

**BRIDGE PARK NEW COMMUNITY AUTHORITY
BOARD OF TRUSTEES**

SPECIAL MEETING

December 1, 2016

8:00 A.M.

City of Dublin Council Chambers
5200 Emerald Parkway
Dublin, Ohio 43017

AGENDA

- I. Roll Call (TAB #1)
- II. Approval of Minutes from July 19, 2016 Meeting (TAB #2)
- IV. Reports and Communications from Officers of the Board
 - A. City Report
 - B. Developer Report
- V. Consideration of Resolution
 - A. Resolution No. 2016-06 – Approving A Block Documents is a resolution authorizing certain documents related to the issuance of bonds by the Columbus-Franklin County Finance Authority to pay costs of public improvements located in or benefitting A Block, including an events center and a public parking garage. (TAB #3)
- VI. Other Business
- VII. Establish Next Meeting Date
- VIII. Adjournment

TAB #1

**BRIDGE PARK NEW COMMUNITY AUTHORITY
BOARD OF TRUSTEES
CITY OF DUBLIN, OHIO**

MEMBER CONTACT INFORMATION

Updated December 1, 2016

Josiah Huber

Director
DiPerna Economic Development Advisors
21 East State Street, Floor 22
Columbus, Ohio 43215
Phone: (440) 223-9299
Email: jhuber@diperanafinancial.com
Appointed Developer Representative
Term: May 16, 2016 through May 15, 2018

Lynn Readey

Associate Vice President for Facilities Operation and Development
The Ohio State University
7677 Riverside Drive
Dublin, Ohio 43016
Phone: (614) 247-8704
Email: lreadey@columbus.rr.com
Appointed City Representative
Term: March 23, 2015 through March 31, 2017

Matt Starr

Director of Development
Crawford Hoying Development
555 Metro Place North, Suite 600
Dublin, Ohio 43017
Phone: (614) 335-2094
Email: mstarr@crawfordhoying.com
Appointed Developer Representative
Term: March 19, 2015 through March 18, 2017

Rick Schwieterman

(Retired) Executive Vice President, Chief Financial Officer, and Treasurer
OCLC
8546 Preston Mill Court
Dublin, Ohio 43017
Phone: (614) 571-6290; alternative: (614) 764-6000
Email: rick@rickjs.com
Appointed City Representative
Term: March 23, 2015 through March 31, 2017

A.C. Strip

Attorney
5482 Aryshire Drive
Dublin, Ohio 43017
Phone: (614) 228-6345
Email: acs@columbuslawyer.net
Appointed Local Government Representative
Term: March 23, 2015 through March 22, 2017

Sharon Tackett

Chief Executive Officer and Founder
Delta Energy Services
5555 Perimeter Drive
Dublin, Ohio 43017
Phone: (614) 339-2606
Email: stackett@deltaenergyllc.com
Appointed City Representative
Term: March 23, 2015 through March 22, 2017

Chris Wagner

Vice President of Commercial Management
Crawford Hoying Development
555 Metro Place North, Suite 600
Dublin, Ohio 43017
Phone: (614) 335-2020
Email: cwagner@crawfordhoying.com
Appointed Developer Representative
Term: May 16, 2016 through May 15, 2018

TAB #2

**BRIDGE PARK NEW COMMUNITY AUTHORITY
BOARD OF TRUSTEES
FISCAL MEETING**

July 19, 2016
8:00 A.M.
City of Dublin Council Chambers
5200 Emerald Parkway
Dublin, Ohio 43017

MINUTES

I. Roll Call

The meeting was called to order at 8:04 A.M. Chairperson Strip called the roll, and the following members were present: Mr. Huber, Ms. Readey, Mr. Schwieterman, Mr. Starr, Mr. Strip, Ms. Tackett, and Mr. Wagner.

Also present were Ms. Angel Mumma, Deputy City Manager/Director of Finance, City of Dublin; Mr. Scott Dring, Dublin Convention & Visitors Bureau; Mr. Greg Daniels, Squire Patton Boggs (US) LLP; Mr. Price Finley, Bricker & Eckler LLP; and Mr. Rob McCarthy, Bricker & Eckler LLP.

II. Adoption of Minutes

Mr. Schwieterman moved to approve the minutes for the January 26, 2016 organizational meeting. The motion was seconded by Ms. Readey, and the Board approved by a vote of 7-0.

III. Reports and Communications from Officers of the Board

A. City Report

Ms. Mumma provided an update regarding the City of Dublin's continued disbursement of City bond proceeds to pay costs of certain public improvements within the NCA District, including public parking garages and roadways. Additionally, Council is considering additional contributions to pay costs of an extension of North Riverview Drive, a plaza space on the east side of the project, and additional roadway improvements on the east side of the project.

B. Developer Report

Mr. Starr provided an update on construction and leasing of the Bridge Park development. Portions of the project located in B Block and C Block are approximately

70% complete and are proceeding on or ahead of schedule. The next phase is A Block, where framing recently began for the hotel. A Block is scheduled to be complete by August 2017. Mr. Starr also reported that sales continue to be strong for Z Block condominiums.

IV. Introduction and Consideration of New Resolutions and Motions

A. Resolution No. 2016-02 (Budget Resolution)

The Board considered Resolution No. 2016-02. The Board acknowledged and agreed that Crawford Hoying Development Partners, LLC continues to pay administrative expenses for the Board while the Board awaits its first revenue.

Motion to pass Resolution No. 2016-02.

Motion: Readey

Second: Tackett

Vote: 7-0

The motion passed.

B. Resolution No. 2016-03 (Charge Resolution)

The Board considered Resolution No. 2016-03, setting the charge for the Authority during 2016 according to the terms of the Declaration of Covenants and Restrictions for the Bridge Park New Community Authority. The charge for 2017 will include a Hotel Charge and is not currently anticipated to include an Assessed Valuation Charge, Retail Charge, or Debt Service Coverage Charge.

Motion to pass Resolution No. 2016-03.

Motion: Readey

Second: Schwieterman

Vote: 7-0

The motion passed.

C. Resolution No. 2016-04 (Approving Insurance)

The Board considered Resolution No. 2016-04, relating to the provision of insurance and surety bonds for the Authority.

Motion to pass Resolution No. 2016-04.

Motion: Tackett

Second: Schwieterman

Vote: 7-0

The motion passed.

D. Resolution No. 2016-05 (Relating to Refunding of CFCFA Bridge Park West Garage Bonds)

The Board considered Resolution No. 2016-05. Mr. Finley, counsel to Crawford Hoying Development Partners, LLC, explained that the purpose of the resolution is to approve two documents in connection with the proposed refinancing by the Columbus-Franklin County Finance Authority of bonds issued to pay costs of the Z Block Garage.

Motion to pass Resolution No. 2016-05.

Motion: Readey

Second: Schwieterman

Vote: 7-0

The motion passed.

V. Other Business

Mr. Starr announced that Crawford Hoying Development Partners, LLC is interested in hosting members of the Board for a tour of the project site. Mr. Starr will follow up with proposed dates for the tour.

VI. Establish Next Meeting Date

The Board scheduled its next meeting for September 14, 2016 at 8:00 a.m. at Dublin City Hall.

VII. Adjournment

Motion to adjourn the meeting.

Motion: Tackett

Second: Readey

Vote: 7-0

The motion passed.

The meeting was adjourned at 9:23 A.M.

TAB #3

**BOARD OF TRUSTEES
BRIDGE PARK NEW COMMUNITY AUTHORITY**

The Board of Trustees (the “Board”) of the Bridge Park New Community Authority (the “Authority”) met on December 1, 2016 at 8:00 a.m. in the Council Chambers of Dublin City Hall, 5200 Emerald Parkway, Dublin, Ohio 43017, with the following members present:

M__ . _____
M__ . _____
M__ . _____
M__ . _____
M__ . _____
M__ . _____
M__ . _____

M__ . _____ introduced the following resolution and moved its passage:

RESOLUTION NO. 2016-06

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST SUPPLEMENT TO THE BRIDGE PARK NEW COMMUNITY AUTHORITY DECLARATION OF COVENANTS AND RESTRICTIONS, A FIRST SUPPLEMENT TO AMENDED AND RESTATED DISBURSING AGREEMENT, A REPORTING AGREEMENT, AND A HOTEL CHARGE COLLECTION AND DISTRIBUTION AGREEMENT IN CONNECTION WITH THE ISSUANCE OF BONDS BY THE COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY TO PAY THE COSTS OF CONSTRUCTING THE BRIDGE PARK A BLOCK GARAGE, EVENTS CENTER, AND ROADWAY IMPROVEMENTS AND SUPPORTED BY AUTHORITY CHARGE REVENUE, ALL PURSUANT TO OHIO REVISED CODE SECTION 349.06(I).

WHEREAS, the Authority has been duly created, and the Board of Trustees of the Authority (the “Board”) has been duly appointed, pursuant to the authority contained in Ohio Revised Code Chapter 349; and

WHEREAS, Ohio Revised Code Section 349.06(I) empowers the Board to make, enter into, and execute contracts and agreements relating to the Authority’s new community development program, including contracts and agreements with political subdivisions in furtherance of the same; and

WHEREAS, the Columbus-Franklin County Finance Authority (the “Finance Authority”) plans to issue its approximately \$27,300,000 Public Infrastructure Revenue Bonds, Series 2016

(Bridge Park A Block Project) (the “A Block Bonds”), to pay costs of constructing certain public infrastructure improvements including specifically (i) a public parking garage featuring approximately 468 parking spaces, together with appurtenances thereto (the “A Block Parking Facility Project”); (ii) an approximately 19,000 square foot, 500-seat events center (the “Events Center Project”); and (iii) certain public roadway improvements in support of the A Block Parking Facility Project, the Events Center Project, together with appurtenances thereto (the “Roadway Improvements” and, collectively with the A Block Parking Facility Project and the Events Center Project, the “A Block Project”) and located within the territory of the Authority;

WHEREAS, this Board, pursuant to Resolution No. 2016-01, approved January 26, 2016, approved and determined to join in the Declaration of Covenants and Restrictions for the Bridge Park New Community Authority dated December 11, 2015 (the “Declaration”) presented to it by Crawford Hoying Development Partners, LLC, as statutory developer (the “Developer”) with respect to the Authority;

WHEREAS, the Board has determined, in consultation with the Developer, that in connection with the issuance of the A Block Bonds it is necessary to amend the Declaration pursuant to a First Supplement to Declaration of Covenants and Restrictions for the Bridge Park New Community Authority (the “First Supplemental Declaration”), a copy of which is attached hereto as Exhibit A, pursuant to Section 349.06 of the Ohio Revised Code and Section 5.09(a) of the Declaration, for the purpose of supplementing the definition of Assessed Valuation Charge, as provided therein, with respect to certain townhomes to be constructed in the H Block section of the Authority;

WHEREAS, pursuant to Resolution No. 2016-05, approved by the Board on July 19, 2016, the Authority is party to that certain Amended and Restated Disbursing Agreement dated as of August 1, 2016 (the “Amended and Restated Disbursing Agreement”) by and among the Finance Authority, the Development Finance Authority of Summit County, the Toledo-Lucas County Port Authority, The Huntington National Bank, as trustee and as disbursing agent, U.S. Bank National Association, and The Bank of New York Mellon Trust Company, N.A.;

WHEREAS, in connection with the issuance of the A Block Bonds by the Finance Authority, it is necessary to supplement the Amended and Restated Disbursing Agreement to provide for the application of certain revenues described therein to pay costs of the A Block Project and, to that end, the Board has been presented with a First Supplement to the Amended and Restated Disbursing Agreement, a copy of which is attached hereto as Exhibit B,

WHEREAS, in connection with the issuance of the A Block Bonds by the Finance Authority, the Authority has been requested to annually provide certain public information to certain purchasers of the A Block Bonds pursuant to the terms of a Reporting Agreement by and among the Authority, the Developer, the Finance Authority, and The Huntington National Bank, as trustee with respect to the A Block Bonds, a copy of which is attached hereto as Exhibit C;

WHEREAS, this Board, pursuant to Resolution No. 2016-03, approved July 19, 2016, established a charge on the gross receipts from transactions by which lodging is or is to be

furnished by a hotel to guests at a rate equal to one percent (the “Hotel Charge”) and beginning in calendar year 2017;

WHEREAS, pursuant to Section 349.06 of the Ohio Revised Code and Section 5.09(a) of the Declaration, this Board is authorized to contract with a Charge Administrator, as that term is defined in the Declaration, for the purposes of, among other things, administering and collecting the Hotel Charge; and

WHEREAS, the Board has been presented with a Hotel Charge Collection and Distribution Agreement by and between the Authority and the City of Dublin, Ohio (the “City”), a copy of which is attached hereto as Exhibit D, providing for the City to serve as Charge Administrator with respect to the Hotel Charge and to collect and enforce the Hotel Charge beginning in calendar year 2017;

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. This Board hereby approves the First Supplemental Declaration and authorizes the Chairperson and Fiscal Officer, or either of the foregoing, to execute the First Supplemental Declaration in the form attached hereto as Exhibit A and any related agreements or certificates thereto, together with any changes that the Chairperson or the Fiscal Officer, as applicable, determines are not materially adverse to the Authority, which determination shall be evidenced by the execution of the First Supplemental Declaration by the Chairperson and Fiscal Officer, or either of the foregoing. This Board further accepts the duties, responsibilities and benefits imposed and conferred on it by the First Supplemental Declaration. The Chairperson or Fiscal Officer shall cause an executed copy of the First Supplemental Declaration to be recorded in the records of the County Recorder of Franklin County, Ohio upon the issuance of the A Block Bonds.

Section 2. This Board hereby approves the First Supplement to Amended and Restated Disbursing Agreement and authorizes the Chairperson and Fiscal Officer, or either of the foregoing, to execute the First Supplement to Amended and Restated Disbursing Agreement in the form attached hereto as Exhibit B and any related agreements or certificates thereto, together with any changes that the Chairperson or the Fiscal Officer, as applicable, determines are not materially adverse to the Authority, which determination shall be evidenced by the execution of the First Supplement to Amended and Restated Disbursing Agreement by the Chairperson and Fiscal Officer, or either of the foregoing.

Section 3. This Board hereby approves the Reporting Agreement and authorizes the Chairperson and Fiscal Officer, or either of the foregoing, to execute the Reporting Agreement in the form attached hereto as Exhibit C and any related agreements or certificates thereto, together with any changes that the Chairperson or the Fiscal Officer, as applicable, determines are not materially adverse to the Authority, which determination shall be evidenced by the execution of the Reporting Agreement by the Chairperson and Fiscal Officer, or either of the foregoing.

Section 4. This Board hereby approves the Hotel Charge Collection and Distribution Agreement and authorizes the Chairperson and Fiscal Officer, or either of the foregoing, to

execute the Hotel Charge Collection and Distribution Agreement in the form attached hereto as Exhibit D and any related agreements or certificates thereto, together with any changes that the Chairperson or the Fiscal Officer, as applicable, determines are not materially adverse to the Authority, which determination shall be evidenced by the execution of the Hotel Charge Collection and Distribution Agreement by the Chairperson and Fiscal Officer, or either of the foregoing. This Board further hereby authorizes the Tax Administrator for the City to act as Charge Administrator with respect to the Hotel Charge and, in such capacity, to act in accordance with the City's rules and regulations in connection with the collection of the Hotel Charge.

Section 5. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 6. This Resolution shall be in full force and effect immediately upon its passage.

M. _____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Voting Aye: _____

Voting Nay: _____

Passed: December 1, 2016

BOARD OF TRUSTEES, BRIDGE PARK
NEW COMMUNITY AUTHORITY

Attest: _____
Secretary

Chairperson

CERTIFICATE

The undersigned Secretary of the Board of Trustees of the Bridge Park New Community Authority hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Trustees of said Authority on December 1, 2016.

Secretary
Bridge Park New Community Authority

EXHIBIT A

FIRST SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE BRIDGE PARK NEW COMMUNITY AUTHORITY

[Attached]

**FIRST SUPPLEMENTAL DECLARATION TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE BRIDGE PARK NEW COMMUNITY AUTHORITY
CITY OF DUBLIN, OHIO**

WHEREAS, Crawford Hoying Development Partners, LLC (the “Developer”), an Ohio limited liability company, as developer within the meaning of that term as provided in Section 349.01 of the Ohio Revised Code, caused the execution of the Declaration of Covenants and Restrictions (the “Declaration”) for the Bridge Park New Community Authority (the “Authority”) on December 11, 2015, and the Declaration was recorded on December 15, 2015 as instrument number 201512150175143, Recorder’s Office, Franklin County, Ohio, a copy of which Declaration is attached hereto as Exhibit A and made a part hereof;

WHEREAS, pursuant to Resolution No. 2016-[___], adopted by the Board of Trustees of the Authority on December 1, 2016, a copy of which is attached hereto as Exhibit C, the Authority has determined to supplement the Declaration by means of this First Supplemental Declaration (the “Supplemental Declaration”) for the purposes of supplementing the definition of Assessed Valuation Charge, as provided herein;

WHEREAS, Section 9.02 of the Declaration permits certain supplements to the Declaration with the written consent of the City of Dublin, Ohio (the “City”) and not less than sixty-six percent (66%) of the number of Owners of all Parcels, with those terms having the meanings provided to them in the Declaration;

WHEREAS, the City has provided its written consent to this Supplemental Declaration by its duly authorized signature hereinbelow;

WHEREAS, the current number of Owners of all Parcels is [___], and included hereinbelow is the consent of the Owners of [___] ([___]) Parcels, which number equals [___] percent of the current number of Owners of all Parcels;

WHEREAS, Section 9.03 of the Declaration further requires consent of the Developer to any supplements to the Declaration during the Development Period, as defined therein;

WHEREAS, as of the date hereof the Development Period remains in effect, the Developer has provided its written consent to this Supplemental Declaration by its duly authorized signature hereinbelow;

NOW, THEREFORE, pursuant to Article IX, Amendments and Supplements, of the Declaration, the Authority does hereby, with the consent of the City, the Developer, and the requisite percentage of Owners of all Parcels, supplement the Declaration as set forth below.

Section 1. The definition of “Assessed Valuation Charge” is hereby supplemented as indicated by the underlined text hereinbelow:

“Assessed Valuation Charge” means a Charge determined and applied uniformly as follows:

(1) For any Commercial Parcel other than a Hotel Parcel, not less than \$110.00 per square foot of buildings located on such Commercial Parcel;

(2) For any Hotel Parcel, not less than \$100.00 per square foot of buildings located on such Hotel Parcel;

(3) For any Apartment Parcel, not less than \$90.00 per square foot of buildings located on such Apartment Parcel;

(4) For any Townhome Parcel that is not located in Block H, as identified in Exhibit B to the First Supplemental Declaration dated [], not less than \$125.00 per square foot of buildings located on such Townhome Parcel; for any Townhome Parcel that is located in Block H, as identified in Exhibit B to the First Supplemental Declaration dated [], not less than \$190.00 per square foot of buildings located on such Townhome Parcel located in Block H; and

(5) For any Condo Parcel, not less than \$230.00 per square foot of buildings located on such Condo Parcel.

For the purposes of determining the Assessed Valuation Charge, the square footage of any Chargeable Parcel shall equal the gross size of a structure or combination of structures determined by one of the three following methods as approved by the Authority: (i) the total square footage of the parcel, as determined by the Auditor from time to time, (ii) the total square footage certified in writing by the Developer to the Authority with respect the total square footage of the original tax parcel applicable to the Chargeable Parcel, multiplied by the number of improved stories included within the parcel, or, upon request of the Authority, a similar certification by a subsequent owner of the Chargeable Parcel, or (iii) the total square footage as otherwise determined by the Authority in its reasonable discretion.

In the event that a Chargeable Parcel cannot be determined to be entirely comprised of a use that would result in such Chargeable Parcel being treated exclusively as an Apartment Parcel, Commercial Parcel (other than a Hotel Parcel), Condo Parcel, Hotel Parcel, or Townhome Parcel, then the Authority may allocate the Assessed Valuation Charge for such Chargeable Parcel based on the percentage of use of such Chargeable Parcel based on information provided by the Owner. Upon request of the Authority or the Administrator on behalf of the Authority, an Owner shall provide to the Authority or the Administrator, as applicable, information sufficient to permit the Authority or the Administrator to confirm the square footage of a building and the allocation of the Assessed Valuation Charge for such Chargeable Parcel. If an Owner fails to provide on a timely basis information sufficient for the Authority or the Administrator to make such allocation, the Authority or the Administrator shall allocate the Charge in its sole discretion and the Owner shall be bound by such determination.

For any Townhome Parcel or Condo Parcel, while such Chargeable Parcel is exempt from real property taxation pursuant to the CRA Exemption, the Assessed Valuation Charge for such Chargeable Parcel shall be the greater of (i) an amount determined above for such Chargeable Parcel or (ii) an amount determined based upon the Assessed Valuation of such Chargeable Parcel in the amount of the number of mills (one mill equals 1/10 of 1%) then in effect with respect to the classification of such Parcel for real property tax purposes multiplied by each dollar of the Assessed Valuation thereof. The amount of PILOTs paid for any Chargeable Parcel in a calendar year shall be credited against the Assessed Valuation Charge due for that parcel for that calendar year.

All other provisions of the Declaration shall remain in full force and effect as provided therein.

Section 2. The undersigned Owners of Parcels consent to this Supplement to the Declaration pursuant to Section 9.02 of the Declaration.

Section 3. The City consents to this Supplement to the Declaration pursuant to Section 9.02 of the Declaration.

Section 4. The Developer consents to this Supplement to the Declaration pursuant to Section 9.03 of the Declaration.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Authority has caused the execution of this First Supplemental Declaration to be executed as of the first date written hereinabove.

BRIDGE PARK NEW COMMUNITY
AUTHORITY

By: _____

Name: A.C. Strip

Title: Chairperson

IN WITNESS WHEREOF, the Developer hereby provides its consent to this First Supplemental Declaration to be executed as of the first date written hereinabove.

CRAWFORD HOYING DEVELOPMENT
PARTNERS, LLC
an Ohio limited liability company

By: _____

Name: _____

Title: _____

[Developer Consent to First Supplemental Declaration to the Declaration of Covenants and Restrictions for the Bridge Park New Community Authority]

IN WITNESS WHEREOF, the City hereby provides its consent to this First Supplemental Declaration to be executed as of the first date written hereinabove.

THE CITY OF DUBLIN, OHIO

By: _____

Name: Dana McDaniel

Title: City Manager

Approved as to form for the City:

Jennifer Readler, Law Director

[City Consent to First Supplemental Declaration to the Declaration of Covenants and Restrictions for the Bridge Park New Community Authority]

IN WITNESS WHEREOF, the undersigned Owners hereby provide their respective consent to this First Supplemental Declaration to be executed as of the first date written hereinabove.

[Owner]

By: _____

Name: _____

Title: _____

Parcel: _____

[Owner]

By: _____

Name: _____

Title: _____

Parcel: _____

[Owner]

By: _____

Name: _____

Title: _____

Parcel: _____

[City Consent to First Supplemental Declaration to the Declaration of Covenants and Restrictions for the Bridge Park New Community Authority]

ACKNOWLEDGEMENTS

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2016, by A.C. Strip, the duly authorized Chairperson of the Bridge Park New Community Authority, who represented to me to be said person.

Notary Public _____
My commission expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2016, by Dana McDaniel, the duly authorized City Manager of the City of Dublin, Ohio, who represented to me to be said person.

Notary Public _____
My commission expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2016, by _____, the duly authorized _____ of Crawford Hoying Development Partners, LLC, who represented to me to be said person.

Notary Public _____
My commission expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2016, by _____, the duly authorized _____ of _____, who represented to me to be said person.

Notary Public _____
My commission expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2016, by _____, the duly authorized _____ of _____, who represented to me to be said person.

Notary Public _____
My commission expires: _____

This instrument prepared by: Price D. Finley, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
(614) 227-8897

**Exhibit A to the First Supplemental Declaration to the Declaration of Covenants
and Restrictions for the Bridge Park New Community Authority, Dublin, Ohio**

[See Attached Declaration]

**Exhibit B to the First Supplemental Declaration to the Declaration of Covenants
and Restrictions for the Bridge Park New Community Authority, Dublin, Ohio**

[H Block Legal Description]

**Exhibit C to the First Supplemental Declaration to the Declaration of Covenants
and Restrictions for the Bridge Park New Community Authority, Dublin, Ohio**

[Resolution No. 2016-[____] adopted by the Board of Trustees of the Authority on
December 1, 2016]

EXHIBIT B

FIRST SUPPLEMENT TO AMENDED AND RESTATED DISBURSING AGREEMENT

[Attached]

FIRST SUPPLEMENT

to the

AMENDED AND RESTATED DISBURSING AGREEMENT

by and among

COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY

and

DEVELOPMENT FINANCE AUTHORITY OF SUMMIT COUNTY

and

TOLEDO-LUCAS COUNTY PORT AUTHORITY

and

THE HUNTINGTON NATIONAL BANK,
as Columbus Authority Trustee and as Disbursing Agent

and

U.S. BANK NATIONAL ASSOCIATION,
as Summit Authority Trustee

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Toledo Authority Trustee

and

BRIDGE PARK NEW COMMUNITY AUTHORITY

Dated as of December [___], 2016

FIRST SUPPLEMENT TO AMENDED AND RESTATED DISBURSING AGREEMENT

THIS FIRST SUPPLEMENT TO AMENDED AND RESTATED DISBURSING AGREEMENT (the “First Supplement”) is made and entered into as of December [___], 2016 by and among (i) the COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State (the “Columbus Authority”); (ii) THE HUNTINGTON NATIONAL BANK, a national banking association duly organized and validly existing under the laws of the United States of America and qualified to exercise trust powers under the laws of the State, as disbursing agent (in that capacity, the “Disbursing Agent”); (iii) THE HUNTINGTON NATIONAL BANK, as trustee under the A Block Indenture, as defined herein (the “A Block Trustee”); and (iv) the BRIDGE PARK NEW COMMUNITY AUTHORITY, a new community authority duly organized and validly existing under the laws of the State (the “Bridge Park NCA”), under the circumstances described herein, and supplements the Amended and Restated Disbursing Agreement dated as of August 1, 2016 (the “Amended and Restated Disbursing Agreement”) entered into by and among Bridge Park NCA, the Columbus Authority, the Disbursing Agent, the Development-Finance Authority of Summit County, the Toledo-Lucas County Port Authority, U.S. Bank National Association, and The Bank of New York Mellon Trust Company, N.A. Capitalized words or terms used in this First Supplement but not otherwise defined herein have the meaning assigned to them in the Amended and Restated Disbursing Agreement.

RECITALS:

A. Section 15 of the Amended and Restated Disbursing Agreement provides that the Bridge Park NCA, the Columbus Authority, and the Disbursing Agent may, without the consent of the other parties to the Amended and Restated Disbursing Agreement, but with the consent of the City, enter into supplements and amendments to the Amended and Restated Disbursing Agreement for the purposes of providing for the assignment and disbursement of any Assigned Payments, including an assignment to provide for the issuance of indebtedness secured by Assigned Payments, with certain exceptions thereto.

B. As contemplated by the Development Agreement, the Columbus Authority has determined to issue certain bonds in the maximum authorized principal amount of \$31,885,000, including (i) its \$27,300,000 Public Infrastructure Revenue Bonds, Series 2016A (Bridge Park A Block Project), dated December [___], 2016, consisting separately of the \$15,935,000 Public Infrastructure Revenue Bonds (Taxable), Series 2016A-1 (Bridge Park A Block Project) (the “Series 2016A-1 Bonds”) and the \$11,365,000 Public Infrastructure Revenue Bonds (Tax-Exempt), Series 2016A-2 (Bridge Park A Block Project) (the “Series 2016-A-2 Bonds” and, together with the Series 2016A-1 Bonds, the “Series 2016A Bonds”), and (ii) its \$4,585,000 Public Infrastructure Revenue Bonds (Tax-Exempt), Series 2016B (Bridge Park A Block Project), dated December [___], 2016, consisting separately of the \$1,135,000 Public Infrastructure Revenue Bonds (Taxable), Series 2016B-1 (the “Series 2016B-1 Bonds”) and the \$3,450,000 Public Infrastructure Revenue Bonds (Tax-Exempt), Series 2016B-2 (the “Series 2016B-2 Bonds” and, together with the Series 2016B-1 Bonds, the “Series 2016B Bonds” and,

collectively with the “Series 2016A Bonds”, the “A Block Project Bonds”), to finance the A Block Project, as defined herein, all pursuant to and as more fully described in the Trust Indenture dated December [___], 2016 (the “A Block Indenture”) by and among the A Block Trustee, the Columbus Authority, and the Disbursing Agent.

C. In connection with the issuance of the A Block Project Bonds, it is necessary to supplement the Amended and Restated Disbursing Agreement to provide, among other things, for the collection and payment of the Assigned Payments (i) to pay Debt Service Charges on the A Block Project Bonds when due; (ii) to pay the A Block Rating Amount when due; (iii) to pay the A Block Rebate Amount when due; (iv) to pay the A Block O&M Amount at such times and in such amounts as are required by the A Block Indenture; and (v) and to establish certain necessary accounts to be maintained by the Disbursing Agent in connection with the same.

D. Pursuant to Section 7.3 of the Development Agreement, the City agreed to provide to the NCA certain bed tax revenue for a term ending no sooner than the later of the repayment or defeasance of all such CFCFA/NCA Debt.

E. Each of the parties hereto has full right and lawful authority to enter into this First Supplement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

PROVISIONS:

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Use of Defined Terms.

- 1.1 “A Block,” “H Block,” and “Z Block” shall have the meanings assigned to those terms in the Development Agreement.
- 1.2 “A Block Assigned Payments” means the following:
 - 1.2.1 the Assigned Payments received by the Disbursing Agent from the City on each Payment Date and consisting of Assigned Payments, Assigned Minimum Service Payments, and Assigned NCA Revenues with respect to Blocks A and H;
 - 1.2.2 the Z Block Assigned Payments which may be received by the Disbursing Agent from the City on certain Payment Dates;
 - 1.2.3 the Assigned Payments received by the Disbursing Agent from the Columbus Authority and consisting of the Assigned Lease Payments;

- 1.2.4 the Assigned Payments received by the Disbursing Agent from the City on each Payment Date and consisting of Assigned Bed Tax Grant Payments.
- 1.3 “A Block Bond Payment Dates” means each May 15 and November 15.
- 1.4 “A Block Debt Service Charges” means for any period or payable at any time, the principal of, premium, if any and interest on the A Block Project Debt for that period or payable at that time whether due at maturity or upon acceleration or redemption.
- 1.5 “A Block O&M Amount” means any amounts necessary to fund or replenish the O&M Reserve Fund with respect to the A Block Project pursuant to the terms of the A Block Indenture, as more fully described therein.
- 1.6 “A Block Rating Reserve Amount” means any amounts necessary to complete or replenish the A Block Rating Reserve, as that term is defined in the A Block Indenture, as more fully described therein.
- 1.7 “A Block Rebate Amount” means any amounts necessary to pay rebate liability to the federal government with respect to the A Block Project Bonds from time to time.
- 1.8 “A Block Parking Facility” means a public parking garage featuring approximately 468 parking spaces to be located on the Project Site and financed through the issuance of the Bonds.
- 1.9 “A Block Project” means the A Block Parking Facility, the Events Center, and certain public roadway improvements within the Bridge Park NCA in support of the same.
- 1.10 “A Block Project Debt” means the A Block Project Bonds.
- 1.11 “A Block Trustee” means The Huntington National Bank, as trustee under the A Block Indenture.
- 1.12 “A Block Project Site” means the real property particularly described in Exhibit B to the Bond Advance Agreement dated December [___], 2016 by and among the A Block Trustee and the purchasers of the A Block Project Bonds.
- 1.13 “Assigned Bed Tax Grant Payments” means the annual Bed Tax Grant Payments from the City to the Bridge Park NCA, which Bed Tax Grant Payments the Bridge Park NCA has assigned to the Trustee, on behalf of the holders of the A Block Project Bonds, pursuant to the terms of the First Supplement.

- 1.14 “Assigned Lease Payments” means rent payments made by Bridge Park Events Center, LLC (the “Events Center Lessee”) to the Columbus Authority pursuant to the terms of the Lease dated December [____], 2016 by and between the Columbus Authority and the Events Center Lessee with respect to the Events Center, which Assigned Lease Payments the Columbus Authority has assigned to the Trustee, on behalf of the holders of the A Block Project Bonds, pursuant to the Assignment of Lease.
- 1.15 “Assignment of Lease” means that certain Assignment of Lease dated December [____] by the Columbus Authority to and for the benefit of the Trustee pursuant to the A Block Indenture.
- 1.16 “Bed Tax Grant Payments” means an amount equal to 25% of the lodging tax generated by the City from the operation of two hotels described in the Development Agreement, one to be located on A Block, as that term is defined in the Development Agreement, and the other hotel being developed at 5000 Upper Metro Place, after deducting the 25% amount to be paid to the Dublin Convention & Visitor’s Bureau.
- 1.17 “Events Center” means the approximately 19,000 square foot, 500-seat events center to be located on the A Block Project Site and financed through the issuance of the Bonds.
- 1.18 “Parking Facilities” shall, for the purposes of the Amended and Restated Disbursing Agreement, include in addition to public parking garages to be constructed, operated, and managed by the Columbus Authority pursuant to the terms of the TIF Agreement, the Events Center to be constructed, operated, and managed by the Columbus Authority pursuant to the terms of the TIF Agreement.
- 1.19 “Z Block Assigned Payments” means the Assigned Payments which may be received by the Disbursing Agent from the City on certain Payment Dates and consisting of Assigned Payments, Assigned Minimum Service Payments, and Assigned NCA Revenues with respect to Block Z; provided, however, that the payment of such Z Block Assigned Payments to the Disbursing Agent shall be made on a subordinate basis to the previously assigned and pledged West Garage Assigned Payments.

Section 2. A Block Subaccount.

2.1 There is hereby established with the Disbursing Agent, as a subaccount within the Bridge Park Debt Service Account, the “A Block Subaccount.” The Disbursing Agent may establish within the A Block Subaccount such subaccounts as may be necessary to fulfill its obligations hereunder.

2.2 On or before each Payment Date, the Disbursing Agent may receive as a part of the Assigned Payments those amounts designated by Written Direction from the City, Columbus Authority, the NCA or the Calculation Agent as the A Block Assigned Payments.

2.3 From that portion of the A Block Assigned Payments received by the Disbursing Agent that are NCA Revenues with respect to properties located in Blocks H and Z, the Disbursing Agent shall, at the Written Direction of the Columbus Authority or the Calculation Agent, transfer into the A Block Other Administrative Expense Subaccount the amount required to pay Administrative Expenses that are not Trustee Annual Fees (“Other Administrative Expenses”), pursuant to and as set forth in Section 9.3 of the Development Agreement.

2.4 From the A Block Assigned Payments received by the Disbursing Agent not including the amount required to pay Other Administrative Expenses, the Disbursing Agent shall, in the order of and to the extent specified through the Written Direction of the Columbus Authority or the Calculation Agent pursuant to the terms of the A Block Indenture, transfer into the A Block Subaccount (a) the amount required to pay A Block Debt Service Charges on the A Block Project Debt on the next immediate A Block Bond Payment Date, (b) the amount necessary to compete or replenish the A Block O&M Reserve Fund, (c) the amount necessary to complete or replenish the A Block Rating Reserve, (d) any amounts necessary to pay rebate liability to the federal government with respect to the A Block Project Bonds, and shall transfer into the A Block Administrative Expense Subaccount the amount required to pay Trustee Annual Fees on the A Block Project Debt on the next immediate A Block Bond Payment Date.

Section 3. Disbursement of Debt Service Account.

The subaccounts for the A Block Project Debt within the Debt Service Account shall be maintained and held in the sole custody of the Disbursing Agent for the benefit of and subject to a lien in favor of the A Block Trustee. Upon receipt and deposit of Assigned Payments to each subaccount, the Disbursing Agent shall promptly, not to exceed one (1) Business Day following their receipt, transfer and disburse the amounts within those subaccounts to the A Block Trustee.

Section 4. Assignment of Bed Tax Grant Payments.

The Bridge Park NCA hereby assigns, grants, transfers, and sets over without limitation all of its rights with respect to the Bed Tax Grant Payments to the A Block Trustee, on behalf of the Holders of the A Block Project Debt until the A Block Project Debt shall be fully repaid or defeased. The Bridge Park NCA agrees that, at any time and from time to time hereafter, it will, upon request therefor, sign and deliver such further documents and take such further actions as are necessary fully to effect the purpose of said assignment.

Section 5. Execution Counterparts.

This First Supplement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

Section 6. Severability.

If any provision of this First Supplement, or any covenant, obligation or agreement contained herein, is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7. Captions.

The captions and headings in this First Supplement shall be solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this First Supplement.

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IN WITNESS WHEREOF, the parties hereto have caused this First Supplement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

COLUMBUS-FRANKLIN COUNTY FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this First Supplement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

THE HUNTINGTON NATIONAL BANK,
as Disbursing Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this First Supplement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

BRIDGE PARK NEW COMMUNITY
AUTHORITY

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this First Supplement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

THE HUNTINGTON NATIONAL BANK,
as A Block Trustee

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the City of Dublin does hereby acknowledge and consent to the foregoing First Supplement to the Amended and Restated Disbursing Agreement by and through its duly authorized representative, as of the day and year first above written.

CITY OF DUBLIN

By: _____

Name: _____

Title: _____

EXHIBIT C

REPORTING AGREEMENT

[Attached]

REPORTING AGREEMENT

THIS REPORTING AGREEMENT dated December [___], 2016 (this “Agreement”), is by and among the Bridge Park New Community Authority (the “NCA”), the Columbus-Franklin County Finance Authority (the “Finance Authority”), Crawford Hoying Development Partners, LLC (the “Developer”), an Ohio limited liability company, and The Huntington National Bank, as trustee (the “Trustee”) with respect to the Bonds, as defined herein.

WITNESSETH:

WHEREAS, the Finance Authority is issuing certain bonds in the maximum authorized principal amount of \$31,885,000, including (i) its \$27,300,000 Public Infrastructure Revenue Bonds, Series 2016A (Bridge Park A Block Project), dated December [___], 2016, consisting separately of the \$15,935,000 Public Infrastructure Revenue Bonds (Taxable), Series 2016A-1 (Bridge Park A Block Project) (the “Series 2016A-1 Bonds”) and the \$11,365,000 Public Infrastructure Revenue Bonds (Tax-Exempt), Series 2016A-2 (Bridge Park A Block Project) (the “Series 2016-A-2 Bonds” and, together with the Series 2016A-1 Bonds, the “Series 2016A Bonds”), and (ii) its \$4,585,000 Public Infrastructure Revenue Bonds (Tax-Exempt), Series 2016B (Bridge Park A Block Project), dated December [___], 2016, consisting separately of the \$1,135,000 Public Infrastructure Revenue Bonds (Taxable), Series 2016B-1 (the “Series 2016B-1 Bonds”) and the \$3,450,000 Public Infrastructure Revenue Bonds (Tax-Exempt), Series 2016B-2 (the “Series 2016B-2 Bonds” and, together with the Series 2016B-1 Bonds, the “Series 2016B Bonds” and, collectively with the “Series 2016A Bonds”, the “Bonds”) pursuant to the Trust Indenture dated December [___], 2016 (the “Indenture”) among the Finance Authority, The Huntington National Bank, as disbursing agent, and the Trustee; and

WHEREAS, in connection with the issuance of the Bonds, the Developer, the Finance Authority, the NCA, and the Trustee have agreed to cooperate to provide certain information for the benefit of the holders of the Series 2016A Bonds from time to time (the “Holders”), and the Trustee has agreed to disseminate such information to the Holders, as more fully described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Developer, the Finance Authority, the NCA, and the Trustee each binding itself, its successors, and assigns, agree as follows:

Section 1. Purpose of the Reporting Agreement. This Agreement is being executed and delivered by the parties hereto for the benefit of the Holders and their lawful successors and assigns.

Section 2. Definitions. Capitalized terms used herein and not otherwise defined in this Section 2 have the meanings given to such terms in the preambles to this Agreement. In addition, the following words shall have the following meanings for all purposes of this Agreement. Capitalized terms not otherwise defined herein shall have the meanings as defined in the Indenture.

“A Block Parking Facility” means a public parking garage featuring approximately 468 parking spaces to be located on the Project Site.

“Annual Information” shall mean the information specified in Section 4.

“Assigned Bed Tax Grant Payments” annual payments received by the NCA in connection with a grant of certain bed tax revenue provided by the City to the NCA pursuant to Section 7.3 of the Development Agreement.

“Assigned Lease Payments” means lease payments paid by Bridge Park Events Center, LLC (the “Events Center Lessee”) to the Finance Authority pursuant to the Lease Agreement dated December [___], 2016 by and between the Finance Authority and the Events Center Lessee with respect to the Events Center Project.

“Assigned NCA Revenues” means the portion of the NCA Revenues with respect to the Project Site credited to the Special Account from time to time pursuant to the Cooperative Agreement and paid to the Disbursing Agent pursuant to the Disbursing Agreement.

“Assigned Service Payments” means the portion of the Service Payments with respect to the Project Site and the Minimum Service Payments with respect to the Project Site, together with any Z Block Assigned Payments (as that term is defined in the Disbursing Agreement) that are credited to the Special Account from time to time pursuant to the Cooperative Agreement and paid to the Disbursing Agent pursuant to the Disbursing Agreement.

“Bond” means any Bond issued pursuant to the Bond Proceedings and in accordance with this Indenture.

“Bond Advance Agreement” means the Bond Advance Agreement dated December [___], 2016 by and among the Finance Authority, the Series 2016A Bond Purchaser, and the Series 2016B Bond Purchasers relating to draws on the Bonds.

“Bond Proceedings” means the Indenture, Bond Legislation, and agreements, and amendments of and supplements to or any combination of them, authorizing or providing for the terms and conditions applicable to, or providing for the security for, liquidity or sale of, or the terms contained in, the Bonds.

“City” means the City of Dublin, Ohio.

“Cooperative Agreement” means the Tax Increment Financing and Cooperative Agreement dated as of December 1, 2015 among the City, the Finance Authority, and the NCA, as the same may be from time to time amended and supplemented.

“Developer” means Crawford Hoying Development Partners, LLC, as developer of the Project.

“Development Agreement” means the Development Agreement by and between the City and the Developer, dated August 14, 2015.

“Development Site” means the development supported by the Project, as more particularly described in Exhibit C to the Bond Advance Agreement.

“Disbursing Agent” means The Huntington National Bank, as disbursing agent under the Disbursing Agreement.

“Disbursing Agreement” means the Amended and Restated Disbursing Agreement dated as of August 1, 2016 by and among the Disbursing Agent, the Finance Authority, the NCA, the Development Finance Authority of Summit County, The Huntington National Bank, as trustee, the Toledo-Lucas County Port Authority, U.S. Bank National Association, and The Bank of New York Mellon Trust Company, N.A., as supplemented by the First Supplement to Amended and Restated Disbursing Agreement dated as of December [___], 2016, by and among the Disbursing Agent, the Finance Authority, and the NCA.

“Events Center Project” means the approximately 19,000 square feet, 500-seat events center to be located on the Project Site and financed through the issuance of a portion of the Bonds.

“Finance Authority” means Columbus-Franklin County Financing Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Listed Event” shall mean any of the events listed in Section 6(a) of this Agreement.

“Minimum Service Payments” means the Minimum Service Payments (as such term is defined in the Cooperative Agreement), if any, paid with respect to the Development Site.

“NCA” means the Bridge Park New Community Authority, a new community authority established under, and operating pursuant to, Ohio Revised Code Chapter 349.

“NCA Revenues” means the community development charges paid with respect to the Development Site.

“Project” means the A Block Parking Facility, the Events Center, and certain public roadway improvements within the District, together with appurtenances thereto, to be constructed on the Project Site.

“Project Site” means the real property particularly described in Exhibit B to the Bond Advance Agreement.

“Service Payments” means the Service Payments (as such term is defined in the Cooperative Agreement) paid with respect to the Development Site.

“Trustee” means the Trustee serving under the Indenture, initially The Huntington National Bank, and any successor Trustee as determined or designated pursuant to the Indenture.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies, and bodies.

Section 3. Obligation to Provide Disclosure.

(a) The Finance Authority in cooperation with the Developer, the NCA, and the Trustee, hereby undertakes for the benefit of the Holders to provide the following not later than September 30 of each year:

(i) To registered Holders, no later than 270 days after the end of each Fiscal Year, commencing with the Fiscal Year ended December 31, 2017, the Annual Information relating to such Fiscal Year; and

(ii) to registered Holders, in a timely manner, notice of a failure to provide any information required by subsections (i) above, or in accordance with the provisions of Section 5.

(b) The Finance Authority additionally undertakes for the benefit of the Holders of the Bonds to report or to cause the Trustee to report to the registered Holders the occurrence of a Listed Event in accordance with Section 5.

(c) The NCA agrees to cooperate with the Finance Authority by means of providing the information required in Section (4)(a) in such manner and at such times as the Finance Authority shall reasonably require in order to comply with its obligations hereunder.

(d) The Developer agrees to cooperative with the Finance Authority by means of providing the information required in Section 4(c) in such manner and at such times as the Finance Authority shall reasonably require in order to comply with its obligations hereunder.

Section 4. Annual Information. The required Annual Information shall consist of the following with respect to the applicable Fiscal Year:

(a) NCA Information.

(i) A copy of the NCA's audited financial statements, which shall include a statement of the balances on deposit. Notwithstanding the existence of any lesser requirement applicable under Ohio law from time to time, the NCA agrees to provide such audited financial statements on an annual basis throughout the term of this Agreement and at the cost of the NCA.

(b) Finance Authority Information. A report prepared annually by or under the direction of the Finance Authority to include the following information:

(i) A report from the Trustee including the following information with respect to funds and accounts held under the Indenture: (A) amounts received during the applicable Fiscal Year in the form of A Block Assigned Payments, Assigned Bed Tax Grant Payments, Assigned Lease Payments, Assigned Payments, and Z Block Assigned Payments, as those terms are defined in the Disbursing Agreement, and (B) the amount then held on the deposit by the Trustee under each of the accounts and any subaccounts established under the Indenture.

(ii) A report including the following information from the Franklin County Auditor and with respect to each parcel in the Project Site with respect to the preceding tax year: assessed valuation; assigned base valuation; and improved valuation.

(iii) A list of all Minimum Service Payment amounts payable in the current calendar year with respect to the Project Site.

(iv) Copies of any construction progress reports, completion notices, or similar documents received by the Finance Authority from the Developer with respect to the Project Site.

(c) Developer Information. A report prepared annually by or under the direction of the Developer to include the following information with respect to the previous tax year:

(i) A description outlining any damage to or destruction of any improvements on the Project Site that the Developer determines are reasonably likely to reduce any Assigned NCA Revenues or Assigned Service Payments.

(ii) A notification of any material default by the Developer with respect to any loan made for the construction or permanent financing on the Project Site.

- (iii) A notification of any filing of bankruptcy by the Developer or any of its affiliates.
- (iv) A listing of any litigation filed against Developer that the Developer determines are reasonably likely to affect any Assigned NCA Revenues or Assigned Service Payments.
- (v) A description of any material changes to the Development Site which the Developer reasonably determines will negatively affect the interests of the Holders with respect to the Bonds.

Section 5. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the “Listed Events”) as related to the Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) draws on the debt service reserve reflecting financial difficulties;
- (iv) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
- (v) modifications to rights of Holders, if material;
- (vi) Bond calls, if material, and tender offers;
- (vii) defeasances;
- (viii) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (ix) rating changes with respect to the Bonds; and
- (x) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Finance Authority has determined that the occurrence of a Listed Event has occurred, and if qualified by a materiality standard that such Listed Event is material, the Finance Authority shall notify in a timely manner and not more than 30 business days after occurrence of the event a notice of such occurrence with the Holders of the Bonds (the “Disclosure Event Notice”).

Section 6. Enforcement. Information prepared under this Agreement shall be for the benefit of the Holders and shall be enforceable by any Holder; however, a default under this Agreement will not constitute an Event of Default under the Indenture or any related documents thereto.

Section 7. Parties in Interest. This Agreement shall inure solely to the benefit of the parties hereto and their lawful successors and assigns.

Section 8. Amendments. The Finance Authority may amend or waive certain provisions of this Agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status or type of operations, and either (i) the Trustee determines that the amendment will not materially impair the interests of the Holders (which may be based on an opinion of counsel), or (ii) the Holders of a majority in aggregate principal amount of the outstanding Bonds consent.

Section 9. Termination. This Agreement shall remain in full force and effect until the earlier of (a) such time as the principal of and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased pursuant to the Indenture, or (b) the date on which the Bonds are sold in transaction that is subject to Rule 15c2-12 adopted by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to principles of conflict of laws.

Section 11. Severability. In the event anyone or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, (i) the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and (ii) the parties hereto shall engage in good faith negotiations to replace the invalid, illegal, or unenforceable provisions with valid, legal, and enforceable provisions the effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provisions.

Section 12. Headings. The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or construction of any provision of this Agreement.

Section 13. Notices. All notices required to be given or authorized to be given by any party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail to the following addresses:

Developer:

Crawford Hoying Development Partners, LLC
555 Metro Place North, Suite 600
Dublin, Ohio 43017
Attn: Brent D. Crawford and Jeffrey D. Roberts

Finance Authority:

Columbus-Franklin County Finance Authority
350 East First Avenue
Columbus, Ohio 43201
Attn: President

NCA:

c/o Crawford Hoying Development Partners, LLC
555 Metro Place North, Suite 600
Dublin, Ohio 43017
Attn: Brent D. Crawford and Jeffrey D. Roberts

Trustee:

The Huntington National Bank
3805 Edwards Drive, Suite 350
Cincinnati, Ohio 45209
Attention: Corporate Trust Department

Section 14. Assignments. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto and, as a condition to any such assignment, only upon the assumption in writing of all of the obligations imposed upon such party by this Agreement.

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IN WITNESS WHEREOF, the undersigned have duly authorized, executed, and delivered this Agreement as of the date first above written.

BRIDGE PARK NEW COMMUNITY AUTHORITY

By: _____

Name: _____

Title: _____

COLUMBUS-FRANKLIN COUNTY FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____

CRAWFORD HOYING DEVELOPMENT
PARTNERS, LLC

By: _____

Name: _____

Title: _____

THE HUNTINGTON NATIONAL BANK, as Trustee

By: _____

Name: _____

Title: _____

EXHIBIT D

HOTEL CHARGE COLLECTION AND DISTRIBUTION AGREEMENT

[Attached]

HOTEL CHARGE COLLECTION AND DISTRIBUTION AGREEMENT

This Hotel Charge Collection and Distribution Agreement (the “Agreement”) is made and entered as of December [___], 2016, by and between the Bridge Park New Community Authority (the “NCA”), a new community authority established under and operating pursuant to Ohio Revised Code Chapter 349, and the City of Dublin, Ohio (the “City” and, together with the NCA, the “Parties”).

WITNESSETH:

WHEREAS, on July 19, 2016, the Board of Directors of the NCA (the “NCA Board”), acting through its Resolution No. 2016-03, determined to levy a Hotel Charge within the territory of the NCA on the gross receipts from transactions by which lodging is or is to be furnished by a hotel to guests (the “NCA Hotel Charge”) at a rate equal to one percent (1.0%); and

WHEREAS, the NCA desires that the City serve as collection agent of the NCA Hotel Charge and to administer, collect, and enforce the NCA Hotel Charge on behalf of the NCA, and the City agreed to serve in such capacity; and

WHEREAS, the Parties each have determined that this Agreement is in their vital and best interests and that it will improve the health, safety, and welfare in the Parties’ respective communities; and

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the Parties agree as follows:

Section 1. Administration, Collection, and Enforcement of Hotel Charge.

- (a) The City agrees to administer, collect and enforce, or contract with a third party on its behalf to administer, collect and enforce, the NCA Hotel Charge on behalf of the NCA. The City hereby accepts the duties and responsibilities of the Charge Administrator, as that term is defined in the Declaration of Covenants and Restrictions for the Bridge Park New Community Authority, dated December 11, 2015 (the “Declaration”), but only with respect to the NCA Hotel Charge and to the extent provided herein or otherwise directed by the NCA Board.
- (b) The City Tax Administrator shall be responsible for the receipt, safeguarding, and investment of the NCA Hotel Charge collections within the District (the “NCA Hotel Charge Revenue”). The City shall establish an agency fund with the description “NCA Hotel Charge Revenue.” All monies received by the City on behalf of the NCA with respect to the NCA Hotel Charge shall be credited to this agency fund.
- (c) The City agrees to use best efforts to enforce and collect the NCA Hotel Charge. All monies and revenue collected as a result of any such collection efforts, including legal action when necessary, shall be paid by the City to The Huntington National Bank, as disbursing agent (the “Disbursing Agent”) under

the Amended and Restated Disbursing Agreement dated as of August 1, 2016 entered into among the Columbus-Franklin County Finance Authority, the Development Finance Authority of Summit County, the Disbursing Agent, The Huntington National Bank, as trustee, the NCA, the Toledo-Lucas County Port Authority, U.S. Bank National Association, and The Bank of New York Mellon Trust Company, N.A., as the same may be supplemented or amended from time to time, or as otherwise directed by the NCA Board.

- (d) The City shall maintain complete and accurate records of the following with respect to the NCA Hotel Charge: (a) all returns filed with the NCA; (b) payments; and (c) administrative and enforcement actions. All records shall be retained in accordance with the public records and records retention policies in effect from time to time of the City and the NCA Board.
- (e) The City shall be compensated for its services hereunder in an amount equal to three percent of NCA Hotel Charge Revenue, to be deducted monthly from the NCA Hotel Charge Revenue otherwise payable to the NCA.

Section 2. Hotel Charge Distribution.

- (a) Within thirty (30) days after the close of each month, beginning in the first month after the first collection of the NCA Hotel Charge Revenue, the City shall distribute NCA Hotel Charge Revenue to accounts designated by the City, for its services hereunder, and the NCA Board (each such distribution is hereinafter referred to as a “Revenue Distribution”).
- (b) The Revenue Distributions will be calculated in accordance with the accounting standards and procedures used by the City (the “Accounting Standards”).
- (c) The City shall provide the NCA with its Revenue Distribution, together with a statement describing the City’s calculation of the Revenue Distribution for that month (the “Calculation”), no later than thirty (30) days after the last day of each month. The records of the City relating to the Calculation and/or the amount of any Revenue Distribution shall be made available to the Parties for audit by the Party’s fiscal officer or by an independent auditor of the auditing district’s choice and at its sole expense.

Section 3. Annual Reconciliation.

- (a) The City shall conduct an annual reconciliation (“Reconciliation”) in accordance with its Accounting Standards. The City agrees to conduct its Reconciliation by the thirtieth (30th) day of April following each tax year for which Revenue Distributions are due under this Agreement.
- (b) The Reconciliation shall examine any deficiencies in the administration of the NCA Hotel Charge and/or Revenue Distributions that violate Accounting Standards and shall include, but not be limited to, an accounting review of the

calculation of NCA Hotel Charge, the amount of NCA Hotel Charge collected (including delinquent amounts due for prior periods), the amount of NCA Hotel Charge due (including amounts not yet collected), the amount of Revenue Distributions paid to the Parties, and the amount of Revenue Distributions owed under this Agreement.

- (c) Upon completion of the Reconciliation, the City shall use its best efforts to resolve, in a timely manner, any deficiencies in the administration of the NCA Hotel Charge or Revenue Distributions and shall promptly pay the Parties any amounts owed under this Agreement that have not been previously paid.
- (d) The City Tax Administrator shall, within sixty (60) days of the end of each fiscal year, provide a written report to the NCA detailing the receipt and distribution of the NCA Hotel Charge Revenue, which written report shall take the form of a cash basis report.
- (e) The City Tax Administrator, at the direction of the NCA, may conduct an additional audit of the books and records, including, without limitation, any state sales tax returns or any records required to be maintained under Ohio Revised Code Section 182.05 to the extent necessary to determine compliance with Article VI of the Declaration of any Owner or Tenant, as those terms are defined in the Declaration. As provided in the Declaration, in the event an audit reveals a discrepancy between the Hotel Charge submitted and the Hotel Charge due, and such discrepancy is greater than three percent (3.0%) of the Hotel Charge due, the NCA, in its sole discretion, may require that the applicable Owner or Tenant pay for the cost of such audit.

Section 4. Miscellaneous.

- (a) To the extent permitted by law, the NCA shall indemnify and hold harmless the City, its employees, and representatives for any claims, losses, damages, or expenses (including reasonable attorney fees) to the extent that such claims, losses, damages, or expenses are caused by or arise from the performance of the City's obligations under this Agreement.
- (b) The NCA has adopted legislation authorizing the City Tax Administrator to act as the Hotel Charge Administrator of the NCA and authorizing said City Tax Administrator to act in accordance with the City's rules and regulations in connection with the collection of the NCA Hotel Charge.
- (c) The City shall provide all of the following as needed for the performance of the City's obligations under this Agreement: (a) machines, including computers, printers, calculators, and miscellaneous machines, and the maintenance of same; (b) office furnishings and the maintenance of the same; (c) personnel, including payment of wages and fringe benefits; (d) paper; and (e) any other necessary paraphernalia and service.

- (d) The City shall ensure compliance with SSAE16 and any other generally accepted auditing standards relating to service organizations in the administration, collection, and disbursement of NCA Hotel Charge monies under this Agreement.
- (e) Prior to performing any extraordinary compliance or collection efforts, including but not limited to those involving collection agency fees, banking fees, or hiring a temporary collector, the City shall obtain approval of the NCA Board. If the NCA Board approves such efforts in advance, the NCA Board shall reimburse the City for associated expenses.
- (f) Further, the City shall notify all entities paying the City's bed tax within the NCA that the City is the tax collecting agent for the NCA with respect to the NCA Hotel Charge and that all NCA Hotel Charge payments and withholdings relating to the NCA shall be paid to the City.
- (g) To the extent permitted by law, the City hereby agrees to comply with the confidentiality provisions set forth in Section 5.09(i) of the Declaration.

Section 5. Term of Agreement. This Agreement is effective immediately upon execution and shall expire on December [___], 2066. The terms of this Agreement shall remain enforceable by the Parties after the expiration of the Agreement to the extent necessary to enforce Sections Two (2) through Four (4) of this Agreement.

Section 6. Amendment; Change of Law. This Agreement may be amended or modified by the Parties only in writing, signed by all Parties to the Agreement. Either Party may request to amend the Agreement with 120 days' notice.

Section 7. Notices. All payments, certificates and notices that are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

<u>If to the City of Dublin:</u> 5200 Emerald Parkway Dublin, Ohio 43017	Attention: City Manager
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<u>If to the NCA Board:</u> c/o Crawford Hoying Development Partners, LLC 555 Metro Place North, Suite 600 Dublin, Ohio 43017	Attention: Chairperson
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Either of the Parties may change its address for receiving notices and reports by giving notice of such change to the other Parties.

Section 8. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement.

Section 9. Severability. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party may execute this Agreement by signing any such counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date set forth above.

CITY OF DUBLIN, OHIO

By: _____
Its: City Manager

Approved as to Form:

Law Director

BRIDGE PARK NEW COMMUNITY
AUTHORITY

By: _____
Its: Chairperson

FISCAL OFFICER’S CERTIFICATE

The undersigned, fiscal officer of the Bridge Park New Community Authority (the “Authority”), certifies that the moneys required to meet the obligations of the Authority during the year 2016 under this Agreement have been lawfully appropriated by the Board of Trustees of the Authority for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2016

By: _____
Treasurer
Bridge Park New Community Authority

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Dublin, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2016 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2016

Angel L. Mumma
Director of Finance
City of Dublin, Ohio