

**EXHIBIT A
NINTH AMENDMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

THIS NINTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the “Ninth Amendment”) is made and entered into this _____ day of _____, 2013 (the “Effective Date”), by and between the CITY OF HUBER HEIGHTS, OHIO (the “City”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “State”) and its Charter, and DEC LAND CO. I LLC (the “Developer” and, together with the City, the “Parties”), an Ohio limited liability company, under the circumstances summarized in the following recitals (the capitalized terms not defined herein are being used herein as defined in the hereinafter referenced Amended and Restated Development Agreement).

RECITALS:

WHEREAS, the Parties heretofore entered into an Amended and Restated Development Agreement dated September 21, 2009 to provide for the development of the Property, which Amended and Restated Development Agreement was subsequently amended by the Parties by a First Amendment to Amended and Restated Development Agreement on February 11, 2010, by a Second Amendment to the Amended and restated Development Agreement on April 14, 2011, by a Third Amendment to the Amended and Restated Development Agreement on September 12, 2011, by a Fourth Amendment to the Amended and Restated Development Agreement on March 26, 2012, by a Fifth Amendment to the Amended and Restated Development Agreement on June 12, 2012, a Sixth Amendment to the Amended and Restated Development Agreement on November 7, 2012, a Seventh Amendment to the Amended and Restated Development Agreement on February 26, 2013 and an Eighth Amendment to the Amended and Restated Development on June 27, 2013 (the original Amended and Restated Development Agreement, amended as described in this paragraph is collectively referred to herein as the “Amended and Restated Development Agreement”); and

WHEREAS, pursuant to the Amended and Restated Development Agreement, the Parties heretofore agreed, among other matters that City would provide \$8,120,000 to pay the costs of Public Infrastructure Improvements (TIF Related) for Extraordinary Projects; and

WHEREAS, the parties have determined that, to further facilitate the development of the Development Site, City will provide an additional four hundred and sixty five thousand dollars (\$465,000) (\$8,585,000 in the aggregate) to pay the costs of Public Infrastructure Improvements (TIF Related) for Extraordinary Projects; and

WHEREAS, the Parties have determined to enter into this Ninth Amendment to provide for the continued development of the Development Site;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce Developer to continue to proceed with the proposed Development, the Parties hereto agree and obligate themselves as follows:

Section 1. **Amendment to Section 4.4(f)**. Section 4.4(f) is hereby amended and restated as follows:

“(f) **Financing of the Costs of Public Infrastructure Improvements (TIF Related) for Extraordinary Project**. If Developer provides written notice to City of an extraordinary project within the Eligible TIF Area, City reserves the right, but shall not be obligated, to waive all or any portion of the requirements of this Section 4.4 and provide sufficient monies (either through a financing or otherwise) to pay the costs of the Public Infrastructure Improvements (TIF Related) as identified by Developer as necessary to facilitate such extraordinary project.”

The City paid some of the costs of Public Infrastructure Improvements (TIF Related) to stimulate development in the Project. This stimulus has been very successful. 386 lots have been developed, 303 lots have been sold, and 295 homes have been built or are being built in the Project. The City wishes to continue to stimulate the sale of lots and the development of homes in the Project. Accordingly, the City agrees to provide four hundred and sixty five Dollars (\$465,000) from the proceeds of securities heretofore issued or to be issued by City or debt incurred, to pay the costs of proposed Public Infrastructure Improvements (TIF Related) for Extraordinary Projects for the development of lots for NVR, Inc. (“Ryan Homes”), M/I Homes of Cincinnati, LLC (“M/I”) and The Inverness Group, Incorporated (“Inverness”) pursuant to contracts between the Developer and Ryan Homes, the Developer and M/I, and the Developer and Inverness, or for other lots agreed to in writing by the City.

Developer is required to provide 29 additional lots to Inverness for homes in Phase I of Section 7 pursuant to a contract. Within ninety days after the effective date of City legislation approving the funds (the “Legislation”), the City will have the \$465,000 available to pay the costs of the Public Infrastructure Improvements (Extraordinary Projects) for these 29 lots. The Developer shall commence the construction of the additional 29 lots as soon as practicable after passage of the Legislation. Once the Public Infrastructure Improvements (Extraordinary Projects) have been approved, the parties shall enter into infrastructure agreements pursuant to subsection 4.4(c)(ii) of the Agreement.

The Parties agree to negotiate and develop in good faith a draw process for the payment of the Improvements which shall provide for the payment of the Improvements not more than once a month as the Improvements are developed, and will provide funds up to \$465,000 to pay towards the costs of public infrastructure of the lots in Phase I of Section 7. The parties agree to develop this draw process within 30 days after the Effective Date.

In Section 4.4(e)(iv)(A), “\$8,120,000” is hereby deleted and “\$8,585,000” is substituted in its place.

Section 2. **Executed Counterparts**. This Ninth Amendment may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Ninth Amendment to produce or account for more than one of those counterparts.

Section 3. **Continued Effect of Amended and Restated Development Agreement.** The Parties agree that except as expressly amended hereby, the Amended and restated Development Agreement shall continue in full force and effect. The Parties further agree that to the extent of any conflicts between this Ninth Amendment and the Amended and Restated Development Agreement, this Ninth Amendment shall govern.

IN WITNESS WHEREOF, the Parties have caused this Ninth Amendment to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

DEC LAND CO. I LLC

By: Carriage Trails at The Heights LLC
Its: Managing Member

By: _____
Printed: William W. Keethler II
Title: Vice President - Development

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

On this _____ day of _____, 2013, before me a Notary Public personally appeared William W. Keethler Vice President - Development of Carriage Trails at The Heights LLC, an Ohio limited liability company, Managing Member of DEC Land Co. I LLC, an Ohio limited liability company, the authorized representative of DEC Land Co. I LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of DEC Land Co. I LLC and the voluntary act and deed of DEC Land Co. I LLC.

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

Notary Public

CITY OF HUBER HEIGHTS, OHIO

Approved as to Form:

By: _____
Printed: Dave Studebaker
Title: City Manager

By: _____
Printed: Alan B. Schaeffer
Title: Director of Law

STATE OF OHIO :
 :
 : SS.
COUNTY OF MONTGOMERY :

On this ____ day of _____, 2013, before me a Notary Public personally appeared Dave Studebaker, the authorized representative of the City of Huber Heights, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the City of Huber Heights, Ohio and the voluntary act and deed of the City of Huber Heights, Ohio.

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

Notary Public

FISCAL OFFICER’S CERTIFICATE

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Ninth Amendment, certifies hereby that the monies required to meet the obligations of the City during the year 2013 under the foregoing Ninth Amendment 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: _____, 2013

James Bell
Director of Finance
City of Huber Heights, Ohio