23	31,793.35	\$ 84,007.46	\$ -	\$ 250.00	\$ 580.25	\$ 116,631.07	2,136,141.05
07/31/23	11/15/23	33,025.35	82,775.47	-	250.00	580.25	116,631.07	2,103,115.70
01/31/24	05/15/24	43,678.16	52,577.89	-	250.00	482.53	96,988.59	2,059,437.54
07/31/24	11/15/24	44,770.12	51,485.94	-	250.00	482.53	96,988.59	2,014,667.42
01/31/25	05/15/25	45,889.37	50,366.69	-	250.00	482.53	96,988.59	1,968,778.05
07/31/25	11/15/25	47,036.61	49,219.45	-	250.00	482.53	96,988.59	1,921,741.45
01/31/26	05/15/26	48,212.52	48,043.54	-	250.00	482.53	96,988.59	1,873,528.93
07/31/26	11/15/26	49,417.83	46,838.22	-	250.00	482.53	96,988.59	1,824,111.09
01/31/27	05/15/27	50,653.28	45,602.78	-	250.00	482.53	96,988.59	1,773,457.81
07/31/27	11/15/27	51,919.61	44,336.45	-	250.00	482.53	96,988.59	1,721,538.20
01/31/28	05/15/28	53,217.60	43,038.46	-	250.00	482.53	96,988.59	1,668,320.60
07/31/28	11/15/28	54,548.04	41,708.02	-	250.00	482.53	96,988.59	1,613,772.56
01/31/29	05/15/29	55,911.74	40,344.31	-	250.00	482.53	96,988.59	1,557,860.82
07/31/29	11/15/29	57,309.54	38,946.52	-	250.00	482.53	96,988.59	1,500,551.28
01/31/30	05/15/30	58,742.27	37,513.78	-	250.00	482.53	96,988.59	1,441,809.01
07/31/30	11/15/30	60,210.83	36,045.23	-	250.00	482.53	96,988.59	1,381,598.18
01/31/31	05/15/31	61,716.10	34,539.95	-	250.00	482.53	96,988.59	1,319,882.08
07/31/31	11/15/31	63,259.00	32,997.05	-	250.00	482.53	96,988.59	1,256,623.07
01/31/32	05/15/32	64,840.48	31,415.58	-	250.00	482.53	96,988.59	1,191,782.59
07/31/32	11/15/32	66,461.49	29,794.56	-	250.00	482.53	96,988.59	1,125,321.10
Finance Authority Optional Call Date: 11/15/2032 Call Amount: \$1,125,321.10								
01/31/33	05/15/33	68,123.03	28,133.03	-	250.00	482.53	96,988.59	1,057,198.07
07/31/33	11/15/33	69,826.10	26,429.95	-	250.00	482.53	96,988.59	987,371.97
01/31/34	05/15/34	71,571.76	24,684.30	-	250.00	482.53	96,988.59	915,800.21
07/31/34	11/15/34	73,361.05	22,895.01	-	250.00	482.53	96,988.59	842,439.16
01/31/35	05/15/35	75,195.08	21,060.98	-	250.00	482.53	96,988.59	767,244.08
07/31/35	11/15/35	77,074.95	19,181.10	-	250.00	482.53	96,988.59	690,169.13
01/31/36	05/15/36	79,001.83	17,254.23	-	250.00	482.53	96,988.59	611,167.30
07/31/36	11/15/36	80,976.87	15,279.18	-	250.00	482.53	96,988.59	530,190.43
01/31/37	05/15/37	83,001.30	13,254.76	-	250.00	482.53	96,988.59	447,189.13
07/31/37	11/15/37	85,076.33	11,179.73	-	250.00	482.53	96,988.59	362,112.80
01/31/38	05/15/38	87,203.24	9,052.82	-	250.00	482.53	96,988.59	274,909.57
07/31/38	11/15/38	89,383.32	6,872.74	-	250.00	482.53	96,988.59	185,526.25
01/31/39	05/15/39	91,617.90	4,638.16	-	250.00	482.53	96,988.59	93,908.35
07/31/39	11/15/39	93,908.35	2,347.71	-	250.00	482.53	96,988.59	0.00
Totals		\$ 2,167,934.41	\$ 1,143,861.02	\$ -	\$ 8,500.00	\$ 16,601.48	\$ 3,336,896.91	