FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING DATED FEBRUARY 23, 2006 BY AND BETWEEN THE CITY OF COLUMBUS, OHIO, M/I HOMES OF CENTRAL OHIO, LLC, DOMINION HOMES, INC., AND HOMEWOOD CORPORATION (AND ADDING VILLAGE COMMUNITIES CORPORATION AS A NEW DEVELOPER PARTY, AND ADDING MURPHY DEVELOPMENT COMPANY FOR THE LIMITED PURPOSES STATED)

This First Amendment ("Amendment") to that certain Memorandum of Understanding dated February 23, 2006 ("Northeast MOU") is entered into as of the last date of signature below (the "Amendment Effective Date") by and between the City of Columbus, Ohio ("Columbus"), M/I Homes of Central Ohio, LLC ("M/I"), Dominion Homes, Inc. ("Dominion"), Homewood Corporation ("Homewood"), and Village Communities Corporation ("Village Communities"). M/I, Dominion, Homewood, and Village Communities are sometimes referred to herein individually as a "Developer" or collectively as "Developers." Murphy Development Company ("Murphy") is included as a party for the limited purposes set forth in Section 13 of this Amendment.

WHEREAS, Columbus, M/I, Dominion, and Homewood constitute all of the parties to the "Northeast MOU," which was executed for the purpose of setting forth the parameters and limits for each of the Developers' contributions ("Pay As We Grow Contributions") to new public infrastructure and facilities improvements related to the development of their respective real property holdings generally located to the east of the intersection of Lee Road and Central College Road in the City of Columbus, Ohio; and

WHEREAS, subsequent to the effective date of the Northeast MOU, Village Communities purchased from Dominion that portion of the Dominion Property (as that term is defined in and shown on Exhibit A to the Northeast MOU) located south of Warner Road (hereinafter referred to as the "Village Communities Property"); and

WHEREAS, Columbus, M/I, Dominion, Homewood and Village Communities desire that Village Communities shall become a party to the Northeast MOU in order to clarify and affirm that the terms of the Northeast MOU and this Amendment are applicable to the Village Communities Property, and to set forth Village Communities rights and obligations as a party; and

WHEREAS, subsequent to the effective date of the Northeast MOU, Dominion additionally assigned to Murphy, which was not a party to the Northeast MOU, but is a party to this Amendment for the limited purposes set forth in Section 13, below, its rights to purchase that portion of the Dominion Property (as that term is defined in and shown on Exhibit A to the Northeast MOU) located at the southeast corner of Central College and Ulry Roads (hereinafter the "Murphy Property"), pursuant to an agreement whereby the obligation to make the cash payment under Article I, Section 1 of the Northeast MOU of \$731.35 at time of building permit for each residential unit constructed on the Murphy Property was also assigned to Murphy, but Dominion remained responsible for "Road Improvement Projects" under Article I, Section 2 of the Northeast MOU related to the Murphy Property; and

WHEREAS, to more clearly set forth the relative obligations of M/I, Dominion, Homewood, and Village Communities with respect to "Road Improvement Projects" provided for under the Northeast MOU, a "Revised Exhibit B" listing Developers' respective responsibilities for road improvement projects is being substituted for the Exhibit B to the Northeast MOU executed as of February 23, 2006; and

WHEREAS, the Northeast MOU contemplates the conveyance of certain real property from M/I to Columbus for the purpose of facilitating the future construction of a school and/or the creation of a park thereon; and

WHEREAS, the Northeast MOU requires the creation and operation of a community development district, entitled the Central College Community Development District, or "CCCDD," and its governing body is a community development authority, the Central College Community Development Authority or "CCCDA," in accordance with Chapter 349 of the Ohio Revised Code, for the purpose of encumbering the land contained therein with the requirement to pay an annual community development charge which is to be collected and used in accordance with the terms of the Northeast MOU and which such CCCDD was created by legislation of Columbus City Council on July 28, 2008 in Ordinance No. 1271-2008; and

WHEREAS, Columbus and the Developers recognize the need to amend the Northeast MOU to clarify the terms under which M/I is to transfer certain real property to Columbus to be used for school and/or park purposes and to identify the manner in which annual community development charges to be collected throughout the CCCDD may be used; and

WHEREAS, due to changes in circumstances since the execution of the Northeast MOU, both Columbus and the Developers recognize the need to amend the Northeast MOU in order to update information relating to the contributions that have been made by each of the Developers to date toward the infrastructure improvements contemplated by the Northeast MOU.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Northeast MOU, Columbus, M/I, Dominion, Homewood, and Village Communities hereby agree as follows:

1. Village Communities has purchased and currently owns the Village Communities Property. Through their execution of this Amendment and as of the Amendment Effective Date, Columbus, M/I, Dominion, Homewood, and Village Communities agree that Village Communities shall be a party to the Northeast MOU and shall be deemed to be a "Developer" as that term is defined in the Northeast MOU. Village Communities shall be responsible for the payment of the Pay As We Grow Contribution of Two Thousand Three Hundred Dollars (\$2,300) for each residential unit that is constructed on the Village Communities Property, which shall be paid as follows: Village Communities shall pay \$731.35 per unit for residential units constructed on the Village Communities I of the Northeast MOU (as amended by Section 3 of this Amendment, below), and shall be responsible for the Road Improvement Project contributions in the amounts and schedule as set forth on Revised Exhibit B attached to this Amendment. The parties acknowledge that value of the

Village Communities Road Improvement contributions as identified on Revised Exhibit B and the payment of \$731.35 per unit fulfill the total contributions required under the introductory paragraph to Article I of the Northeast MOU for the Dominion Property for Village Communities.

2. Dominion has paid the cash payment of \$731.35 in connection with 212 residential units constructed on the Dominion Property to date (total payment of \$155,046.20), and will make per unit payments of \$731.25 per unit for additional residential units (beyond the 212) constructed or to be constructed on the Dominion Property, excluding the Village Communities Property (which payments are to be addressed by Village Communities under Section 1, above), and further provided that cash payments for units to be constructed on the Murphy Property shall be paid by Murphy or its successor, pursuant to the assignment of that obligation to Murphy in connection with Murphy's purchase of the Murphy Property, and as provided for in Section 13, below. Dominion's future per unit payments shall be made in accordance with the procedure set forth in substituted Article I, Section 1 of the Northeast MOU, as amended by Section 3 of this Amendment, below. Dominion shall remain responsible for Road Improvement Project contributions under Article I, Section 2 of the Northeast MOU, provided that the "agreed value of the Dominion Road Improvements" shall be revised to be \$1,066,682 instead of \$1,556,100.00, and shall be in accordance with the amounts and schedule as set forth Revised Exhibit B attached to this Amendment and not Exhibit B as attached to the Northeast MOU (See Section 6 below). The parties acknowledge that certain of the Dominion Road Improvement contributions have already been made, and further acknowledge that the revised agreed value of the Dominion Road Improvement contributions, namely \$1,066,682, is adequate to, when combined with the payments of \$731.35 per unit to be paid by Dominion and Murphy, fulfill the total contributions required under the introductory paragraph to Article I of the Northeast MOU for the Dominion Property (excluding the Village Communities Property) and the Murphy Property (assuming that 597 units are ultimately built on the remaining Dominion Property and 101 units are built on the Murphy Property, as provided for under currently effective zoning requirements).

3. Article I, Section 1 of the Northeast MOU is hereby amended and shall now read as follows:

"Section 1. Per Unit Payments by Developers. Each Developer will by 15 days after the final execution of this Amendment, or November 30, 2009, whichever is later, submit to Columbus a reconciliation report indicating the total number and location (including address and parcel ID number) of all residential units built through September 30, 2009. This report shall also indicate the number and location of built residential units for which payment has already been made to Columbus, and the number and location of built residential units for which payment has not yet been made to Columbus, and be accompanied by payment for those built residential units for which payment has not yet been made to Columbus. On or before the 15th day of the month immediately following the end of a calendar quarter in which units have been built (commencing with January 15, 2010) each Developer will submit to the Columbus a report for the preceding calendar quarter (commencing with the fourth calendar quarter of 2009) indicating the number and location of residential units built during that quarter, and enclosing payment for that number of units multiplied by the per unit sums indicated below as due from that Developer. For purposes of the preceding sentences, a unit is "built" when it is framed, sided and under roof. The reporting shall be done in accordance with guidelines to be

provided by the Columbus Department of Development, and the Department will undertake periodic verification. For each residential unit constructed on the M/I Property, M/I shall pay to Columbus the sum of \$585.45. For each residential unit constructed on the Homewood Property, Homewood shall pay to Columbus the sum of \$851.21. For each residential unit constructed on the Dominion Property, Dominion shall pay to Columbus the sum of \$731.35. For each residential unit constructed or to be constructed on the Village Communities Property, Village Communities shall pay to Columbus the sum of \$731.35.

The parties acknowledge that the amount set forth in this Section to be paid by each Developer is based on the expected number of residential units to be built in light of the zoning density approved by Columbus. Notwithstanding any other provision of this Agreement, no Developer shall be required to pay more or less than \$2,300 in cash, agreed land dedications and/or agreed improvements of or contributions to offsite roadway improvements for each of the residential units actually built by said Developer on its Property. In the event a Developer demonstrates it has paid more than the required amount, said Developer shall be entitled to a refund of such overpayment from Columbus, and in the event Columbus demonstrates a Developer has paid less than said amount, said Developer shall be required to pay to Columbus such unpaid balance. Notwithstanding the foregoing, in the event the zoning density as approved by Columbus as of the date of the execution of the Northeast MOU and any amendments thereto is changed by final action of Columbus City Council to either increase or decrease the number of units to be constructed on the Property of any of the Developers, the obligation of that Developer or its successors shall be modified to reflect the payment in cash or agreed upon improvements to reflect a total contribution of \$2,300 for each unit to be built on that Developer's Property, with the specifics of the modified obligations (adjustment to cash payments, improvements or a combination thereof) to be agreed upon in writing by Columbus (through its Directors of Development and Public Service) and the Developer or its successors."

4. Article I, Section 2 of the Northeast MOU is hereby amended as follows:

a. The agreed value of the M/I Road Improvements shall be revised to be \$1,674,031 instead of \$1,757,410.

5. Article I, Section 4 of the Northeast MOU is hereby amended and shall now read as follows:

"Section 4. School/Park Site.

A. Columbus desires to facilitate the construction of a school and/or the creation of a park within the boundaries of the CCCDD to serve current and future residents of the CCCDD and beyond. Columbus and M/I mutually agree that approximately 10.3± acres of the M/I Property (the "School/Park Site"), which acreage is currently owned by M/I and is depicted and described in "Revised Exhibit C" attached hereto and incorporated by reference, shall be transferred to Columbus pursuant to the terms of this Agreement.

B. Columbus and M/I shall make reasonable efforts to negotiate and execute a purchase agreement for the School/Park Site on or before January 31, 2011 that includes the

CCCDA as a party and contains the same or similar terms as are set forth in this paragraph. The purchase agreement shall obligate the CCCDA to pay to M/I, from the CCCDA's collection of revenue from the School/Park Charge (as that term is defined in Article II, Section I below), the sum of Four Hundred Sixty-Eight Thousand Forty Dollars (\$468,040) (the "School/Park Site Compensation") as consideration for the transfer of the School/Park Site to Columbus. The School/Park Site Compensation is equal to the price that M/I paid for the purchase of the School/Park Site. The purchase agreement shall permit payment of the School/Park Site Compensation by the CCCDA to M/I in installments over a period of time in accordance with Article II, Section 1 below, provided, however, that the School/Park Charge shall not be permitted to be used for any other purpose until such time as the School/Park Site Compensation is paid to M/I. The purchase agreement shall further require that at the time of closing of the transfer of the School/Park Site the CCCDA shall deliver to M/I a promissory note in the amount of the School/Park Site Compensation. The promissory note shall bear tax-exempt interest on any remaining unpaid principal balance at the annual rate announced by The Bond Buyer 11 Bond GO Index from time to time. Nothing herein shall be read to require the CCCDA to make any payments to M/I of the School/Park Site Compensation or on the associated promissory note until the later of such time as the CCCDA begins collecting the School/Park Charge that is applicable to property in the CCCDD or upon the effective date of the purchase agreement for the School/Park Site. The parties shall make all reasonable efforts to close on the transfer of the School/Park Site by M/I to Columbus on or before April 30, 2011. If the closing of the transfer of the site occurs during 2010, M/I will continue to be responsible for all taxes on the site through the end of the year. If the closing of the transfer of the site occurs during 2011, M/I will be responsible for taxes before the closing of the transfer and Columbus will be responsible for taxes after the closing of the transfer."

6. Article II, Section 1 of the Northeast MOU is hereby amended and shall now read as follows:

"Section 1. <u>Community Development Authority.</u> Columbus and the Developers have established the CCCDD in accordance with Chapter 349 of the Ohio Revised Code. The CCCDA, which has been established to manage the affairs of the CCCDD, is governed by a board of trustees (the "Board") consisting of seven members. The Board includes one member appointed by M/I, one member appointed by Dominion, and one member appointed by Homewood. The remaining four members of the Board have been and shall be appointed by Columbus in accordance with Section 349.04 of the Ohio Revised Code.

The Developers have encumbered their respective portions of the Developers' Property with a Declaration of Covenants and Restrictions for the CCCDD (the "CCCDD Covenants"). The CCCDD Covenants run with the land and require each current and future owner of all or any portion of the Developers' Property (including all future homeowners and commercial property owners) to pay an annual four (4) mill Community Development Charge (as such term is defined in Section 349.01 of the Ohio Revised Code) to the CCCDA. This Community Development Charge is equal to the product of 0.004 multiplied by the "Assessed Value" of each property for a period of twenty (20) years commencing one (1) year after the date of completion of the construction of the residential or commercial structures (as evidenced by a Certificate of Occupancy) (this payment shall be referred to herein as the "Central College Community Development Charge," or CCCDC). The "Assessed Value" of such property is equal to thirty-five percent (35%) of the appraised value of the property as established from time to time by the Franklin County Auditor and shown on the tax duplicate for such property. The documents establishing the CCCDD, the CCCDA, the CCCDC, and the CCCDD Covenants have been executed by all relevant parties. These documents permit the use of the CCCDC for payment of the costs of the acquisition, development, construction, operation, and maintenance of "Community Facilities," as that term is defined in Section 349.01 of the Ohio Revised Code.

At each collection of the CCCDC by the CCCDA, the CCCDC shall first be used to pay any expenses (the "CCCDA Expenses") that have been incurred to operate the CCCDA. One-half (1/2) of the remaining CCCDC (the "General Purpose Charge") collected by the CCCDA after the payment of the CCCDA Expenses shall be paid to or at the direction of Columbus, or to a trustee designated by Columbus, for (i) the payment of capital improvements and the financing thereof and associated operating and maintenance costs for public services including, but not limited to, police, fire, and refuse collection services and community facilities to serve the residents and property in the CCCDD, together with reasonable and appropriate costs of creating, expanding, and operating the CCCDD and the CCCDA and the new community development program for the CCCDD; and (ii) for the payment of costs associated with such other projects as the CCCDA deems appropriate, but only if the amount of the CCCDC that is available is greater than the amount necessary for Columbus to meet the requirements in (i) above as determined by Columbus. The remaining one-half (1/2) of the CCCDC after payment of the CCCDA Expenses (the "School/Park Charge") shall be paid by the CCCDA to M/I for payment of the School/Park Site Compensation until the School/Park Compensation is paid. The School/Park Charge shall be used for no other purpose until that time. After the School/Park Site Compensation has been paid to M/I, the School/Park Charge shall be permitted to be used, spent, and distributed in the same manner as the General Purpose Charge.

7. Due to the fact that various road improvements as contemplated by the Northeast MOU have been completed as of the effective date of this Amendment, and to reflect the modification of rights and responsibilities of the Developers concerning road improvement projects in light of Village Communities becoming a party, Columbus and the Developers desire to update certain information relating to the Developers' respective contributions to these improvements. In order to effectuate this update, the document that was attached to and incorporated within the Northeast MOU as "Exhibit B" shall be and is hereby replaced with "Revised Exhibit B," which is attached hereto and is hereby incorporated by reference into the Northeast MOU, and which shall define the Road Improvement Project contribution requirements of the Developers and shall illustrate the locations and limits of the various projects. As of the effective date of this Amendment all references to "Exhibit B" in the Northeast MOU and any amendments thereto shall be replaced with the term "Revised Exhibit B." 8. Article I, Section 2 of the Northeast MOU shall be amended as follows:

a. By the addition of a sentence at the end of the existing Article I, Section 2, that reads:

"The Developer that is responsible for the design of any public improvement shall obtain written approval from the Department of Public Service prior to commencing design of that public improvement."

b. By the addition of a new paragraph, at the end of amended Article I, Section 2, that reads:

"The parties anticipate that future revisions to 'Revised Exhibit B' may be necessary on occasion as the area continues to develop and road improvement projects are completed. To facilitate those revisions, Columbus and the Developers agree that such revisions may be effected administratively provided that both Columbus' Director of Development and Director of Public Service, in their sole discretion, determine that any proposed revision meets all the following criteria: (i) the revision will not materially alter the terms of the Northeast MOU, as amended, or the obligations or rights of the parties as provided therein; (ii) the revision is solely for the purpose of updating the parties' mutual understandings with respect to the costs incurred or to be incurred and the nature of the improvements made or to be made by relevant Developers; and (iii) the revision will result in no additional expense or cost to Columbus. In addition to any reviews of or revisions to Revised Exhibit B that occur during the normal course of events, Columbus and the Developers shall meet on an annual basis to review the exhibit and to determine if any revisions to the document are necessary based on then-current circumstances. Revisions agreed to pursuant to this paragraph shall be effective and binding on the parties only after all the following actions are taken:

A. Any updated version of the 'Revised Exhibit B' shall be signed by Columbus' Director of Development or his or her designee, Columbus' Director of Public Service or his or her designee, and each of the Developers; and

B. The updated version of the 'Revised Exhibit B' shall be dated and shall contain language specifically providing that all prior versions of the exhibit are of no further force and effect."

9. The second sentence of Article II, Section 2 of the Northeast MOU shall be amended to read, in its entirety as follows:

"Columbus shall apply the revenue (the "TIF Revenue") it receives from the CCTIFD as follows (subject to the TIF Revenue sharing provisions contained in the Ordinance approving the CCTIFD): first, reasonable and appropriate costs of creating, establishing and expanding the CCTIFD; second, to the payment for the infrastructure improvements as set forth in Revised Exhibit B; and third, to the cost of capital improvements to serve the residents and property in the CCTIFD."

10. Site development of any of the properties addressed by the Northeast MOU and this amendment may proceed notwithstanding that improvements to be completed at a future time

under Revised Exhibit B have not yet been completed, and improvements addressed in Revised Exhibit B shall not be required to be separately secured or bonded as part of site development approvals.

11. Due to the nature of improvements provided for in Revised Exhibit B, and specifically the construction of Hamilton Road as a major public roadway improvement, Homewood shall be permitted to re-plat the Homewood Property without the payment of right of way vacation fees to Columbus.

12. Unless otherwise set forth herein, all terms in this Amendment shall have the same meanings as set forth in the Northeast MOU. Unless otherwise specifically amended herein, all of the provisions of the Northeast MOU shall remain in full force and effect.

13. Murphy is a party to this Amendment for the specific and limited purposes set forth in this Section 13, and for no others.

A. Murphy acknowledges and agrees that it will fulfill the obligation to make per unit payments of \$731.35 for each unit to be constructed on the Murphy Property as defined herein. Murphy further agrees and acknowledges that, notwithstanding provisions of the Northeast MOU, and the terms of the assignment by Dominion to Murphy, stating that per unit payments would be made at time of building permit, per unit payments to be made by Murphy under the Northeast MOU and this Amendment, shall be made on a quarterly basis and on completion of units, as further set forth in Section 3 of this Amendment, above, and Murphy shall make such payments as to units constructed on the Murphy Property as if it were a "Developer". Murphy shall not be obligated to make payments in under the Northeast MOU, as amended, in excess of \$731.35 per unit for the 101 units authorized to be constructed on the Murphy Property.

B. All parties agree and acknowledge that Murphy is not a "Developer" under the Northeast MOU and this Amendment. Murphy shall have no obligation or responsibility to participate in or contribute in any way to the Road Improvement Projects provided for under the Northeast MOU or this Amendment. Road Improvement Projects attributable or related to the Murphy Project remain the obligation and responsibility of Dominion.

C. Columbus agrees that Murphy's development of the Murphy Property shall not be delayed pending the completion of any future improvements contemplated by the Northeast MOU or this Amendment and to be undertaken by others, including but not limited to sidewalks along the Central College and Ulry Road frontages of the Murphy Property and within the limits of Project "B" on Revised Exhibit B hereto (formerly Project 8 on original Exhibit B), and Murphy shall not be required to provide financial surety or guarantee that such improvements by others shall be completed. Murphy shall be responsible in the ordinary course of its development for the installation of a sidewalk along that portion of the Ulry Road frontage <u>not</u> within the area of Project "B".

IN WITNESS WHEREOF, the City of Columbus, M/I Homes of Central Ohio, LLC, Dominion Homes, Inc., Homewood Corporation, and Village Communities Corporation have executed this Amendment, and Murphy Development Company has executed this Amendment for the limited purposes set forth in Section 13, above, on the day and year set forth.

City of Columbus:
Ву:
Name:
Title:
Date:
By:
Name:
Title:
Date:
Per Ordinance
Approved As To Form:
By:
Richard C. Pfeiffer, Jr. Columbus City Attorney
Date:
M/I Homes of Central Ohio, LLC, an Ohio limited liability company
Ву:
Name:
Title:
Date:

Dominion Homes, Inc.,

an Ohio corporation	
Ву:	
Name:	
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Homewood Corporation, an Ohio corporation	
Ву:	
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Village Communities Corporation, an Ohio corporation	
By:	
Name:	
Title:	
Date:	
Murphy Development Company, an Ohio corporation, for the limited purposes set forth in Section 13)
By:	
Name:	
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Revised Exhibit B



Revised Exhibit B: Northeast Columbus MOU - Funding Summary Cash Proceeds Only June 14, 2010 ⁶

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Die Norman Distante Distante	Ole Demon	-	\$ 294/90	000.00	*	
		12.74	TRANSPORT P	184.0017,873	11,044,000	1

Managing Terminantiation of pay 122 (Soliday the Williams Ann and the Residued on the exception of the multiplead agrees of Central Endings and Day, hencely pair of the Termine Property in the object/ACO.

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