

EXHIBIT A

COMMUNITY REINVESTMENT AREA ABATEMENT AGREEMENT

This Community Reinvestment Area Abatement Agreement (“**Agreement**”) is made and entered between the CITY OF WORTHINGTON, a municipal corporation with its offices at 6550 North High Street, Worthington, Ohio 43085 (the “**City**”), and FC BANK, A DIVISION OF CNB BANK, a bank doing business under authority granted by the bank chartering authority of the State of Pennsylvania and making use of such fictitious name in Ohio, with its principal offices at One South State Street, Clearfield, Pennsylvania 16830 (“**FC Bank**”), (both collectively referred to herein as the “**Parties**”) and sets forth the complete understanding of the Parties as to the exemption of real property taxes on improvements made to the Property, defined below, pursuant to the City’s Community Reinvestment Area exemption program and Ohio Revised Code (“**ORC**”) §§3735.65 *et seq.* (the “**CRA Exemption**”).

WITNESSETH:

WHEREAS, the Worthington City Council, by Ordinance 18-2005, adopted May 16, 2005, designated an area of the City as a “**Community Reinvestment Area**” pursuant to ORC Chapter 3735; and,

WHEREAS, the Director of Development of the State of Ohio, as of June 27, 2005, determined that the so-designated area in Ordinance 18-2005 contains the characteristics set forth in ORC §3735.66 and confirmed said area (i.e., Area No. 049-86604-01) as a Community Reinvestment Area thereunder; and,

WHEREAS, the City has encouraged the acquisition and redevelopment of real property in the Worthington Community Reinvestment Area; and,

WHEREAS, FC Bank has acquired real property within the Worthington Community Reinvestment Area and proposes to redevelop said property for the purpose of constructing new regional headquarters and bank branch operations in the City, provided that the appropriate development incentives are available to support the economic viability of the proposed redevelopment; and,

WHEREAS, pursuant to ORC §§3735.65 *et seq.*, the City has the authority to provide, and is desirous of so providing, FC Bank with a CRA Exemption to induce the Project, defined below; and,

WHEREAS, in the time since the Director of Development of the State of Ohio’s confirmation, the Worthington City Council has from time to time adopted legislation to maintain its authority to provide CRA Exemption incentives, to include making the City Economic Development Manager the City Housing Officer under ORC §3735.66 (Ordinance 58-2011, adopted December 12, 2011) and naming new members to the Worthington CRA Housing Council under ORC §3735.69 (Resolution 03-2012, adopted January 17, 2012 and Resolution 34-2013, adopted September 3, 2013); and,

WHEREAS, FC Bank filed an application with the City Housing Officer on June 1, 2015, which said application is incorporated herein and referenced hereto as part of this Agreement (the “**Application**”), for an exemption from real property taxation of a percentage of assessed valuation of the new structure to be constructed under the Project, defined below, with such new structure to be used for commercial purposes; and,

WHEREAS, the City Housing Officer verified the Application submitted by FC Bank and determined the construction meets the requirements for such a CRA Exemption; and,

WHEREAS, the City Housing Officer will include in filings with the Ohio Development Services Agency regarding this matter the application fee, remitted by FC Bank, as such fee is set forth under ORC §3735.672(C) and Ohio Administrative Code Rule 122:9-1-01; and,

WHEREAS, the City is not required to obtain approval of the CRA Exemption by the Board of Education of the Worthington City School District (the “**Board**”), pursuant to ORC §3735.671(A)(2)(a), namely that 50 percent of the taxes on the Property, defined below, will not be exempted from taxation under this Agreement; and,

WHEREAS, the City provided the Board with notice of the proposed CRA Exemption on July 1, 2015 pursuant to the requirements set forth under ORC §5709.83; and,

WHEREAS, FC Bank and the City acknowledge that this Agreement must be approved by formal action by the Worthington City Council as a condition for this Agreement to take effect, with this Agreement thereafter taking effect upon any such approval; and,

WHEREAS, the Worthington City Council adopted Ordinance 29-2015 on July 20, 2015, declaring that construction of new structures under the Project, defined below, are a public purpose for which exemptions from real property taxation may be granted (the “**Improvements**”); and,

WHEREAS, FC Bank and the City further acknowledge that this Agreement has been entered into prior to the commencement of construction under the Project as defined herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and he benefit to be derived by the Parties from the execution hereof, the Parties herein agree as follows:

§1. Project Description. FC Bank has purchased 6600 North High Street, Worthington, Ohio 43085, Franklin County Auditor Parcel ID 100-002591-00 (the “**Property**”) in fee and will demolish existing structures thereon and construct a new 18,500 square foot two-story building with frontage on High Street to accommodate its regional headquarters and enhanced bank branch operations in the City (the “**Project**”). The Project will involve a total investment by FC Bank of approximately four million five hundred ninety-five thousand dollars (\$4,595,000.00). Included in this investment is approximately one million six hundred ninety-five thousand dollars (\$1,695,000.00) for the acquisition of the Property, and an estimated two million nine-hundred thousand dollars (\$2,900,000.00) in new constructions costs.

The Project will commence on or about August 31, 2015 (the “**Commencement Date**”). It is intended that all construction and improvements will be completed by December 31, 2016.

§2. Employment Positions & Total Annual Payroll. Beginning with the Commencement Date and continuing throughout the term of this Agreement, according to the itemized schedule set forth in this §2, FC Bank shall create a total of 32 new full-time permanent employment positions at the Project (“**New Jobs**”). In addition, and continuing throughout the term of this Agreement, FC Bank shall retain four (4) existing full-time permanent employment positions relocated to the Project from leased space at 5858 North High Street, Worthington, Ohio 43085 (“**Retained Jobs**”).

Pursuant to ORC §3735.671(B)(4) and (5), FC Bank’s New Jobs, the Retained Jobs and the total annual payroll therefrom are itemized below:

Time Period (Year)	New Jobs Created (Cumulative)	Retained Jobs (Cumulative)	Total Annual Payroll
1	14	4	\$ 1,318,000
2	19	4	1,719,000
3	22	4	1,939,000
4	25	4	2,213,000
5	27	4	2,445,000
6	30	4	2,787,000
7	32	4	2,995,000
8	32	4	2,995,000
9	32	4	2,995,000
10	32	4	2,995,000

§3. CRA Exemption. The City hereby grants FC Bank a tax exemption equal to a percentage of the assessed valuation of the Property exempted hereunder, for the Improvements made under the Project, for the following period and for the following benefit level:

Exemption Period	Exemption Benefit Level
Ten (10) Years	Fifty Percent (50%)

The exemption provided under this §3 commences the first year for which the Property would first be taxable were that property not exempted from taxation under this Agreement. No CRA Exemption hereunder shall commence after tax year 2017 (i.e., tax lien date January 1, 2017), nor extend beyond tax year 2027.

FC Bank agrees and consents to the City preparing and filing all necessary applications and supporting documents to obtain the exemption authorized by the CRA Exemption Statutes and the City. The City shall perform such acts as are reasonably or legally necessary or appropriate to effect, claim, reserve, and maintain the CRA Exemption granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemption.

§4. Annual Monitoring. FC Bank shall provide the Worthington Tax Incentive Review Council, organized under ORC §5709.85 (“**Worthington TIRC**”), any information reasonably required by the Worthington TIRC to evaluate FC Bank’s compliance with this Agreement, including returns filed pursuant to ORC §5711.02 if requested by the Worthington TIRC.

Pursuant to ORC §3735.671(D), FC Bank shall remit an annual monitoring and reporting fee payable to the City at such time as the Worthington TIRC requests information under this §4, with the annual fee equal to the greater of five hundred dollars (\$500.00) or one percent (1%) of the amount of taxes exempted hereunder up to a maximum two thousand five-hundred dollars (\$2,500.00) annually, for each year throughout the term of this Agreement.

§5. Taxes Otherwise Due. FC Bank shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If FC Bank fails to pay such taxes or file such returns and reports, exemptions under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

§6. CRA Exemption Continues. If, for any reason, the Community Reinvestment Area designation expires, or the Director of Development of the State of Ohio revokes his or her confirmation of the area, or the City revokes the designation of the area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless FC Bank materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the CRA Exemption pursuant to this Agreement.

§7. Certifications. Pursuant to ORC §3735.671(C)(3), FC Bank hereby certifies that at the time this Agreement is executed, FC Bank does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which FC Bank is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the ORC, or, if such delinquent taxes are owed, FC Bank currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, *et seq.*, or such a petition has been filed against FC Bank. For the purposes of this §7, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the ORC chapter governing payment of those taxes.

§8. Failure to Comply. If FC Bank materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification under §7, above, is fraudulent, the City may terminate or modify the CRA Exemption under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the Property not been exempted from taxation under this Agreement. Repayment of taxes under this §8 may be secured by the City by a lien placed on the Property in the amount required to be repaid hereunder, and such lien shall attach, and may be perfected, collected and enforced in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as such.

If to FC Bank: FC Bank
Attention: President
6600 North High Street
Worthington, Ohio 43085

with a copy to:

Price Finley, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: No Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future official, member, officer, agent or employee of the City or FC Bank in other than his or her official capacity. No official executing or approving the City's or FC Bank's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(d) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(e) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(f) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(g) Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

In witness thereof, the Parties have caused this Agreement to be executed this _____ day of _____, 2015.

CITY OF WORTHINGTON

FC BANK, A DIVISION OF CNB BANK

By: _____
Matthew H. Greeson, City Manager

By: _____

Its: _____