BROWNFIELD REDEVELOPMENT AUTHORITY MEETING
Tuesday, November 17, 2026 – 2:00pm
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

AGENDA

1. **Roll Call**

2. **Approval of Agenda**

3. **Approval of Items on the Consent Agenda**

    a. **October 13, 2026 Minutes**

4. **Consent and Agreement of Authority for Farmington Place, 32900 Grand River Avenue - Combined Brownfield Plan and Act 381 Work Plan**

5. **Other Business**

6. **Public Comment**

7. **Brownfield Redevelopment Authority Comment**

8. **Adjournment**

Brownfield Redevelopment Authority
3:00 p.m., October 13, 2026
23600 Liberty Street
Farmington, MI 48335

BROWNFIELD REDEVELOPMENT AUTHORITY MEETING MINUTES

A meeting of the Brownfield Redevelopment Authority was held on October 13, 2026, at 23600 Liberty Street, Farmington, Michigan. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 3:00 PM

1. Roll Call

Attendee Name	Title	Status	Arrived
Steve Schneemann	Member	Present	
David Murphy	Member	Present	
Josh Leach	Member	Present	
Chris Weber	Member	Present	
Jessica Westendorf	Member	Excused	
Stephen Grech	Member	Present	
Kim Feigley	Member	Present	

2. Approval of the Agenda

Motion by Weber
Seconded by Leach

Resolved, move to approve the agenda as presented.

Motion carried unanimously

3. Approval of the Items on the Consent Agenda

a. September 22, 2026

Motion by Murphy
Seconded by Feigley

Resolved, move to approve the consent agenda as presented.

Motion carried unanimously

4. REIMBURSEMENT AGREEMENT FOR FARMINGTON PLACE, 32900 GRAND RIVER AVENUE – COMBINED BROWNFIELD PLAN AND ACT 381 WORK PLAN

At the BRA's September 22 meeting, the Board voted to recommend approval of the Plan to City Council.

At the Council's October 5 meeting, the Council voted to approve the Plan.

At this meeting, the BRA is being asked to approve the Reimbursement Agreement. This agreement has been reviewed by the City Attorney; the City's consultant, ARS; the developer, Farmington Place Preservation Limited Dividend Housing Association, LLC; the developer's consultant, Plante and Moran Realpoint; and the developer's attorney, Honigman, LLP.

Motion by Weber
Seconded by Murphy

Resolved, move to approve the Reimbursement Agreement for Farmington Place, 32900 Grand River Avenue - Act 381 Combined Brownfield Plan to Conduct MSHDA Housing Activities.

Motion carried unanimously

5. Other Business

No other business was heard

6. Public Comment

No public comment was heard

7. Brownfield Redevelopment Authority Comment

The Authority discussed a proposed splitting of the Farmington Place property into three parcels. The proposed split was expected to go to City Council and could require a future amendment to the Brownfield Plan to reflect the new parcel boundaries.

8. Adjournment

Motion by Grech
Seconded by Leach

Resolved, move to adjourn the meeting at 3:18 p.m.

Motion carried unanimously

Farmington Brownfield Redevelopment Authority Staff Report	**Board Meeting Date: November 17, 2026**	**Item Number**

Submitted by: Chris Weber, Assistant City Manager

Agenda Topic: Consideration to Approve the Consent and Agreement of Authority for Farmington Place, 32900 Grand River Avenue - Act 381 Combined Brownfield Plan to Conduct MSHDA Housing Activities

Proposed Motion:
Move to approve Consent and Agreement of Authority for Farmington Place, 32900 Grand River Avenue - Act 381 Combined Brownfield Plan to Conduct MSHDA Housing Activities

Or

Move to deny the Consent and Agreement of Authority for Farmington Place, 32900 Grand River Avenue - Act 381 Combined Brownfield Plan to Conduct MSHDA Housing Activities

Background:

FARMINGTON PLACE PRESERVATION LIMITED DIVIDEND HOUSING ASSOCIATION, LLC ("**Borrower**") has entered into a Credit Enhancement Agreement with **FEDERAL HOME LOAN MORTGAGE CORPORATION** ("**Lender**"). The Lender has required, as collateral for any advances that occur under this agreement, the assignment of TIF revenue included in the Reimbursement Agreement approved by the BRA at their October 13, 2026 meeting. Attached is a Authority Consent to Assignment document and Collateral Assignment of TIF Reimbursement Agreement. In the event that the applicant defaults on the terms of its mortgage, the lender is authorized to notify the City to make any remaining TIF payments directly to the lender. To the extent no TIF payments are due to the applicant, no TIF payments are owed to the lender. The lender steps into the shoes of the applicant but is not obligated to complete the applicant's project.

Materials:
Authority Consent to Assignment
Collateral Assignment of TIF Reimbursement Agreement

CONSENT AND AGREEMENT OF AUTHORITY

The Farmington Brownfield Redevelopment Authority, a public body corporate under the laws of the State of Michigan (the "**Authority**") previously adopted the Combined Brownfield Plan to Conduct MSHDA Housing Activities (the "**Plan**") on September 22, 2026, and, in connection therewith, the Authority and Farmington Place Preservation Limited Dividend Housing Association, LLC, a Michigan limited liability company (the "**Borrower**") entered into the Reimbursement Agreement dated as of October 13, 2026 (the "**Reimbursement Agreement**"), both in connection with the acquisition and construction of the multifamily rental housing development in Farmington, Michigan known as Farmington Place Apartments (the "**Project**").

FOR VALUE RECEIVED, the undersigned (such undersigned being hereinafter referred to as the "**Undersigned**") hereby consents to the Borrower's assignment of the TIF Document Rights (defined below) to Federal Home Loan Mortgage Corporation and its successors and assigns (collectively, the "**Lender**") pursuant to that certain Collateral Assignment of Tax Increment Financing Reimbursement Agreement dated November __, 2026 from Borrower in favor of Lender (the "**Assignment**"). The Assignment is being provided by Borrower to Lender as additional security for Borrower's obligations to Lender under the Credit Enhancement Reimbursement Agreement (as defined in the Assignment). The Undersigned does hereby warrant and represent, as of the date hereof, that to the actual knowledge of the Undersigned, no default exists under the terms of any agreement between Borrower and the Authority relating to the Project. As used herein, "**TIF Document Rights**" shall mean the Borrower's right to receive payments of Tax Increment Revenues under the Reimbursement Agreement, and all other interests and rights of the Borrower in and under the Reimbursement Agreement and the Plan.

The Authority does hereby agree: (a) in the event of any default or event of default by Borrower under the terms of the Credit Enhancement Reimbursement Agreement, the Authority shall, upon receipt of written notice and demand of Lender, continue performance under the Reimbursement Agreement; (b) in the event of any default by Borrower under the terms of any agreement between Borrower and the Authority relating to the Project, then the Authority shall deliver to Lender (at the address set forth below) written notice of such default and the action required to cure the same, and Lender shall have a reasonable time (but in no event less than thirty (30) days after receipt of such notice) within which Lender shall have the right, but not the obligation, to cure such default, and the delivery of such notice of default and the failure of Lender to cure the same within the time allowed, as aforesaid, shall be conditions precedent to the exercise of any right or remedy of the Authority arising by reason of such default; and (c) the Authority shall not enter into any modification or amendment of any agreement with Borrower regarding the Project without providing not less than ten (10) days' written notice thereof to Lender, or such shorter time period as necessary to avoid a default under any such agreement.

Notwithstanding anything herein or in the Credit Enhancement Reimbursement Agreement to the contrary, Lender, by its acceptance of this Consent and Agreement of Authority, acknowledges and agrees that the Authority shall not be required to remit future payments under the Reimbursement Agreement to Lender (or upon its order) unless and until Lender delivers to the Authority its written notice of a default or event of default by Borrower under the terms of the Credit Enhancement Reimbursement Agreement and direction to make such remittances to Lender. Borrower, by its acceptance of this Consent and Agreement of Authority, acknowledges

and agrees that the Authority is hereby irrevocably authorized and directed to make payments under Reimbursement Agreement directly to the Lender, upon receipt of such written notices, and to recognize the claims of the Lender or its assigns without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to the Lender or its successors or assigns or the existence of any default or event of default, and the Borrower hereby irrevocably directs and authorizes the Authority to pay exclusively to the Lender, in accordance with such notices, all sums due under the Reimbursement Agreement that are otherwise due and payable to Borrower under the Reimbursement Agreement and to the extent such sums are paid to the Lender, the Borrower agrees that the Authority shall have no further liability to the Borrower for the same. The receipt by the Lender or its assigns of any sum paid by the Authority shall be in discharge and release of that portion of any amount owed by the Authority to Borrower under the Reimbursement Agreement.

Each notice and, if applicable, Reimbursement Agreement payment to be provided to Lender hereunder shall be addressed as follows:

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Director of Multifamily Loan Servicing
Facsimile: (703) 714-3003
Telephone: (703) 903-2000

with a copy to:

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Director of Multifamily Loan Accounting
Facsimile: (571) 382- 4798
Telephone: (703) 714-4177

with a copy to:

Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive
McLean, Virginia 22102
Attention: Managing Associate General Counsel –Multifamily Legal Division
Facsimile: (703) 903-2885
Telephone: (703) 903-2000
Email: jennifer_davila@freddiemac.com

Dated: November __, 2026

[*Remainder of Page Left Blank Intentionally; Signatures on Following Page*]

ACKNOWLEDGED AND AGREED by the Authority:

FARMINGTON BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____

Name:

Title:

ACCEPTED BY LENDER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: _____
Name:
Title:

ACCEPTED BY BORROWER:

FARMINGTON PLACE PRESERVATION LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company

By: Farmington Place GP LLC,
a Delaware limited liability company
Its: Managing Member

By: RCH Farmington Place Partners LLC, a Delaware limited liability company
Its: Managing Member

By:_____
Brandon J. Kearse
Its: Authorized Signatory

PREPARED BY AND WHEN
RECORDED RETURN TO:

Sean C. Rucker, Esq.
Barnes & Thornburg LLP
555 12th Street, NW, Suite 1200
Washington, D.C. 20004-1275

(Space above reserved for recorder's use.)

COLLATERAL ASSIGNMENT OF TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT

This Collateral Assignment of Tax Increment Financing Reimbursement Agreement (this "**Assignment**") is made and entered into as of November ___, 2026, by **FARMINGTON PLACE PRESERVATION LIMITED DIVIDEND HOUSING ASSOCIATION, LLC** ("**Borrower**"), in favor of **FEDERAL HOME LOAN MORTGAGE CORPORATION** ("**Lender**"). Capitalized terms used herein without specific definition shall have the meanings given to them in the Credit Enhancement Reimbursement Agreement (as hereinafter defined).

A. Borrower is the owner of certain land located in the City of Farmington, Michigan, described in Exhibit A ("**Land**"). The Land is or will be improved with a multifamily rental housing project (the "**Improvements**" and together with the Land, the "**Mortgaged Property**").

B. Michigan State Housing Development Authority ("**Governmental Lender**") has made a bond mortgage loan to Borrower to finance the Mortgaged Property in the original principal amount of $20,000,000 (the "**Bond Mortgage Loan**") as evidenced by a Bond Mortgage Note dated November 25, 2026 (the "**Bond Mortgage Note**"), executed by Borrower and payable to Governmental Lender, which Bond Mortgage Loan will be credit enhanced by Lender (the "**Credit Enhancement**") at the request of Borrower pursuant to a Credit Enhancement Agreement dated as of November 1, 2026 (the "**Credit Enhancement Agreement**") between Lender and Argent Institutional Trust Company, as trustee. Borrower and Lender have entered into that certain Reimbursement and Security Agreement dated as of November 1, 2026 (the "**Credit Enhancement Reimbursement Agreement**"), pursuant to which Borrower has agreed to reimburse Lender for all advances made under the Credit Enhancement Agreement and make certain related payments and perform other obligations in connection therewith.

C. Pursuant to a Reimbursement Agreement, dated as of October 13, 2026, by and between the Farmington Brownfield Redevelopment Authority, a public body corporate organized and existing under the laws of the State of Michigan ("**Authority**") and Borrower ("**Reimbursement Agreement**"), Authority has agreed to use the property tax increment revenues

captured under the Combined Brownfield Plan to Conduct MSHDA Housing Activities (the "**Plan**"), entered into in connection with the Improvements, to reimburse the Borrower for eligible costs it incurs in making the project rehabilitation after the date of the Reimbursement Agreement, and to reimburse the Authority's cost, as described in the Plan.

D. Lender has required, as a condition to providing its Credit Enhancement of the Bond Mortgage Loan, that Borrower execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing and to induce Lender to provide its Credit Enhancement, Borrower agrees as follows:

1. Assignment. Borrower hereby transfers and assigns to Lender and grants to Lender, its successors and assigns, a security interest in all of its right, title and interest in and to the Reimbursement Agreement, the Plan and the Tax Increment Revenues (as defined in the Reimbursement Agreement) as security for the Borrower's obligations under the Credit Enhancement Reimbursement Agreement, and all future loans, advances, debts, liabilities, obligations, covenants and duties owing by Borrower to Lender of any kind or nature arising therefrom. This Assignment shall constitute a perfected, absolute and present assignment, provided that Lender shall not have any right under this Assignment to exercise any remedies under this Assignment until an Event of Default (as defined in Section 8 hereof) shall occur. In furtherance of such transfer and assignment, on the date of this Assignment, Borrower shall deliver to Lender the original executed Reimbursement Agreement.

2. Representations and Warranties. Borrower represents and warrants to Lender and agrees as follows:

(a) Borrower will not, without the prior written consent of Lender, modify, amend, supplement, terminate, surrender or change in any manner whatsoever the Reimbursement Agreement and will not release or discharge the obligations of any party thereto or modify or extend the time of performance thereunder or the scope of the work thereunder.

(b) The Reimbursement Agreement and the Tax Increment Revenues are free and clear of all liens, security interests, assignments and encumbrances other than the assignment and security interest created by this Assignment.

(c) Borrower has the full right, power and authority to assign the Reimbursement Agreement and the Tax Increment Revenues free and clear of any and all liens, security interests and assignments.

(d) Borrower will keep the Reimbursement Agreement and the Tax Increment Revenues free from any lien, encumbrance, assignment or security interest whatsoever, other than this Assignment and security interest.

(e) Borrower will from time to time and at the request of Lender execute such documents and pay the cost of filing and recording the same and do such other acts and things as Lender may request to establish and maintain a first priority perfected security interest in the Reimbursement Agreement and the Tax Increment Revenues which is valid

and superior to all liens, claims or security interests whatsoever, or to otherwise further evidence or implement the provisions and intent of this Assignment.

3. Covenants of Borrower. Borrower covenants and agrees that:

(a) It shall perform each and every one of its duties and obligations under the Reimbursement Agreement and observe and comply with each and every term, covenant, condition, agreement, requirement, restriction and provision of the Reimbursement Agreement.

(b) It shall give prompt notice to Lender of any claim of or notice of default under the Reimbursement Agreement known or given to it together with a copy of any such notice or claim if in writing.

(c) At the sole cost and expense of Borrower, Borrower will enforce the full and complete performance of each and every duty and obligation to be performed by Authority under the Reimbursement Agreement.

(d) It will appear in and defend any action arising out of or in any manner connected with the Reimbursement Agreement and the duties and obligations of Borrower or Authority thereunder.

4. Purpose of Assignment. This Assignment is made to induce Lender to provide the Credit Enhancement and for the purpose of securing the performance and observance by Borrower of all of the terms and conditions of the Credit Enhancement Reimbursement Agreement and all other obligations of Borrower under the Reimbursement Security Documents (as defined in the Credit Enhancement Reimbursement Agreement) in connection with the Mortgaged Property.

5. Right to Act on Behalf of Borrower; Payments under Reimbursement Agreement. Borrower hereby authorizes Lender (and all persons and entities designated by Lender) during an Event of Default to act on its behalf either in the name of Borrower or Lender (or the name of the person and entity designated by Lender) in connection with the exercise of any of the rights of Borrower under the Reimbursement Agreement. Borrower hereby irrevocably constitutes and appoints Lender (and all persons and entities designated by Lender) as its attorney-in-fact to demand, receive and enforce Borrower's rights with respect to the Reimbursement Agreement. Borrower agrees to reimburse Lender on demand for any expenses incurred by Lender, or its agents or attorneys, pursuant to the aforesaid authorization. Borrower hereby irrevocably instructs, directs, authorizes and empowers the Authority to recognize the claims of Lender, and its successors or assigns hereunder, and to act upon any instructions or directions of Lender (and all persons and entities designated by Lender) without investigating the reason for any action taken by Lender (or such other party or parties). The Borrower acknowledges, for the benefit of the Authority, that the payment of any amounts under the Reimbursement Agreement by the Authority to the Lender shall fully discharge and release the Authority from any obligation with respect to the amount so paid and the Authority shall have no further liability to the Borrower for such amount.

6. No Assumption By Lender. It is understood and agreed that Lender does not assume any of the obligations or duties imposed upon Borrower under the Reimbursement Agreement or

accept any responsibility or liability for the performance of any of the obligations imposed upon Borrower pursuant to the Reimbursement Agreement.

7. Scope of Assignment. The rights assigned by this Assignment include but are not limited to all of Borrower's interest in the Reimbursement Agreement and Tax Increment Revenues, including all right, power, privilege and option to modify or amend the Reimbursement Agreement, or waive or release the performance or satisfaction of any duty or obligation under the Reimbursement Agreement; provided, prior to any Event of Default, Borrower shall have the right to apply the Tax Increment Revenues for the purposes stated in the Reimbursement Agreement.

8. Event of Default. An "**Event of Default**" shall mean the occurrence of any default under the Reimbursement Agreement and the continuation of such default beyond any applicable grace period, or the occurrence of any Event of Default under any of the Reimbursement Security Documents (as defined in the Credit Enhancement Reimbursement Agreement).

9. Remedies. Upon the occurrence of an Event of Default, Lender may without demand or performance or other demand, advertisement, or notice of any kind, except such notice as may be required under the Uniform Commercial Code and all of which are, to the extent permitted by law, hereby expressly waived, (a) collect the amounts payable to Borrower pursuant to the Reimbursement Agreement and shall hold such amounts free and clear of the interest of Borrower therein and shall be entitled to own, hold, dispose of and otherwise deal with the amounts payable pursuant to the Reimbursement Agreement in its own right and name as its own property, or in the name of Borrower or otherwise, exercise any right of Borrower to demand, collect, receive and receipt for, compromise, compound, settle and prosecute and discontinue any suits or proceedings in respect of any or all of the amounts payable pursuant to the Reimbursement Agreement; (b) take any action that Lender may deem necessary or desirable in order to collect the amounts payable pursuant to the Reimbursement Agreement; exercise any of the remedies available to a secured party under the Uniform Commercial Code and/or to proceed to protect and enforce this Assignment by suits or proceedings or otherwise; and (c) enforce any other legal or equitable remedy available to Lender. The foregoing remedies are cumulative of and in addition to and are not restrictive of or in lieu of, the rights or remedies provided for or allowed in the Credit Enhancement Reimbursement Agreement or any other instrument given for the security of the Credit Enhancement, or as provided for or allowed by law or in equity.

Lender shall be entitled to direct all remedies and other actions which may be exercised by Lender under this Assignment.

10. Reserved.

11. Indemnity. Lender shall not have any obligation to perform or satisfy any duty or obligation of Borrower under the Reimbursement Agreement. Borrower shall and does hereby indemnify, defend and hold Lender harmless from and against and in respect of any and all actions, causes of action, suits, claims, demands, judgments, proceedings and investigations (or any appeal thereof or relative thereto or other review thereof) of any kind or nature whatsoever, arising out of, by reason of, as a result of or in connection with the Reimbursement Agreement, and any and all liabilities, damages, losses, costs, expenses (including fees of counsel and expenses and disbursements of counsel), amounts of judgment, assessments, fines or penalties, and amounts paid

in compromise or settlement, suffered, incurred or sustained by Lender as a result of, or reason of or in connection with any of the matters above, except that no party will be indemnified hereunder from liability for any losses, claims, damages, liabilities or expenses arising out of the willful misconduct or gross negligence of such party, as determined by a court of competent jurisdiction by final and non-appealable judgment.

12. Uniform Commercial Code. To the extent that this Assignment may be governed by the provisions of the Uniform Commercial Code now or hereafter in effect, this Assignment shall be deemed to be a security agreement within the meaning of the Uniform Commercial Code, shall be governed by the provisions thereof and shall constitute a grant to Lender of a security interest in the Reimbursement Agreement and the Tax Increment Revenues.

13. Choice of Law. Notwithstanding the place of execution of this instrument, the parties to this Assignment have contracted for Michigan law to govern this Assignment and it is agreed that this Assignment is made pursuant to, and shall be construed and governed by, the laws of the State of Michigan without regard to the principles of conflicts of law.

14. Notices. Any notices and other communications permitted or required by the provisions of this Assignment (except for telephonic notices expressly permitted) shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as Certified Mail, Return Receipt Requested, bearing adequate postage, or deposited with a reputable private courier or overnight delivery service, and addressed as hereinafter provided. Each such notice shall be effective upon being deposited as aforesaid. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least 10 days' notice thereof, either party hereto shall have the right from time to time to change its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Lender shall be addressed as follows:

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Director of Multifamily Loan Servicing
Facsimile: (703) 714-3003
Telephone: (703) 903-2000

with a copy to: Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive
McLean, Virginia 22102
Attention: Director of Multifamily Loan Accounting
Facsimile: (571) 382- 4798
Telephone: (703) 714-4177

with a copy to: Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive
McLean, Virginia 22102
Attention: Managing Associate General Counsel –Multifamily
Legal Division
Facsimile: (703) 903-2885
Telephone: (703) 903-2000
Email: jennifer_davila@freddiemac.com

Each notice to Borrower shall be addressed as follows:

Farmington Place Preservation LDHA, LLC
c/o Jonathan Rose Companies
551 Fifth Avenue, 23rd Floor
New York, NY 10176
Attention: Scott Frye
Email: sfrye@rosecompanies.com
Telephone: (440) 241-1895

with a copy to:

Honigman LLP
650 Trade Centre Way, Suite 200
Kalamazoo, MI 49002
Attention: Steven Rypma
Phone: (269) 337-7842
Email: srypma@honigman.com

Each notice to the Authority shall be addressed as follows:

Farmington Brownfield Redevelopment Authority

23600 Liberty Street

Farmington, Michigan 48355
Attention: Chris Weber, Assistant City Manager

15. Successors and Assigns; Recording. This Assignment shall bind Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. At the option of Lender, this Assignment may be recorded in the land records of Oakland County, Michigan.

16. Release. Upon a determination by Lender that the obligations secured by this assignment have been fully satisfied, Lender shall thereupon deliver to Borrower such instruments of release as, in the opinion of Borrower, may be necessary to release the interests of Lender in the Reimbursement Agreement and the Tax Increment Revenues.

17. Third Party Beneficiaries. The Authority is intended to be and shall be a third-party beneficiary for purposes of Section 5 of this Assignment.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the date and year first written above.

BORROWER:

FARMINGTON PLACE PRESERVATION LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company

By: Farmington Place GP LLC,
a Delaware limited liability company
Its: Managing Member

By: RCH Farmington Place Partners LLC, a Delaware limited liability company
Its: Managing Member

By:_____
Brandon J. Kearse
Its: Authorized Signatory

[Signature Page to Collateral Assignment of Tax Increment Financing Reimbursement Agreement and Tax Increment Revenues]

EXHIBIT A

LEGAL DESCRIPTION