

SPECIAL ASSESSMENT AGREEMENT

by and among

COUNTY TREASURER OF FRANKLIN COUNTY, OHIO,

And

CITY OF COLUMBUS, OHIO,

And

COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY,

And

BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD, PERRY TOWNSHIP, WHITEHALL, WORTHINGTON
REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:
COLUMBUS REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.,

And

LONG STREET ASSOCIATES, A REGISTERED LIMITED LIABILITY PARTNERSHIP

Dated as of _____, 2018

SPECIAL ASSESSMENT AGREEMENT

THIS SPECIAL ASSESSMENT AGREEMENT (this **Agreement**) is made effective as of [____], 2018, by and among the County Treasurer of Franklin County, Ohio (the **Treasurer**), the City of Columbus, Ohio (the **City**), the Bexley, Columbus, Dublin, Grove City, Hilliard, Perry Township, Whitehall, Worthington Regional Energy Special Improvement District, Inc., doing business under the registered trade name Columbus Regional Energy Special Improvement District, Inc., (the **District**), the Columbus-Franklin County Finance Authority (the **Authority**), and Long Street Associates, a Registered Limited Liability Partnership (the **Owner**).

BACKGROUND:

WHEREAS, the District was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to Resolution No. 0261X-2015 of the Council of the City of Columbus, Ohio approved on November 23, 2015; and

WHEREAS, the Owner has determined that it is in its best interests to cause the acquisition, construction, installation, improvement, and equipping of a solar photovoltaic project and energy efficiency improvements, including, without limitation, high-efficiency interior LED lighting, building envelope upgrades, high-efficiency HVAC upgrades, plumbing fixtures resulting in energy savings, high-efficiency Energy Star® appliances, high-efficiency elevator upgrades, and related improvements (collectively, the **Project**) on the real property located within Franklin County, Ohio (the **County**) and the City, and as more fully described in Exhibit A to this Agreement (the **Property**); and

WHEREAS, pursuant to Resolution No. [____]-2018 of the Council of the City (the **Council**), approved on [____], 2018, the Property was added to the territory of the District; and

WHEREAS, the costs of the Project are being financed by making the proceeds of the Authority's \$3,080,000 Development Revenue Bonds (Central Ohio Regional Bond Fund) Series 2018C (Long & Front PACE Project) (the **Bonds**) to the Owner pursuant to a Cooperative Agreement dated as of [____], 2018 (the **Cooperative Agreement**) between the Finance Authority, the District, the Owner, the City, and The Huntington National Bank, as trustee (the **Trustee**); and

WHEREAS, to secure the payment of the principal of, and any premium, fees, and unpaid interest on the Bonds used to finance the Project (the **Project Costs**), (i) the Owner has signed and delivered to the Clerk of Council a Petition for Special Assessments for Special Energy Improvement Projects and Affidavit (the **Petition**), for the acquisition, construction, installation, equipping, and improvement of the Project and evidencing the Owner's agreement to the levy and collection of special assessments by the City (the **Special Assessments**) on the Property, which are located within the District in amounts sufficient to pay the Project Costs, and (ii) the City (a) has taken all the necessary actions required by Chapter 727 of the Ohio Revised Code, including, without limitation, the passage of the assessing ordinance pursuant to the requirements of Ohio Revised Code Section 727.25, for the levying of the Special Assessments and has caused or will

cause the Special Assessments to be certified to the County Auditor of Franklin County, Ohio (the **County Auditor**) for collection by the Treasurer in semi-annual installments, and (b) hereby has agreed to transfer to the Authority the payments of Special Assessments received, which payments are to be transferred to the Authority to pay the Project Costs; and

WHEREAS, the Owner agrees that its delivery of the Petition and the requests and agreements made in the Petition are irrevocable and that the parties to this Agreement have acted and will act in reliance on the agreements contained in the Petition; and

WHEREAS, pursuant to the Petition, the Special Assessments have been levied against the Property as described in the Petition and pursuant to this Agreement the Owner is willing to agree to make Special Assessment payments in accordance with the Petition; and

WHEREAS, Chapters 323 and 5721 of the Ohio Revised Code set forth certain parameters and timing requirements for the foreclosure of property on which taxes and assessments, including the Special Assessments, are due and owing and remain unpaid; and

WHEREAS, upon the occurrence of an Event of Default under Section [____] of the Cooperative Agreement, it may be necessary for the District to foreclose on the lien of the Special Assessments with respect to the Property as set forth in Section 1 of this Agreement; and

WHEREAS, in consideration of the availability of the proceeds of the Bonds, the Owner is willing to consent to an expedited foreclosure process with respect to the lien of the Special Assessments, the form of the consent being attached hereto as Exhibit B (the **Owner Consent**) and the Owner Consent with respect to the foreclosure of the Special Assessments as soon as possible (as referenced in Section 1 hereof) shall be a covenant running with the Property and binding upon the Owner and upon future owners of the Property until Project Costs are paid in full; and

WHEREAS, based on the Owner Consent and other considerations, at the request of the District, upon the occurrence of an Event of Default under the Cooperative Agreement, the Treasurer and the City have agreed to foreclose the lien of the Special Assessments as soon as possible as described herein; and

WHEREAS, if any assessments, including, without limitation, the Special Assessments, payments in lieu of taxes, real property taxes, or other governmental charges levied on the Property are not paid when due and thereafter remain delinquent, the Treasurer, pursuant to Ohio Revised Code Sections 5721.30 through 5721.41 (the **Delinquent Tax Lien Sale Act**), specifically Ohio Revised Code Section 5721.33, may, in his discretion, but is not required to, negotiate with one or more persons the sale of any number of tax certificates (**Tax Certificates**) which evidence the liens (the **Tax Liens**) of the State of Ohio (the **State**) and its applicable taxing districts for such delinquent assessments, including Special Assessments, real property taxes, payments in lieu of taxes, governmental charges, or penalties and interest on such Property; and

WHEREAS, pursuant to the Delinquent Tax Lien Sale Act, the Treasurer, in his discretion, may sell such Tax Certificates at a discount from the full amount of the general real estate taxes, assessments, including the Special Assessments, penalties and interest that have become delinquent; and

WHEREAS, if the Treasurer were to sell such Tax Certificates at a discount (other than in accordance with the provisions of this Agreement), the proceeds of such sale representing the delinquent Special Assessments might be insufficient to pay the Project Costs; and

WHEREAS, the Treasurer does not desire to take any action with respect to the collection of the Special Assessments that might adversely affect the repayment of the Bonds without the consent of the District and the Authority or adversely affect the payment of the Project Costs without the consent of the District and the Authority; and

WHEREAS, the Treasurer has agreed to remit to the Authority, in the event of a default under the Cooperative Agreement, as set forth in this Agreement, amounts collected by the Treasurer and relating to the Special Assessments, including without limitation amounts collected by the Treasurer as a result of foreclosure of the lien of the Special Assessments on the Property and including amounts received from a sale of Tax Certificates pursuant to the Delinquent Tax Lien Sale Act;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and desiring to be legally bound hereunder, the parties hereto covenant and agree as follows:

Section 1. Special Assessments.

1.1 The Owner, prior to the execution and delivery of this Agreement, has signed and delivered to the Clerk of Council the Petition for the acquisition, construction, installation, equipping and improvement of the Project and evidencing the agreement of the Owner to the levy and collection of the Special Assessments as security for the Bonds, including the payment of certain administrative expenses related to the Bonds. The Owner agrees that its delivery of the Petition and the requests and agreements made therein are irrevocable and that the parties hereto have acted and will act in reliance on the agreements contained in that Petition. The City has duly enacted Resolution No. [____]-2018, Ordinance [____]-2018, and Ordinance [____]-2018 (the **Assessing Ordinance**) to provide for the levy and collection of the Special Assessments on the Property. The Clerk of Council certified (or caused to be certified) the Assessing Ordinance to the County Auditor as set forth in the Petition.

1.2 The City shall cause the Special Assessments, as set forth in the Assessment Schedule attached to the Petition, to be certified to the County Auditor on or before the last date for the certification of special assessments to the County Auditor pursuant to the requirements of Section 727.33 of the Ohio Revised Code.

1.3 In the event the Bonds are prepaid or redeemed under the Cooperative Agreement, in whole or in part, or payment of the Bonds is otherwise provided for under the Indenture, the parties shall, in cooperation with the Owner, and to the extent permitted by law, shall cause the aggregate lien of the Special Assessments to be reduced such that the aggregate amount of Special Assessments remaining after such reduction shall be equal to the aggregate amounts remaining to be paid on with respect to the Bonds.

1.4 To facilitate the repayment of the Bonds, the City, under the Cooperative Agreement, assigned to the Authority all of its right, title, and interest in and to the Special Assessments, the funds of the City established to collect and hold the Special Assessments, and any other property received or to be received from the City under the Cooperative Agreement. The County, the City, the District, the Owner, and the Authority each hereby acknowledges, agrees with, and consents to, those assignments.

1.5 Under the Cooperative Agreement, the District assigned to the Authority any and all of its right, title, and interest it may have in and to the Special Assessments related to the District actually received by or on behalf of the City under the Cooperative Agreement. The County, the City, the District, the Owner, and the Authority each hereby acknowledges, agrees with, and consents to, those assignments.

1.6 Notwithstanding anything in this Agreement to the contrary, the Treasurer's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The Treasurer's obligations shall be limited to the moneys levied, collected and received in respect of the Special Assessments and any County-imposed collection fees, charges, or penalties. The Treasurer's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the County.

1.7 Notwithstanding anything in this Agreement to the contrary, the City's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The City's obligation under this Agreement shall be limited to any moneys received from the County in respect of the Special Assessments and any County-imposed collection fees, charges, or penalties. The City's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the City.

Section 2. Foreclosure Process.

2.1 The Treasurer, the City, the Authority, and the Owner each acknowledge that the Special Assessments are to secure payments relating to the Bonds, including the Project Costs and other amounts as provided under the Cooperative Agreement. The Treasurer agrees that so long as the Bonds are outstanding and the Project Costs thereon, and other amounts under the Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, upon the Treasurer's receipt of written notice from the Authority or the District, with a copy to the other of the Authority or the District and to the Owner and the City that an Event of Default (as defined under the Cooperative Agreement) specified in Section [___] of the Cooperative Agreement has occurred and is continuing and which notice directs Treasurer to

foreclose on the lien of the Special Assessments, the Treasurer will, not later than thirty (30) days from the date of the receipt of such notice, file and diligently prosecute a foreclosure action against the Property, following the procedures for lien foreclosures established in Ohio Revised Code § 323.25 and related sections. The foreclosure action shall be to collect all Special Assessments then due and owing on the Property in accordance with the Petition. Without the prior written consent of the District and the Authority, the Treasurer will not confirm the sale of the Property for an amount less than 100% of the amount of the Special Assessments and other general real estate taxes, payments in lieu of taxes, and assessments then due and owing with respect to the Property, as shall be certified by the District to the Treasurer pursuant to the records of the Treasurer. All fees and expenses of the Treasurer in collecting the Special Assessments are to be included and paid for by the Owner.

2.2 The Treasurer hereby acknowledges that the City has assigned all of its right, title, and interest in and to the Special Assessments to the Authority, and that the District has assigned all of its right, title and interest in and to the Special Assessments to the Authority, and the Treasurer hereby agrees that so long as the Bonds are outstanding and the Project Costs thereon and other amounts under the Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, the Treasurer will not sell or negotiate the sale of one or more Tax Certificates related to the Property for an amount less than 100% of the amount levied and certified for collection without the prior written consent of the District and the Authority.

2.3 The Treasurer hereby covenants and agrees that if any of the general real estate taxes, payments in lieu of taxes, assessments, including the Special Assessments, governmental charges, or penalties and interest on the Property are delinquent and the Delinquent Tax Lien Sale Act would permit the Treasurer to negotiate the sale of Tax Certificates with respect thereto, the Treasurer will, prior to giving any notice under the Delinquent Tax Lien Sale Act of a sale of Tax Certificates with respect to the Property, give written notice to the District and the Authority regarding the same and state therein whether the Treasurer reasonably anticipates receiving no less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, originally levied and certified for collection plus other charges, including attorney's fees, or whether the Treasurer reasonably expects to receive less than 100% of the general real estate taxes, payments in lieu of taxes, and assessments, including the Special Assessments, penalties and interest, levied and certified for collection plus other charges, including attorney's fees, and in accordance with this Agreement is requesting the consent of the District and the Authority for such a sale.

2.4 The Treasurer agrees, on behalf of the County, not to utilize the authority contained in Ohio Revised Code Chapter 5722 to transfer any of the Property to the county land reutilization corporation, to sell or convey any of the Property to any political subdivision under the authority contained in Ohio Revised Code Chapter 5722, or to clear the liens and encumbrances applicable to the Property under the authority contained in Ohio Revised Code Chapter 5722 without the express written consent of the District and the Authority.

2.5 Nothing in this Agreement shall, or shall be construed to, prevent the Treasurer from selling one or more Tax Certificates with respect to the Property to a third party without the consent of the Authority and the District if the price received for the Tax Certificate or Tax Certificates equals or exceeds 100% of the delinquent general real estate taxes, assessments, including the Special Assessments, penalties and interest on the Property outstanding against the Property at the time of such sale.

2.6 The District and the Authority each hereby agrees that upon written notice from the Treasurer pursuant to Section 2.3 of this Agreement, it, within 30 days of receipt of the Treasurer's notice, shall give a written response to the Treasurer indicating therein whether it consents to the request for sale of a Tax Certificate or Tax Certificates.

2.7 No delay or failure of the District or the Authority to give a written response shall be construed to be a consent to such request or to be a waiver of the right to give such consent. No consent or refusal thereof by the District or the Authority in response to a request by the Treasurer shall extend to or affect any subsequent request of the Treasurer or shall impair the rights of the District or the Authority with respect any such subsequent request.

2.8 So long as the Project Costs are outstanding, the Treasurer hereby covenants and agrees (a) to remit to the Authority, as appropriate and as provided for herein, not more than 30 days from the date of collection by the Treasurer, all Special Assessments collected from the Property, including amounts collected from Tax Certificates; and (b) to the extent the Treasurer seeks and is appointed as receiver for the Property, as provided for in Chapter 323 of the Revised Code, after payment of reasonable fees and expenses of the Treasurer, all amounts collected by the Treasurer, as receiver for the Property and collected as a result of the Special Assessments, shall be remitted to the District.

Section 3. Indemnification by Owner

3.1 The Owner hereby releases the District, the City, the Treasurer, the Authority, and their respective officers, directors and employees (the **Indemnified Parties**), from, agrees that the Indemnified Parties, shall not be liable for, and indemnifies the Indemnified Parties against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against Indemnified Parties, on account of: (i) the levy and collection of the Special Assessments; (ii) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquisition, construction, installation, equipment, improvement maintenance, operation and use of the Project; (iii) any breach or default on the part of the Owner in the performance of any covenant, obligation or agreement of the Owner under the Cooperative Agreement, or arising from any act or failure to act by the Owner, or any of the Owner's agents, contractors, servants, employees or licensees; (iv) the Owner's failure to comply with any requirement of this Agreement; (v) the efforts of the City and the Treasurer to collect Special Assessments; (vi) any legal costs or out-of-pocket costs incurred by the District specifically related to additional approvals or actions that may be required by the District arising after the date of the Cooperative Agreement (and in the case of such legal costs or out-of-pocket costs, agrees to pay such costs

directly to the District); (vii) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v) or (vi) above, provided, however that the Owner shall not indemnify the Indemnified Parties as provided above to the extent that any liability, claim, cost or expenses arises out of or results from the willful misconduct or breach of this Agreement or the Cooperative Agreement of the Indemnified Parties.

3.2 The Owner agrees to indemnify, to pay, and to hold each of the Indemnified Parties harmless from and against all liabilities, and all reasonable costs and expenses, including out-of-pocket expenses and attorneys' fees, arising out of any federal, state or local environmental laws, regulations, or ordinances incurred by any of the Indemnified Parties as a result of the existence on or release from the Project Site of Hazardous Materials, which in any way result from any act of omission or commission of the Owner or any of their agents, employees, independent contractors, invitees, licensees, successors, assignees, or tenants.

Section 4. Additional Agreements and Covenants.

4.1 The agreements of the parties hereafter with respect to the foreclosure process shall be a covenant running with the Property and, so long as Project Costs are payable from or secured, at least in part, by the revenues derived from the Special Assessments, such covenant shall be binding upon the Property (except as released as provided in the Owner Consent), the Owner and any future owner of all or any portion of the Property. This Agreement, the Owner Consent, and all other required documents and agreements, shall be recorded with the Franklin County, Ohio Recorder's Office, so that the agreements of the parties hereafter with respect to the foreclosure process established pursuant to this Agreement is a covenant running with and is enforceable against the Property.

4.2 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4.3 This Agreement shall inure to the benefit of each of the parties, and each of their successors and assigns, all subject to the provisions of this Agreement. This Agreement may be amended only by a written instrument of the parties, and any attempt to amend or modify this Agreement without a written instrument signed by all of the parties to this Agreement shall be null and void. Notices given hereunder shall be in writing and shall be effective when actually received if delivered by hand or overnight courier, or three days after being sent by registered or certified mail, postage prepaid, the certification receipt therefore being deemed the date of such notice, and addressed to the parties as follows:

If to City: City of Columbus, Ohio
 50 West Gay Street
 Columbus, Ohio 43215
 Attention: Director of Development

If to Treasurer: County Treasurer

Franklin County, Ohio
373 S. High Street, 17th Floor
Columbus, Ohio 43215
Attention: Cheryl Brooks Sullivan

If to the District: Columbus Regional Energy Special Improvement District, Inc.
c/o MORPC
111 Liberty Street, Suite 100
Columbus, Ohio 43215
Attention: Christina O'Keeffe

With a Copy to: J. Caleb Bell
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

If to Owner: Long Street Associates, a Registered Limited Liability Partnership
1400 Dublin Road
Columbus, Ohio 43215
Attention: Brad DeHays

4.4 (a) The Authority shall have the unrestricted right at any time or from time to time, and without the Treasurer, the City, the District, or the Owner's consent, to assign all or any portion of its rights and obligations under this Agreement and may sell or assign any and all liens received directly or indirectly from the City to any person (each, an **Authority Assignee**), and the Owner agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection with this Agreement as the Authority shall deem necessary to effect the foregoing. Any Authority Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the Authority under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to the extent that such rights and obligations have been assigned by the Authority pursuant to the assignment documentation between the Authority and such Assignee, and the Authority shall be released from its obligations under this Agreement and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement to a corresponding extent.

(b) The Authority shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Treasurer, the City, the District, or the Owner, to grant to one or more persons (each, a **Participant**) participating interests in the Authority's obligation to make the proceeds of the Bonds available under the Cooperative Agreement or any or all of the loans held by Authority under the Cooperative Agreement. In the event of any such grant by the Authority of a participating interest to a Participant, whether or not upon notice to the Treasurer, the City, the District, and the Owner, the Authority shall remain responsible for the

performance of its obligations under the Cooperative Agreement and the Owner shall continue to deal solely and directly with the Authority in connection with the Authority's rights and obligations under the Cooperative Agreement.

(c) The Authority may furnish any information concerning the Owner in its possession from time to time to prospective Authority Assignees and Participants.

4.5 This Agreement shall be construed in accordance with the laws of the State of Ohio. Any action brought under this Agreement shall be brought in a court of competent jurisdiction located in Franklin County, Ohio.

4.6 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.7 The Parties hereby acknowledge and agree that this Agreement does not constitute a contract involving the expenditure of money by the County.

(Signature Pages Immediately Follow)

“CITY”
CITY OF COLUMBUS, OHIO

Name: _____
Title: _____

[illegible]

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CITY OF COLUMBUS, OHIO by _____, its_____, who acknowledged that he or she did sign the foregoing instrument and that the same is his or her free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

Notary Public

[SEAL]

Name: _____
Title: _____

Notary Public

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BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD,
PERRY TOWNSHIP, WHITEHALL, WORTHINGTON
REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT,
INC., D/B/A:

“OWNER”

Long Street Associates,
a Registered Limited Liability Partnership,
an Ohio limited liability partnership

By: Long Street Associates Mgmt LLC,
an Ohio limited liability company

Its: Managing Partner

By: _____
Name: Brad J. DeHays
Title: Manager

STATE OF _____)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named LONG STREET ASSOCIATES, A REGISTERED LIMITED LIABILITY PARTNERSHIP, by Long Street Associates Mgmt LLC, its Managing Partner, by Brad J. DeHays, its Manager, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and of said limited liability company, as managing partner of said limited liability partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

[SEAL]

Notary Public

This instrument prepared by: Colin J. Kalvas, Esq., Bricker & Eckler LLP, 100 South Third St., Columbus, Ohio 43215

FISCAL OFFICER'S CERTIFICATE

The undersigned, City Auditor of the City of Columbus, Ohio, hereby certifies that the City has established a special assessment fund, into which the Special Assessments (as that term is defined in the foregoing Agreement) received by the City shall be deposited, free from any previous encumbrances. The City shall use the moneys deposited in such special assessment fund to meet its obligations under the foregoing Agreement. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44

Dated: _____, 2018

City Auditor
City of Columbus, Ohio

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property subject to this Agreement is located at the commonly used mailing address 35-55 West Long Street, Columbus, Ohio with Franklin County Auditor Parcel ID No. 010-019942-00, and having the following legal description:

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

FORM OF OWNER CONSENT

This consent is given by Long Street Associates, a Registered Limited Liability Partnership, an Ohio limited liability partnership as of [____], 2018 (the **Owner**) pursuant to the Special Assessment Agreement dated as of [____], 2018 (the **Agreement**) by and among the County Treasurer of Franklin County, Ohio (the **Treasurer**), the City of Columbus, Ohio (the **City**), the Bexley, Columbus, Dublin, Grove City, Hilliard, Perry Township, Whitehall, Worthington Regional Energy Special Improvement District, Inc., d/b/a Columbus Regional Energy Special Improvement District (the **District**), the Columbus-Franklin County Finance Authority (the **Authority**), and the Owner. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The Agreement provides for an accelerated foreclosure process with respect to the Special Assessments on the Property, such Property being described in the Exhibit A to the Agreement. The Agreement further provides that if an event of default occurs and is continuing with respect to a required semi-annual payment of Special Assessments or an “Event of Default” (as that term is defined in the Cooperative Agreement) specified in Section [____] of the Cooperative Agreement occurs and is continuing, the Treasurer will pursue an accelerated foreclosure of the lien of the Special Assessments, all as provided in the Agreement. In consideration of the Authority’s agreement to make the proceeds of its \$3,080,000 Development Revenue Bonds (Central Ohio Regional Bond Fund) Series 2018C (Long & Front PACE Project) (the **Bonds**) available to the Owner to finance the Project, the Owner hereby consents to the accelerated foreclosure process with respect to the lien of the Special Assessments then due and owing with respect to the Property, as provided in the Agreement.

The Owner is the owner of the Property. The Owner covenants and agrees that so long as the Bonds remain outstanding, except as the covenant may be released by the District and the Finance Authority, as applicable, in writing, the accelerated foreclosure process established pursuant to the Agreement shall be a covenant on and running with, and shall be binding upon, the Property, the Owner and all future owners of the Property. Any release, modification or waiver of the covenant running with the land by the District or the Finance Authority, as applicable, shall be filed of record with the Franklin County, Ohio Recorder’s Office. The Owner agrees that this Owner Consent shall be recorded with the Franklin County, Ohio Recorder’s Office and the Owner

covenants and agrees to record such documents and to take such reasonable steps as are necessary, so that the accelerated foreclosure process with respect to the lien of the Special Assessments is a covenant on and running with the Property and is binding on the Owner and any and all future owners of all or any portion of the Property.

Anything in this Owner Consent to the contrary notwithstanding, this Owner Consent shall in no way be construed as a waiver by the Owner of its statutory right of redemption, including the full applicable redemption period.

(Signature Page Immediately Follows)

IN WITNESS WHEREOF, the Owner has executed and delivered this Owner Consent as of the date first stated above.

“OWNER”

Long Street Associates,
a Registered Limited Liability Partnership,
an Ohio limited liability partnership

By: Long Street Associates Mgmt LLC,
an Ohio limited liability company
Its: Managing Partner

By: _____
Name: Brad J. DeHays
Title: Manager

STATE OF _____)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named LONG STREET ASSOCIATES, A REGISTERED LIMITED LIABILITY PARTNERSHIP by Long Street Associates Mgmt LLC, its Managing Partner, by Brad J. DeHays, its Manager, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and of said limited liability company, as managing partner of said limited liability partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

[SEAL]

Notary Public

This instrument prepared by: Colin J. Kalvas, Esq., Bricker & Eckler LLP, 100 South Third St., Columbus, Ohio 43215

Description of Property

The real property subject to this Owner Consent is located at the commonly used mailing address 35-55 West Long Street, Columbus, Ohio with Franklin County Auditor Parcel ID No. 010-019942-00, and having the following legal description:

[INSERT LEGAL DESCRIPTION]