SPECIAL ASSESSMENT AGREEMENT

by and among

COUNTY TREASURER OF FRANKLIN COUNTY, OHIO,

and

CITY OF COLUMBUS, OHIO,

and

COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY,

and

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

and

KNIGHTSBRIDGE OLENTANGY LLC

Dated as of July 31, 2018

SPECIAL ASSESSMENT AGREEMENT

THIS SPECIAL ASSESSMENT AGREEMENT (this **Agreement**) is made effective as of July 31, 2018, by and among the County Treasurer of Franklin County, Ohio (the **Treasurer**), the City of Columbus, Ohio (the **City**), the Bexley, Columbus, Dublin, Grove City, Hilliard, Perry Township, Whitehall, Worthington Regional Energy Special Improvement District, Inc., doing business under the registered trade name Columbus Regional Energy Special Improvement District, Inc., (the **District**), the Columbus-Franklin County Finance Authority (the **Authority**), and Knightsbridge Olentangy LLC (the **Owner**).

BACKGROUND:

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

WHEREAS, the Owner has determined that it is in its best interests to cause the acquisition, construction, installation, improvement, and equipping of energy efficiency improvements, including, without limitation, a building automation system with mixing box replacements, lighting upgrades with ceiling replacement, a domestic hot water system resulting in natural gas savings, an air handling unit, energy efficient window film, energy efficiency technologies, products, and activities that reduce or support the reduction of energy consumptions or allow for the reduction in demand, and related improvements (collectively, the **Project**) on the real property located within Franklin County, Ohio (the **County**) and the City, and as more fully described in Exhibit A to this Agreement (the **Property**); and

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

WHEREAS, the costs of the Project are being funded through an advance in the amount of $436,642.48 (the **Project Advance**) to the Owner pursuant to an Energy Project Cooperative Agreement dated as of July 31, 2018 between the Finance Authority, the District, the Owner, and the City (the **Energy Project Cooperative Agreement**); and

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

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

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

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

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

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

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

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

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

WHEREAS, pursuant to the Delinquent Tax Lien Sale Act, the Treasurer, in his discretion, may sell such Tax Certificates at a discount from the full amount of the general real estate taxes,

assessments, including the Special Assessments, penalties and interest that have become delinquent; and

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

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

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

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

Section 1. Special Assessments.

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

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

1.3 In the event the Project Advance is prepaid or redeemed, in whole or in part, the parties shall, in cooperation with the Owner, and to the extent permitted by law, cause the

aggregate lien of the Special Assessments to be no greater than the remaining principal of and interest and premium, if any, on the Project Advance through maturity.

1.4 To the extent that the Owner prepays any of the required payments pursuant to the Energy Project Cooperative Agreement, then the amounts of the Special Assessments shall be reduced in accordance with the Assessment Schedule attached to the Petition.

1.5 To secure payments made on the Project Advance, the City hereby assigns to the Authority all of its rights, title to, and interest in the Special Assessments to be levied with respect to the Project Costs. As long as the Project Advance shall be outstanding and amounts shall be due and owing under the Energy Project Cooperative Agreement with respect to the Project Advance, the City assigns to the Authority all of its right, title and interest in and to, and grants to the Authority a security interest in, the Special Assessments received by the City and in the City's related special assessment fund. The Authority, as assignee of the City, is hereby authorized to take any and all such actions as assignee of and, to the extent required by law, in the name of and for and on behalf of the City, to collect delinquent Special Assessments levied by the City pursuant to law and to cause the lien securing the delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings. The proceeds of the enforcement of any such lien shall be deposited and used in accordance with this Agreement and the Energy Project Cooperative Agreement. The Treasurer, the City, the District, the Authority, and the Owner each hereby acknowledges, agrees with, and consents to those assignments.

1.6 The City, upon receipt of any moneys received by the City as Special Assessments, but in any event not later than 15 calendar days after the receipt of such moneys and the corresponding final settlement from the County Auditor, shall deliver to the Authority all such moneys received by the City as Special Assessments. The City's obligation to transfer the Special Assessments to the Authority shall be absolute and unconditional, and the City shall make such transfers without abatement, diminution, or deduction regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment, or counterclaim which the City may have or assert against the Authority, the Owner, or any other person; provided, however, that the City's obligation to transfer special assessments is limited to the Special Assessments actually received by the City from the County Auditor. The Authority may from time to time provide written payment instructions to the City for payment of Special Assessments by check, wire instructions, or other means.

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

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

Section 2. Foreclosure Process.

2.1 The Treasurer, the City, the Authority, and the Owner each acknowledge that the Special Assessments are to secure payments relating to the Project Advance, including the Project Costs and other amounts as provided under the Energy Project Cooperative Agreement. The Treasurer agrees that so long as the Project Advance is outstanding and the Project Costs thereon, and other amounts under the Energy Project Cooperative Agreement are secured, at least in part, by the revenues derived from the Special Assessments, upon the Treasurer's receipt of written notice from the Authority or the District, with a copy to the other of the Authority or the District and to the Owner and the City that an Event of Default (as defined under the Energy Project Cooperative Agreement) has occurred and is continuing and which notice directs Treasurer to foreclose on the lien of the Special Assessments, the Treasurer will, not later than thirty (30) days from the date of the receipt of such notice, file and diligently prosecute a foreclosure action against the Property, following the procedures for lien foreclosures established in Ohio Revised Code § 323.25 and related sections. The foreclosure action shall be to collect all Special Assessments then due and owing on the Property in accordance with the Petition. Without the prior written consent of the District and the Authority, the Treasurer will not confirm the sale of the Property for an amount less than 100% of the amount of the Special Assessments and other general real estate taxes, payments in lieu of taxes, and assessments then due and owing with respect to the Property, as shall be certified by the District to the Treasurer pursuant to the records of the Treasurer. All fees and expenses of the Treasurer in collecting the Special Assessments are to be included and paid for by the Owner.

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

2.3 The Treasurer hereby covenants and agrees that if any of the general real estate taxes, payments in lieu of taxes, assessments, including the Special Assessments, governmental charges, or penalties and interest on the Property are delinquent and the Delinquent Tax Lien Sale Act would permit the Treasurer to negotiate the sale of Tax Certificates with respect

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

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

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

2.6 The District and the Authority each hereby agrees that upon written notice from the Treasurer pursuant to Section 2.1 of this Agreement, it, within 30 days of receipt of the Treasurer's notice, shall give a written response to the Treasurer indicating therein whether it consents to the request for sale of a Tax Certificate or Tax Certificates.

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

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

Section 3. Indemnification by Owner

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

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

Section 4. Additional Agreements and Covenants.

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

foreclosure process established pursuant to this Agreement is a covenant running with and is enforceable against the Property.

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

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

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

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

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

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

If to Owner: Knightsbridge Olentangy LLC
1533 Lake Shore Drive
Columbus, Ohio 43204

4.4 (a) The Authority shall have the unrestricted right at any time or from time to time, and without the Treasurer, the City, the District, or the Owner's consent, to assign all or

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

(b) The Authority shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Treasurer, the City, the District, or the Owner, to grant to one or more persons (each, a **Participant**) participating interests in the Authority's obligation to make the Project Advances under the Energy Project Cooperative Agreement or any or all of the loans held by Authority under the Energy Project Cooperative Agreement. In the event of any such grant by the Authority of a participating interest to a Participant, whether or not upon notice to the Treasurer, the City, the District, and the Owner, the Authority shall remain responsible for the performance of its obligations under the Energy Project Cooperative Agreement and the Owner shall continue to deal solely and directly with the Authority in connection with the Authority's rights and obligations under the Energy Project Cooperative Agreement.

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

4.5 This Agreement shall be construed in accordance with the laws of the State of Ohio.

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

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

(Signature Pages Immediately Follow)

IN WITNESS WHEREOF, each party to this Agreement has caused this Agreement to be executed in its respective name and capacity by its respective duly authorized officers, all as of the day and the year first written above.

"TREASURER"
COUNTY TREASURER OF FRANKLIN COUNTY, OHIO

_____
Treasurer
County of Franklin, Ohio

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named FRANKLIN COUNTY TREASURER, who acknowledged that he or she did sign the foregoing instrument and the same is his or her free act and deed as such officer of Franklin County.

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

_____
Notary Public

[SEAL]

"CITY"
CITY OF COLUMBUS, OHIO

_____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

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

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

_____

Notary Public

[SEAL]

"AUTHORITY"
COLUMBUS-FRANKLIN COUNTY
FINANCE AUTHORITY

_____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

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

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

_____

Notary Public

[SEAL]

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

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named BEXLEY, COLUMBUS, DUBLIN, GROVE CITY, HILLIARD, PERRY TOWNSHIP, WHITEHALL, WORTHINGTON REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., d/b/a COLUMBUS REGIONAL ENERGY SPECIAL IMPROVEMENT DISTRICT, INC. by _____, its _____, who acknowledged that such officer did sign the foregoing instrument and that the same is such officer's free act and deed as such officer and of said district.

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

_____
Notary Public

[SEAL]

"OWNER"
KNIGHTSBRIDGE OLENTANGY LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named KNIGHTSBRIDGE OLENTANGY LLC by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and of said company.

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

_____
Notary Public

[SEAL]

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

FISCAL OFFICER'S CERTIFICATE

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

Dated: _____, 2018

_____
City Auditor
City of Columbus, Ohio

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property subject to this Agreement is located at the commonly used mailing address 4885 Olentangy River Road, Columbus, Ohio with Franklin County Auditor Parcel ID No. 010-291351-00, and having the following legal description:

DESCRIPTION OF 2.980 ACRE TRACT AT
4885 OLENTANGY RIVER ROAD,
CITY OF COLUMBUS, FRANKLIN CO., OHIO

Situated in the State of Ohio, County of Franklin, City of Columbus, in Quarter Township 2, Township 1 North, Range 18 West, United States Military Lands and being a portion of Lot E, as shown upon the plat of Olentangy Commercial Center, of record in Plat Book 49, Page 5, said Lot E having been conveyed, as a 5.105 acre tract of land, to Knightsbridge N-W LLC, by deed of record in Instrument 2012 083101 28729, all records referenced to the Recorder's Office, Franklin County, Ohio, and being bounded and described as follows:

Beginning at a 3/4" I.D. iron pipe set in the west right-of-way line of Olentangy River Road (60 feet wide), in the east line of said Lot E and in the east line of said 5.105 acre tract, said iron pipe being S 28° 30' 34" E a distance of 150.32 feet from a 3/4" I.D. iron pipe set at the northeast corner of said Lot E, at the northeast corner of said 5.105 acre tract and in the south line of a 1.757 acre tract of land conveyed to Elfriede D. Drescher (Life Estate) by deeds of record in Official Record 6347, Page C 20 and Instrument 200508230171833;

thence S 28° 30' 34" E along the west right-of-way line of Olentangy River Road, along a portion of the east line of said Lot E and along a portion of the east line of said 5.105 acre tract a distance of 242.64 feet to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the north end of a curve connecting the west right-of-way line of Olentangy River Road with the north right-of-way line of Knightsbridge Boulevard (60 feet wide), as shown upon said plat of Olentangy Commercial Center;

thence southwesterly along said connecting curve, along the curved southeast line of said Lot E, along the curved southeast line of said 5.105 acre tract and with a curve to the right, data of which is: radius = 20.00 feet and delta = 90° 25' 35", arc length = 31.56 feet, a chord distance of 28.39 feet bearing S 16° 42' 14" W to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the point of tangency at the west end of said connecting curve;

thence S 61° 55' 01" W along the north right-of-way line of Knightsbridge Boulevard, along a south line of said Lot E and along a south line of said 5.105 acre tract a distance of 23.66 feet to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at a point of curvature;

thence westerly along the curved north right-of-way line of Knightsbridge Boulevard, along the curved south line of said Lot E, along the curved south line of said 5.105 acre tract and with a curve to the right, data of which is: radius = 361.03 feet and delta = 31° 25' 25", arc length = 198.01 feet, a chord distance of 195.53 feet bearing S 77° 37' 44" W to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the point of tangency;

thence N 86° 39' 34" W along the north right-of-way line of Knightsbridge Boulevard, along a south line of said Lot E and along a south line of said 5.105 acre tract a distance of 377.87 feet to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the east end of a curve connecting the north right-of-way line of Knightsbridge Boulevard with the east line of a dedicated Service Road (35 feet wide), as shown upon said plat of Olentangy Commercial Center;

thence northwesterly along said connecting curve, along the curved southwest line of said Lot E, along the curved southwesterly line of said 5.105 acre tract and with a curve to the right, data of which is: radius = 20.00 feet and delta = 89° 29' 43", arc length = 31.24 feet, a chord distance of 28.16 feet bearing N 41° 54' 43" W to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the north end of said connecting curve;

thence N 02° 50' 09" E along the east line of said Service Road, along a portion of the west line of said Lot E and along a portion of the west line of said 5.105 acre tract a distance of 226.18 feet to a 3/4" I.D. iron pipe set;

thence crossing a portion of said Lot E and a portion of said 5.105 acre tract the following seven (7) courses:

1. S 86° 39' 34" E a distance of 160.80 feet to a P.K. nail set;
2. S 03° 20' 26" W a distance of 54.00 feet to a P.K. nail set;
3. S 86° 39' 34" E a distance of 101.60 feet to a P.K. nail set;
4. S 62° 43' 25" E a distance of 41.87 feet to a P.K. nail set;
5. N 61° 24' 08" E a distance of 158.64 feet to a 3/4" I.D. iron pipe set;
6. N 28° 35' 52" W a distance of 6.87 feet to a 3/4" I.D. iron pipe set;
7. N 61° 29' 26" E and perpendicular to the west right-of-way line of Olentangy River Road a distance of 64.90 feet to the place of beginning;

containing 2.980 acres of land more or less and being subject to all easements and restrictions of record. Said 2.980 acres being out of P.N. 010-_____;

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7967, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey performed under his supervision in March, 2000, July, 2003 and July 2012. Basis of bearings the bearing of N 85° 31' 33" W between Franklin County Control Monuments Frank 61 and Frank 161 (NAD 83 (1986 Adj.)), and all other bearings are based upon this meridian. The angular relationship is the same as shown upon the plat of Olentangy Commercial Center, of record in Plat Book 49, Page 5, Recorder's Office, Franklin County, Ohio, but adjusted to state plane coordinates.

Kevin L. Baxter ~ Ohio Surveyor #7697



EXHIBIT B

FORM OF OWNER CONSENT

This consent is given by Knightsbridge Olentangy LLC, an Ohio limited liability company (the **Owner**) pursuant to the Special Assessment Agreement dated as of July 31, 2018 (the **Agreement**) by and among the County Treasurer of Franklin County, Ohio (the **Treasurer**), the City of Columbus, Ohio (the **City**), the Bexley, Columbus, Dublin, Grove City, Hilliard, Perry Township, Whitehall, Worthington Regional Energy Special Improvement District, Inc., d/b/a Columbus Regional Energy Special Improvement District (the **District**), the Columbus-Franklin County Finance Authority (the **Authority**) and the Owner. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The Agreement provides for an accelerated foreclosure process with respect to the Special Assessments on the Property, such Property being described in the Exhibit A to the Agreement. The Agreement further provides that if an event of default occurs and is continuing with respect to a required semi-annual payment of Special Assessments or an "Event of Default" (as that term is defined in the Energy Project Cooperative Agreement) under the Energy Project Cooperative Agreement occurs and is continuing, the Treasurer will pursue an accelerated foreclosure of the lien of the Special Assessments, all as provided in the Agreement. In consideration of the Project Advance to finance the Project, the Owner hereby consents to the accelerated foreclosure process with respect to the lien of the Special Assessments then due and owing with respect to the Property, as provided in the Agreement.

The Owner is the owner of the Property. The Owner covenants and agrees that so long as the Project Advance remains outstanding, except as the covenant may be released by the District and the Finance Authority, as applicable, in writing, the accelerated foreclosure process established pursuant to the Agreement shall be a covenant on and running with, and shall be binding upon, the Property, the Owner and all future owners of the Property. Any release, modification or waiver of the covenant running with the land by the District or the Finance Authority, as applicable, shall be filed of record with the Franklin County, Ohio Recorder's Office. The Owner agrees that this Owner Consent shall be recorded with the Franklin County, Ohio Recorder's Office and the Owner covenants and agrees to record such documents and to take such reasonable steps as are necessary, so that the accelerated foreclosure process with respect to the lien of the Special Assessments is a

covenant on and running with the Property and is binding on the Owner and any and all future owners of all or any portion of the Property.

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

(Signature Page Immediately Follows)

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

"OWNER"
KNIGHTSBRIDGE OLENTANGY LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named KNIGHTSBRIDGE OLENTANGY LLC by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer and of said company.

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

_____
Notary Public

[SEAL]

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

Description of Property

The real property subject to this Owner Consent is located at the commonly used mailing address 4885 Olentangy River Road, Columbus, Ohio with Franklin County Auditor Parcel ID No. 010-291351-00, and having the following legal description:

DESCRIPTION OF 2.980 ACRE TRACT AT
4885 OLENTANGY RIVER ROAD,
CITY OF COLUMBUS, FRANKLIN CO., OHIO

Situated in the State of Ohio, County of Franklin, City of Columbus, in Quarter Township 2, Township 1 North, Range 18 West, United States Military Lands and being a portion of Lot E, as shown upon the plat of Olentangy Commercial Center, of record in Plat Book 49, Page 5, said Lot E having been conveyed, as a 5.105 acre tract of land, to Knightsbridge N-W LLC, by deed of record in Instrument 2012 083101 28729, all records referenced to the Recorder's Office, Franklin County, Ohio, and being bounded and described as follows:

Beginning at a 3/4" I.D. iron pipe set in the west right-of-way line of Olentangy River Road (60 feet wide), in the east line of said Lot E and in the east line of said 5.105 acre tract, said iron pipe being S 28° 30' 34" E a distance of 150.32 feet from a 3/4" I.D. iron pipe set at the northeast corner of said Lot E, at the northeast corner of said 5.105 acre tract and in the south line of a 1.757 acre tract of land conveyed to Elfriede D. Drescher (Life Estate) by deeds of record in Official Record 6347, Page C 20 and Instrument 200508230171833;

thence S 28° 30' 34" E along the west right-of-way line of Olentangy River Road, along a portion of the east line of said Lot E and along a portion of the east line of said 5.105 acre tract a distance of 242.64 feet to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the north end of a curve connecting the west right-of-way line of Olentangy River Road with the north right-of-way line of Knightsbridge Boulevard (60 feet wide), as shown upon said plat of Olentangy Commercial Center;

thence southwesterly along said connecting curve, along the curved southeast line of said Lot E, along the curved southeast line of said 5.105 acre tract and with a curve to the right, data of which is: radius = 20.00 feet and delta = 90° 25' 35", arc length = 31.56 feet, a chord distance of 28.39 feet bearing S 16° 42' 14" W to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the point of tangency at the west end of said connecting curve;

thence S 61° 55' 01" W along the north right-of-way line of Knightsbridge Boulevard, along a south line of said Lot E and along a south line of said 5.105 acre tract a distance of 23.66 feet to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at a point of curvature;

thence westerly along the curved north right-of-way line of Knightsbridge Boulevard, along the curved south line of said Lot E, along the curved south line of said 5.105 acre tract and with a curve to the right, data of which is: radius = 361.03 feet and delta = 31° 25' 25", arc length = 198.01 feet, a chord distance of 195.53 feet bearing S 77° 37' 44" W to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the point of tangency;

thence N 86° 39' 34" W along the north right-of-way line of Knightsbridge Boulevard, along a south line of said Lot E and along a south line of said 5.105 acre tract a distance of 377.87 feet to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the east end of a curve connecting the north right-of-way line of Knightsbridge Boulevard with the east line of a dedicated Service Road (35 feet wide), as shown upon said plat of Olentangy Commercial Center;

thence northwesterly along said connecting curve, along the curved southwest line of said Lot E, along the curved southwesterly line of said 5.105 acre tract and with a curve to the right, data of which is: radius = 20.00 feet and delta = 89° 29' 43", arc length = 31.24 feet, a chord distance of 28.16 feet bearing N 41° 54' 43" W to a 3/4" I.D. iron pipe set at a corner of said Lot E, at a corner of said 5.105 acre tract and at the north end of said connecting curve;

thence N 02° 50' 09" E along the east line of said Service Road, along a portion of the west line of said Lot E and along a portion of the west line of said 5.105 acre tract a distance of 226.18 feet to a 3/4" I.D. iron pipe set;

thence crossing a portion of said Lot E and a portion of said 5.105 acre tract the following seven (7) courses:

1. S 86° 39' 34" E a distance of 160.80 feet to a P.K. nail set;
2. S 03° 20' 26" W a distance of 54.00 feet to a P.K. nail set;
3. S 86° 39' 34" E a distance of 101.60 feet to a P.K. nail set;
4. S 62° 43' 25" E a distance of 41.87 feet to a P.K. nail set;
5. N 61° 24' 08" E a distance of 158.64 feet to a 3/4" I.D. iron pipe set;
6. N 28° 35' 52" W a distance of 6.87 feet to a 3/4" I.D. iron pipe set;
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containing 2.980 acres of land more or less and being subject to all easements and restrictions of record. Said 2.980 acres being out of P.N. 010-_____;

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7967, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey performed under his supervision in March, 2000, July, 2003 and July 2012. Basis of bearings the bearing of N 85° 31' 33" W between Franklin County Control Monuments Frank 61 and Frank 161 (NAD 83 (1986 Adj.)), and all other bearings are based upon this meridian. The angular relationship is the same as shown upon the plat of Olentangy Commercial Center, of record in Plat Book 49, Page 5, Recorder's Office, Franklin County, Ohio, but adjusted to state plane coordinates.

Kevin L. Baxter ~ Ohio Surveyor #7697

