

SPECIAL ASSESSMENT AGREEMENT

by and among

COUNTY TREASURER OF FRANKLIN COUNTY, OHIO
("Treasurer"),

And

CITY OF COLUMBUS, OHIO
("City"),

And

COLUMBUS-FRANKLIN COUNTY FINANCE AUTHORITY
("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.
("District"),

And

HENDERSON PARTNERS, LLC
("Owner")

Dated as of [_____], 2018

SPECIAL ASSESSMENT AGREEMENT

THIS SPECIAL ASSESSMENT AGREEMENT (this **Agreement**) is made effective as of [____], 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 (together with its permitted assignees and participants, the **Authority**), and Henderson Partners, 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 (the **Council**) of the City approved on November 23, 2015; and

WHEREAS, the Owner has determined that it is in its best interests to cause the acquisition and installation and subsequent operation of certain improvements, including, but not limited to the acquisition, construction, installation, improvement, and equipping of energy efficiency improvements, including, without limitation, high-efficiency mechanical systems and building automation controls, high-efficiency chillers, high-efficiency LED lighting systems, 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. [____]-2018 of the Council approved on [____], 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 \$940,647.21 (the **Project Advance**) to the Owner pursuant to an Energy Project Cooperative Agreement dated as of [____], 2018 between the 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, the Authority, and the City agree that the Ohio Air Quality Development Authority (the **OAQDA**) will issue bonds to provide financing for the costs of the Project, and these bonds issued by the OAQDA (the **OAQDA Bonds**) will be purchased by the Authority through a Bond Purchase Agreement between the Authority, the Owner, and the OAQDA (the **Bond Purchase Agreement**). Furthermore, the Owner, the Authority, and the City acknowledge and agree that disbursements of the Project Advance under the Energy Project Cooperative Agreement represent the Authority's purchase of equal principal amounts of the OAQDA Bonds, and the transfer of Special Assessments from the City to the Authority shall constitute payment of principal of, and interest and any premium on (**Bond Service Payments**), the OAQDA Bonds; 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. [__]-2018, Ordinance [__]-2018, and Ordinance [__]-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. The City, the Authority, and the Owner hereby

acknowledge that the transfer of the moneys received by the City as Special Assessments to the Authority shall constitute Bond Service Payments on the OAQDA Bonds.

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 Except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties (as defined below), the Owner hereby releases the Treasurer, the City, the District, 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 claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv), (v) or (vi) above.

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
90 West Broad St.
Columbus, Ohio 43215
Attention: City Manager

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

If to the Authority: Columbus-Franklin County Finance Authority
350 East First Street, Suite 120
Columbus, Ohio 43201
Attention: President

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: Henderson Partners, LLC

c/o Newman Knight & Frank
35 N. Fourth St., Suite 510
Columbus, Ohio 43215

With a Copy to: Dickinson Wright PLLC
150 E. Gay Street, Suite 2400
Columbus, Ohio 43215
Attention: Harlan W. Robins, Esq.

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. At the same time as and with any assignment of this Agreement or the Authority's rights under this Agreement by the Authority as described above, the Authority also shall assign all of its rights, title, and interest in and to, and all of its obligations under the Pledge Agreement dated as of [____], 2018 between the Authority and the Ohio Air Quality Development Authority to the Authority Assignee to whom this Agreement or the Authority's rights under this Agreement has been assigned.

(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)

“CITY”
CITY OF COLUMBUS, OHIO

Name: _____
Title: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

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]

Name: _____
Title: _____

Notary Public

S-3

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.

Title: _____

SS:

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

[SEAL]

HENDERSON PARTNERS, LLC,
an Ohio limited liability company

Title: _____

SS:

Notary Public

This instrument prepared by:
Colin J. Kalvas
Bricker & Eckler LLP
100 South Third St.
Columbus, Ohio 43215

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance 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

Director of Finance
City of Columbus, Ohio

EXHIBIT A

DESCRIPTION OF PROPERTY

The real property subject to this Agreement is located at the commonly used mailing address 4400 North High Street, Columbus, Ohio with Franklin County Auditor Parcel ID No. 010-083826-00, and having the following legal description:

Legal Description

PARCEL ONE:

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, BEING PART OF QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 18, UNITED STATES MILITARY LANDS, ALL OF LOTS 323, 324, RESERVE "E" AND A 20 FOOT WIDE ALLEY (VACATED BY ORDINANCE NUMBER 1443-74 ON SEPTEMBER 16, 1974), PART OF LOT 325 AND A 8 FOOT WIDE ALLEY (VACATED BY ORDINANCE NUMBER 1443-74 ON SEPTEMBER 16, 1974) OF ROSEMARY EAST, AS THE SAME ARE NUMBERED AND DELINEATED UPON THE RECORD PLAT THEREOF OF RECORD IN PLAT BOOK 18, PAGE 3, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO (ALL REFERENCES MADE ARE OF SAID RECORDER'S OFFICE, UNLESS OTHERWISE NOTED) AND BEING ALL OF THE 2.376 ACRE TRACT CONVEYED TO 4400 NORTH HIGH REALTY COMPANY, LLC IN INSTRUMENT NUMBER 200610230211598 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF NORTH HIGH STREET (WIDTH VARIES; BEING 45 EASTERLY OF THE CENTERLINE OF SAID NORTH HIGH STREET) AND THE SOUTH RIGHT OF WAY OF SCHREYER PLACE (50 FEET WIDE), BEING THE NORTHWEST CORNER OF SAID LOT 323 AND THE NORTHWEST CORNER OF SAID 2.376 ACRE TRACT;

THENCE, ALONG THE SOUTH RIGHT OF WAY OF SAID SCHREYER PLACE, THE NORTH LINE OF SAID LOT 323, SAID 20 FOOT WIDE ALLEY AND SAID LOT 324, PART OF THE NORTH LINE OF SAID LOT 325 AND THE NORTH LINE OF SAID 2.376 ACRE TRACT, SOUTH 88° 41' 04" EAST, 220.61 FEET TO A ONE (1) INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID 2.376 ACRE TRACT AND THE NORTHWEST CORNER OF THE LAWRENCE AND EVANGELINE E. SUMMERFORD TRACT (DEED BOOK 2506, PAGE 68);

THENCE, ALONG AN EASTERLY LINE OF SAID 2.376 ACRE TRACT, THE WEST LINE OF SAID SUMMERFORD TRACT, ACROSS SAID LOT 325 AND ACROSS SAID 8 FOOT WIDE ALLEY, SOUTH 00° 06' 54" WEST, 169.99 FEET TO AN IRON PIPE SET AT A NORTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND IN THE SOUTH LINE OF SAID 8 FOOT WIDE ALLEY;

THENCE, ALONG A NORTHERLY LINE OF SAID 2.376 ACRE TRACT AND THE SOUTH LINE OF SAID 8 FOOT WIDE ALLEY, SOUTH 88° 37'23" EAST, 149.80 FEET TO A ONE (1) INCH IRON PIPE FOUND AT A NORTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE NORTHWEST CORNER OF THE COLUMBIA GAS OF OHIO INC. 224 SQUARE FEET TRACT (DEED BOOK 2533, PAGE 152);

THENCE, ALONG AN EASTERLY LINE OF SAID 2.376 ACRE TRACT AND THE WEST LINE OF SAID 224 SQUARE FEET TRACT, SOUTH 00° 05' 45" WEST, 16.00 FEET TO AN IRON PIPE SET AT A NORTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 224 SQUARE FEET TRACT;

THENCE, ALONG A NORTHERLY LINE OF SAID 2.376 ACRE TRACT AND THE SOUTH LINE OF SAID 224 SQUARE FEET TRACT, SOUTH 88° 37' 23" EAST, 14.00 FEET TO A ONE (1) INCH IRON PIPE FOUND AT A NORTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 224 SQUARE FEET TRACT AND IN A WESTERLY LINE OF THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF COLUMBUS, OHIO 7.35 ACRE TRACT (DEED BOOK 1386, PAGE 124);

THENCE, ALONG AN EASTERLY LINE OF SAID 2.376 ACRE TRACT AND A WESTERLY LINE OF SAID 7.35 ACRE TRACT, SOUTH 00° 05' 45" WEST, 148.67 FEET TO A ONE (1) INCH SOLID IRON PIN FOUND AT A SOUTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND A SOUTHWESTERLY CORNER OF SAID 7.35 ACRE TRACT;

THENCE, ALONG A SOUTHERLY LINE OF SAID 2.376 ACRE TRACT AND A NORTHERLY LINE OF SAID 7.35 ACRE TRACT, NORTH 88° 40' 43" WEST, 160.90 FEET TO AN IRON PIPE SET AT A SOUTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND A SOUTHWESTERLY CORNER OF SAID 7.35 ACRE TRACT;

THENCE, ALONG AN EASTERLY LINE OF SAID 2.376 ACRE TRACT AND A WESTERLY LINE OF SAID 7.35 ACRE TRACT, SOUTH 00° 07' 00" WEST, 54.82 FEET TO AN IRON PIPE SET AT A SOUTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT, A SOUTHWESTERLY CORNER OF SAID 7.35 ACRE TRACT AND IN THE NORTH RIGHT OF WAY OF EAST HENDERSON ROAD (60 FEET WIDE);

THENCE, ALONG THE SOUTH LINE OF SAID 2.376 ACRE TRACT, THE NORTH RIGHT OF WAY OF SAID EAST HENDERSON ROAD AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, A DELTA ANGLE OF 04° 07' 25", AN ARC LENGTH OF 30.95 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 75° 44' 56" WEST, 30.94 FEET TO A MAG NAIL SET AT A SOUTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE SOUTHWEST CORNER OF THE KENNETH J. STOFFER AND DONALD C. STOFFER ORIGINAL 0.227 ACRE TRACT (OFFICIAL RECORD VOLUME 4157 J-20);

THENCE, ALONG A WESTERLY LINE OF SAID 2.376 ACRE TRACT AND THE EAST LINE OF SAID ORIGINAL 0.227 ACRE TRACT, NORTH 00° 07' 00" EAST, 53.84 FEET TO A POINT (PASSING A ONE (1) INCH IRON PIPE FOUND AT 47.78 FEET) AT A SOUTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE NORTHEAST CORNER OF SAID ORIGINAL 0.227 ACRE TRACT;

THENCE, ALONG A SOUTHERLY LINE OF SAID 2.376 ACRE TRACT AND THE NORTH LINE OF SAID ORIGINAL 0.227 ACRE TRACT, NORTH 88° 54' 00" WEST, 204.88 FEET TO A MAG NAIL SET AT A SOUTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT, THE NORTHWEST CORNER OF SAID ORIGINAL 0.227 ACRE TRACT AND IN THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET;

THENCE, ALONG A WESTERLY LINE OF SAID 2.376 ACRE TRACT AND THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET BEING 33 FEET EASTERLY AND PARALLEL WITH THE CENTERLINE OF SAID NORTH HIGH STREET, NORTH, 207.87 FEET TO A MAG NAIL SET AT A NORTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE SOUTHWEST CORNER OF THE CITY OF COLUMBUS TRACT (DEED BOOK 947, PAGE 227);

THENCE, ALONG A NORTHERLY LINE OF SAID 2.376 ACRE TRACT, THE SOUTH LINE OF SAID THE CITY OF COLUMBUS TRACT AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET, SOUTH 88° 43' 00" EAST, 12.00 FEET TO A ONE (1) INCH IRON PIPE FOUND AT A NORTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT;

THENCE, ALONG A WESTERLY LINE OF SAID 2.376 ACRE TRACT, THE EAST LINE OF SAID THE CITY OF COLUMBUS TRACT AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET BEING 45 FEET EASTERLY AND PARALLEL WITH THE CENTERLINE OF SAID NORTH HIGH STREET, NORTH, 121.80 FEET TO THE POINT OF BEGINNING CONTAINING 2.592 ACRES, SUBJECT HOWEVER TO ALL LEGAL HIGHWAYS, LEASES, AGREEMENTS, EASEMENTS, RESTRICTIONS OF RECORD AND OF RECORDS IN THE RESPECTIVE UTILITIES OFFICES. IRON PIPES SET ARE 30" X 1" O.D. WITH ORANGE PLASTIC CAPS INSCRIBED P.S. 6579, UNLESS OTHERWISE NOTED. THE FOREGOING DESCRIPTION WAS PREPARED FROM ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE IN AUGUST 2007. BASIS OF BEARINGS IS THE EAST LINE OF SAID NORTH HIGH STREET HELD AS NORTH AS PER INSTRUMENT NO. 200610230211598.

LESS AND EXCEPTING therefrom the following 0.001 acre tract as conveyed by Henderson Partners, LLC to the City of Columbus, Ohio by document recorded on February 3, 2009 of record in Instrument No. 200902030013370.

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, BEING PART OF QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 18, UNITED STATES MILITARY LANDS, BEING PART OF THE 2.592 ACRE TRACT CONVEYED TO HENDERSON PARTNERS, LLC IN INSTRUMENT NUMBER 200801250012314, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL FOUND IN THE EASTERLY RIGHT OF WAY OF NORTH HIGH STREET AT THE SOUTHWEST CORNER OF SAID 2.592 ACRE TRACT, AND THE NORTHWEST CORNER OF THE 0.224 ACRE TRACT CONVEYED TO HENDERSON PARTNERS, LLC IN INSTRUMENT NUMBER 200803190042400, SAID RECORDER'S OFFICE;

THENCE, ALONG SAID RIGHT OF WAY AND WESTERLY LINE OF SAID 2.592 ACRE TRACT, (PARALLEL WITH AND 33 FEET EASTERLY OF THE CENTERLINE OF SAID NORTH HIGH STREET) NORTH, 207.87 FEET TO A MAG NAIL FOUND AT A NORTHWEST CORNER OF SAID 2.592 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT CONVEYED TO THE CITY OF COLUMBUS, AS SHOWN OF RECORD IN DEED BOOK 947, PAGE 227, SAID RECORDER'S OFFICE;

THENCE, ALONG A NORTHERLY LINE OF SAID 2.592 ACRE TRACT (SOUTHERLY LINE OF SAID CITY OF COLUMBUS TRACT), SOUTH 88 DEG. 43' 00" EAST, 12.00 FEET TO A FOUND 1" IRON PIPE AT THE SOUTHEAST CORNER OF SAID CITY OF COLUMBUS TRACT;

THENCE, ACROSS SAID 2.592 ACRE TRACT, (PARALLEL WITH AND 45 FEET EASTERLY OF SAID CENTERLINE OF NORTH HIGH STREET), SOUTH, 207.83 FEET TO AN IRON PIPE AT THE INTERSECTION OF SAID LINE WITH THE SOUTHERLY LINE OF SAID 2.592 ACRE TRACT (NORTHERLY LINE OF SAID 0.224 ACRE TRACT);

THENCE, ALONG THE SOUTH LINE OF SAID 2.592 ACRE TRACT (NORTH LINE OF SAID 0.224 ACRE TRACT), NORTH 88 DEG. 54' 00" WEST, 12.00 FEET TO THE PLACE OF BEGINNING CONTAINING 0.057 ACRES (2,493.60 SQUARE FEET), SUBJECT HOWEVER TO ALL LEGAL HIGHWAYS, LEASES, AGREEMENTS, EASEMENTS, RESTRICTIONS OF RECORD AND OF RECORDS IN THE RESPECTIVE UTILITIES OFFICES. IRON PIPES SET ARE 30" X 1" O.D. WITH ORANGE PLASTIC CAPS INSCRIBED P.S. 6579, UNLESS OTHERWISE NOTED. THE FOREGOING DESCRIPTION WAS PREPARED FROM ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH

CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE IN AUGUST 2007. BASIS OF BEARINGS IS THE EAST LINE OF SAID NORTH HIGH STREET HELD AS NORTH AS PER INSTRUMENT NUMBER 200801250012314.

PARCEL TWO:

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 18, U.S. MILITARY LANDS, ALSO BEING ALL OF THAT CERTAIN TRACT SHOWN OF RECORD IN DEED BOOK 2747, PAGE 698 AND A PART OF PARCEL 1, AS THE SAME IS SHOWN OF RECORD IN DEED BOOK 2427, PAGE 686, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF NORTH HIGH STREET (33' EAST OF CENTERLINE) WITH THE NORTHERLY LINE OF HENDERSON ROAD (60.0' IN WIDTH); THENCE FROM SAID POINT OF BEGINNING, NORTH AND ALONG THE EASTERLY LINE OF NORTH HIGH STREET, A DISTANCE OF 45.79' TO A POINT; THENCE 88 DEGREES 54' E., A DISTANCE OF 204.88' TO A POINT; THENCE S 0 DEGREES 07' W., A DISTANCE OF 53.79' TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF HENDERSON ROAD (60.1' IN WIDTH); THENCE WITH A CURVE BEARING TO THE LEFT, THE LONG CHORD WHICH BEARS N. 84 DEGREES 39' 31" W., A DISTANCE OF 82.94' TO A POINT AT THE END OF SAID CURVE; THENCE N 88 DEGREES 01' 30" W. AND CONTINUING ALONG THE NORTHERLY LINE OF HENDERSON ROAD, A DISTANCE OF 122.22' TO A POINT OF BEGINNING, AND CONTAINING 0.227 ACRES.

LESS AND EXCEPTING therefrom the following 0.0029 acre tract as conveyed by Kenneth J. Stoffer and Donald C. Stoffer to the City of Columbus, Ohio by document recorded on May 1, 2007 of record in Instrument No. 200705010075575.

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, PART OF QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 18, U.S. MILITARY LANDS AND BEING A PART OF A TRACT OF LAND CONVEYED TO DONALD C. STOFFER AND KENNETH J. STOFFER IN OFFICIAL RECORD 04157, PAGE J20 AS RECORDED IN THE FRANKLIN COUNTY RECORDER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING ON THE LEFT SIDE OF THE CENTERLINE OF SURVEY OF EAST HENDERSON ROAD MADE BY THE CITY OF COLUMBUS AS RECORDED IN PLAT BOOK 112, PAGE 1 OF THE RECORDS OF FRANKLIN COUNTY AND BEING LOCATED WITH THE FOLLOWING DESCRIBED POINTS IN THE

BOUNDARY THEREOF;

BEGINNING FOR REFERENCE AT THE INTERSECTION OF THE CENTERLINES OF EAST HENDERSON ROAD AND NORTH HIGH STREET, SAID POINT BEING STATION 58+51.99 EAST HENDERSON ROAD AND STATION 64+75.00 NORTH HIGH STREET;

THENCE ALONG THE CENTERLINE OF EAST HENDERSON ROAD SOUTH $86^{\circ} 09' 06''$ EAST A DISTANCE OF 32.47 FEET TO A POINT LOCATED AT STATION 58+84.46 EAST HENDERSON ROAD;

THENCE NORTH $03^{\circ} 50' 54''$ EAST A DISTANCE OF 30.00 FEET TO AN IRON PIN FOUND ON THE GRANTOR'S SOUTHWESTERLY PROPERTY CORNER AND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF NORTH HIGH STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF EAST HENDERSON ROAD, SAID IRON PIN BEING 30.00 FEET LEFT OF STATION 58+84.46 EAST HENDERSON ROAD, THE TRUE POINT OF BEGINNING.

THENCE NORTH $02^{\circ} 49' 07''$ EAST A DISTANCE OF 18.22 FEET ALONG THE GRANTOR'S WESTERLY PROPERTY LINE AND THE SAID RIGHT OF WAY LINE OF HIGH STREET TO AN IRON PIN SET, AND BEING 33.00 FEET RIGHT OF STATION 65+22.63 NORTH HIGH STREET;

THENCE SOUTH $85^{\circ} 45' 15''$ EAST, A DISTANCE OF 2.94 FEET TO AN IRON PIN SET 35.94 FEET RIGHT OF STATION 65+22.56 NORTH HIGH STREET;

THENCE SOUTH $06^{\circ} 50' 31''$ EAST, A DISTANCE OF 10.68 FEET TO AN IRON PIN SET 37.70 FEET LEFT OF STATION 58+89.05 EAST HENDERSON ROAD;

THENCE SOUTH $51^{\circ} 03' 31''$ EAST, A DISTANCE OF 9.70 FEET TO AN IRON PIN SET 32.12 FEET LEFT OF STATION 58+96.99 EAST HENDERSON ROAD;

THENCE SOUTH $76^{\circ} 30' 30''$ EAST, A DISTANCE OF 12.68 FEET TO AN IRON PIN SET 30.00 FEET LEFT OF STATION 59+09.49 EAST HENDERSON ROAD;

THENCE NORTH $86^{\circ} 09' 06''$ WEST A DISTANCE OF 25.03 FEET ALONG THE GRANTOR'S SOUTHERLY PROPERTY LINE AND THE SAID RIGHT OF WAY LINE OF EAST HENDERSON ROAD TO THE TRUE POINT OF BEGINNING, CONTAINING 128 SQUARE FEET (0.0029

ACRE).

THE ABOVE DESCRIBED AREA IS CONTAINED WITHIN FRANKLIN COUNTY AUDITOR'S PERMANENT PARCEL NUMBER 010-083834.

GRANTOR RESERVES THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE RESIDUAL AREA.

SAID STATIONS BEING THE STATION NUMBERS AS STIPULATED BY PLANS ON FILE IN THE CITY OF COLUMBUS, 1728 DR. E HENDERSON ROAD.

THIS DESCRIPTION IS BASED ON A SURVEY FOR THE CITY OF COLUMBUS FROM 2000-2001 BY M-E COMPANIES INC., AND PREPARED UNDER THE DIRECTION OF RONALD J. YARANO, REGISTERED SURVEYOR NO. 7169.

BASIS OF BEARINGS WAS DETERMINED BY GPS OBSERVATIONS UTILIZING FRANKLIN COUNTY ENGINEER'S MONUMENTS ASTRO AND FRANK 72 ON MARCH 30, 2000.

IRON PINS ARE TO BE SET AFTER CONSTRUCTION AND ARE 5/8" X 30" TOPPED BY A PLASTIC CAP STAMPED "CITY OF COLUMBUS RIGHT-OF-WAY MARKER".

FURTHER LESS AND EXCEPTING therefrom the following 0.001 acre tract as conveyed by Henderson Partners, LLC to the City of Columbus, Ohio by document recorded on February 3, 2009 of record in Instrument No. 200902030013370.

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, BEING PART OF QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 18, UNITED STATES MILITARY LANDS, BEING PART OF THE 0.224 ACRE TRACT CONVEYED TO HENDERSON PARTNERS, LLC IN INSTRUMENT NUMBER 200803190042400 RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL FOUND IN THE EASTERLY RIGHT OF WAY OF NORTH HIGH STREET AT THE NORTHWEST CORNER OF SAID 0.224 ACRE TRACT, AND THE SOUTHWEST CORNER OF THE 2.592 ACRE TRACT CONVEYED TO HENDERSON PARTNERS, LLC IN INSTRUMENT NUMBER 200801250012314, SAID RECORDER'S OFFICE;

THENCE ALONG THE NORTHERLY LINE OF SAID 0.224 ACRE TRACT (SOUTHERLY LINE OF SAID 2.592 ACRE TRACT), SOUTH 88 DEG. 54' 00" EAST, 12.00 FEET TO A SET IRON PIPE;

THENCE, ACROSS SAID 0.224 ACRE TRACT, (PARALLEL WITH AND 45 FEET EASTERLY OF SAID CENTERLINE OF NORTH HIGH STREET, SOUTH 43.24 FEET TO A MAG NAIL SET AT THE INTERSECTION OF SAID LINE WITH THE SOUTHERLY LINE OF SAID 0.224 ACRE TRACT, AND A NORTHERLY LINE OF A 128 SQUARE FOOT PARCEL CONVEYED TO THE CITY OF COLUMBUS, OHIO, PARCEL 82 WD, (REVISED) IN INSTRUMENT NUMBER 200705010075575, SAID RECORDER'S OFFICE;

THENCE, ALONG THE SOUTHERLY LINE OF SAID 0.224 ACRE TRACT (NORTHERLY LINE OF SAID CITY OF COLUMBUS TRACT, NORTH 53 DEG. 52' 38" WEST, 9.00 FEET TO A MAG NAIL FOUND AT AN ANGLE POINT;

THENCE, CONTINUING ALONG SAID LINE, NORTH 09 DEG. 39' 38" WEST, 10.68 FEET TO A MAG NAIL FOUND AT THE NORTHEAST CORNER OF SAID CITY OF COLUMBUS TRACT;

THENCE, ALONG A SOUTHERLY LINE OF SAID 0.224 ACRE TRACT (NORTHERLY LINE OF SAID CITY OF COLUMBUS TRACT) NORTH 88 DEG. 34' 22" WEST 2.94 FEET TO A MAG NAIL FOUND AT THE SOUTHWEST CORNER OF SAID 0.224 ACRE TRACT, NORTHWEST CORNER OF SAID CITY OF COLUMBUS TRACT AND IN THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET;

THENCE, ALONG SAID RIGHT OF WAY AND THE WESTERLY LINE OF SAID 0.224 ACRE TRACT, (PARALLEL WITH AND 33 FEET EASTERLY OF THE CENTERLINE OF SAID NORTH HIGH STREET) NORTH, 27.57 FEET TO THE PLACE OF BEGINNING CONTAINING 0.001 ACRES (436 SQUARE FEET), SUBJECT HOWEVER TO ALL LEGAL HIGHWAYS, LEASES, AGREEMENTS, EASEMENTS, RESTRICTIONS OF RECORD AND OF RECORDS IN THE RESPECTIVE UTILITIES OFFICES. IRON PIPES SET ARE 30" X 1" O.D. WITH ORANGE PLASTIC CAPS INSCRIBED P.S. 6579, UNLESS OTHERWISE NOTED. THE FOREGOING DESCRIPTION WAS PREPARED FROM ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE IN AUGUST 2007. BASIS OF BEARINGS IS THE EAST LINE OF SAID NORTH HIGH STREET HELD AS NORTH AS PER INSTRUMENT NUMBER 200801250012314.

Parcel No.: 010-083826-00

EXHIBIT B

FORM OF OWNER CONSENT

This consent is given by Henderson Partners, LLC, an Ohio limited liability company (the **Owner**) pursuant to the Special Assessment Agreement dated as of [____], 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 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 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)

Description of Property

The real property subject to this Owner Consent is located at the commonly used mailing address 4400 North High Street, Columbus, Ohio with Franklin County Auditor Parcel ID No. 010-083826-00, and having the following legal description:

Legal Description

PARCEL ONE:

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, BEING PART OF QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 18, UNITED STATES MILITARY LANDS, ALL OF LOTS 323, 324, RESERVE "E" AND A 20 FOOT WIDE ALLEY (VACATED BY ORDINANCE NUMBER 1443-74 ON SEPTEMBER 16, 1974), PART OF LOT 325 AND A 8 FOOT WIDE ALLEY (VACATED BY ORDINANCE NUMBER 1443-74 ON SEPTEMBER 16, 1974) OF ROSEMARY EAST, AS THE SAME ARE NUMBERED AND DELINEATED UPON THE RECORD PLAT THEREOF OF RECORD IN PLAT BOOK 18, PAGE 3, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO (ALL REFERENCES MADE ARE OF SAID RECORDER'S OFFICE, UNLESS OTHERWISE NOTED) AND BEING ALL OF THE 2.376 ACRE TRACT CONVEYED TO 4400 NORTH HIGH REALTY COMPANY, LLC IN INSTRUMENT NUMBER 200610230211598 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF NORTH HIGH STREET (WIDTH VARIES; BEING 45 EASTERLY OF THE CENTERLINE OF SAID NORTH HIGH STREET) AND THE SOUTH RIGHT OF WAY OF SCHREYER PLACE (50 FEET WIDE), BEING THE NORTHWEST CORNER OF SAID LOT 323 AND THE NORTHWEST CORNER OF SAID 2.376 ACRE TRACT;

THENCE, ALONG THE SOUTH RIGHT OF WAY OF SAID SCHREYER PLACE, THE NORTH LINE OF SAID LOT 323, SAID 20 FOOT WIDE ALLEY AND SAID LOT 324, PART OF THE NORTH LINE OF SAID LOT 325 AND THE NORTH LINE OF SAID 2.376 ACRE TRACT, SOUTH 88° 41' 04" EAST, 220.61 FEET TO A ONE (1) INCH IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID 2.376 ACRE TRACT AND THE NORTHWEST CORNER OF THE LAWRENCE AND EVANGELINE E. SUMMERFORD TRACT (DEED BOOK 2506, PAGE 68);

THENCE, ALONG AN EASTERLY LINE OF SAID 2.376 ARE TRACT, THE WEST LINE OF SAID SUMMERFORD TRACT, ACROSS SAID LOT 325 AND ACROSS SAID 8 FOOT WIDE ALLEY, SOUTH 00° 06' 54" WEST, 169.99 FEET TO AN IRON PIPE SET AT A NORTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND IN THE SOUTH LINE OF SAID 8 FOOT WIDE ALLEY;

THENCE, ALONG A NORTHERLY LINE OF SAID 2.376 ACRE TRACT AND THE SOUTH LINE OF SAID 8 FOOT WIDE ALLEY, SOUTH 88° 37'23" EAST, 149.80 FEET TO A ONE (1) INCH IRON PIPE FOUND AT A NORTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE NORTHWEST CORNER OF THE COLUMBIA GAS OF OHIO INC. 224 SQUARE FEET TRACT (DEED BOOK 2533, PAGE 152);

THENCE, ALONG AN EASTERLY LINE OF SAID 2.376 ACRE TRACT AND THE WEST LINE OF SAID 224 SQUARE FEET TRACT, SOUTH 00° 05' 45" WEST, 16.00 FEET TO AN IRON PIPE SET AT A NORTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 224 SQUARE FEET TRACT;

THENCE, ALONG A NORTHERLY LINE OF SAID 2.376 ACRE TRACT AND THE SOUTH LINE OF SAID 224 SQUARE FEET TRACT, SOUTH 88° 37' 23" EAST, 14.00 FEET TO A ONE (1) INCH IRON PIPE FOUND AT A NORTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 224 SQUARE FEET TRACT AND IN A WESTERLY LINE OF THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF COLUMBUS, OHIO 7.35 ACRE TRACT (DEED BOOK 1386, PAGE 124);

THENCE, ALONG AN EASTERLY LINE OF SAID 2.376 ACRE TRACT AND A WESTERLY LINE OF SAID 7.35 ACRE TRACT, SOUTH 00° 05' 45" WEST, 148.67 FEET TO A ONE (1) INCH SOLID IRON PIN FOUND AT A SOUTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND A SOUTHWESTERLY CORNER OF SAID 7.35 ACRE TRACT;

THENCE, ALONG A SOUTHERLY LINE OF SAID 2.376 ACRE TRACT AND A NORTHERLY LINE OF SAID 7.35 ACRE TRACT, NORTH 88° 40' 43" WEST, 160.90 FEET TO AN IRON PIPE SET AT A SOUTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT AND A SOUTHWESTERLY CORNER OF SAID 7.35 ACRE TRACT;

THENCE, ALONG AN EASTERLY LINE OF SAID 2.376 ACRE TRACT AND A WESTERLY LINE OF SAID 7.35 ACRE TRACT, SOUTH 00° 07' 00" WEST, 54.82 FEET TO AN IRON PIPE SET AT A SOUTHEASTERLY CORNER OF SAID 2.376 ACRE TRACT, A SOUTHWESTERLY CORNER OF SAID 7.35 ACRE TRACT AND IN THE NORTH RIGHT OF WAY OF EAST HENDERSON ROAD (60 FEET WIDE);

THENCE, ALONG THE SOUTH LINE OF SAID 2.376 ACRE TRACT, THE NORTH RIGHT OF WAY OF SAID EAST HENDERSON ROAD AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, A DELTA ANGLE OF 04° 07' 25", AN ARC LENGTH OF 30.95 FEET, WITH A CHORD BEARING AND DISTANCE OF NORTH 75° 44' 56" WEST, 30.94 FEET TO A MAG NAIL SET AT A SOUTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE SOUTHWEST CORNER OF THE KENNETH J. STOFFER AND DONALD C. STOFFER ORIGINAL 0.227 ACRE TRACT (OFFICIAL RECORD VOLUME 4157 J-20);

THENCE, ALONG A WESTERLY LINE OF SAID 2.376 ACRE TRACT AND THE EAST LINE OF SAID ORIGINAL 0.227 ACRE TRACT, NORTH 00° 07' 00" EAST, 53.84 FEET TO A POINT (PASSING A ONE (1) INCH IRON PIPE FOUND AT 47.78 FEET) AT A SOUTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE NORTHEAST CORNER OF SAID ORIGINAL 0.227 ACRE TRACT;

THENCE, ALONG A SOUTHERLY LINE OF SAID 2.376 ACRE TRACT AND THE NORTH LINE OF SAID ORIGINAL 0.227 ACRE TRACT, NORTH 88° 54' 00" WEST, 204.88 FEET TO A MAG NAIL SET AT A SOUTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT, THE NORTHWEST CORNER OF SAID ORIGINAL 0.227 ACRE TRACT AND IN THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET;

THENCE, ALONG A WESTERLY LINE OF SAID 2.376 ACRE TRACT AND THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET BEING 33 FEET EASTERLY AND PARALLEL WITH THE CENTERLINE OF SAID NORTH HIGH STREET, NORTH, 207.87 FEET TO A MAG NAIL SET AT A NORTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT AND THE SOUTHWEST CORNER OF THE CITY OF COLUMBUS TRACT (DEED BOOK 947, PAGE 227);

THENCE, ALONG A NORTHERLY LINE OF SAID 2.376 ACRE TRACT, THE SOUTH LINE OF SAID THE CITY OF COLUMBUS TRACT AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET, SOUTH 88° 43' 00" EAST, 12.00 FEET TO A ONE (1) INCH IRON PIPE FOUND AT A NORTHWESTERLY CORNER OF SAID 2.376 ACRE TRACT;

THENCE, ALONG A WESTERLY LINE OF SAID 2.376 ACRE TRACT, THE EAST LINE OF SAID THE CITY OF COLUMBUS TRACT AND CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET BEING 45 FEET EASTERLY AND PARALLEL WITH THE CENTERLINE OF SAID NORTH HIGH STREET, NORTH, 121.80 FEET TO THE POINT OF BEGINNING CONTAINING 2.592 ACRES, SUBJECT HOWEVER TO ALL LEGAL HIGHWAYS, LEASES, AGREEMENTS, EASEMENTS, RESTRICTIONS OF RECORD AND OF RECORDS IN THE RESPECTIVE UTILITIES OFFICES. IRON PIPES SET ARE 30" X 1" O.D. WITH ORANGE PLASTIC CAPS INSCRIBED P.S. 6579, UNLESS OTHERWISE NOTED. THE FOREGOING DESCRIPTION WAS PREPARED FROM ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE IN AUGUST 2007. BASIS OF BEARINGS IS THE EAST LINE OF SAID NORTH HIGH STREET HELD AS NORTH AS PER INSTRUMENT NO. 200610230211598.

LESS AND EXCEPTING therefrom the following 0.001 acre tract as conveyed by Henderson Partners, LLC to the City of Columbus, Ohio by document recorded on February 3, 2009 of record in Instrument No. 200902030013370.

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, BEING PART OF QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 18, UNITED STATES MILITARY LANDS, BEING PART OF THE 2.592 ACRE TRACT CONVEYED TO HENDERSON PARTNERS, LLC IN INSTRUMENT NUMBER 200801250012314, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL FOUND IN THE EASTERLY RIGHT OF WAY OF NORTH HIGH STREET AT THE SOUTHWEST CORNER OF SAID 2.592 ACRE TRACT, AND THE NORTHWEST CORNER OF THE 0.224 ACRE TRACT CONVEYED TO HENDERSON PARTNERS, LLC IN INSTRUMENT NUMBER 200803190042400, SAID RECORDER'S OFFICE;

THENCE, ALONG SAID RIGHT OF WAY AND WESTERLY LINE OF SAID 2.592 ACRE TRACT, (PARALLEL WITH AND 33 FEET EASTERLY OF THE CENTERLINE OF SAID NORTH HIGH STREET) NORTH, 207.87 FEET TO A MAG NAIL FOUND AT A NORTHWEST CORNER OF SAID 2.592 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT CONVEYED TO THE CITY OF COLUMBUS, AS SHOWN OF RECORD IN DEED BOOK 947, PAGE 227, SAID RECORDER'S OFFICE;

THENCE, ALONG A NORTHERLY LINE OF SAID 2.592 ACRE TRACT (SOUTHERLY LINE OF SAID CITY OF COLUMBUS TRACT), SOUTH 88 DEG. 43' 00" EAST, 12.00 FEET TO A FOUND 1" IRON PIPE AT THE SOUTHEAST CORNER OF SAID CITY OF COLUMBUS TRACT;

THENCE, ACROSS SAID 2.592 ACRE TRACT, (PARALLEL WITH AND 45 FEET EASTERLY OF SAID CENTERLINE OF NORTH HIGH STREET), SOUTH, 207.83 FEET TO AN IRON PIPE AT THE INTERSECTION OF SAID LINE WITH THE SOUTHERLY LINE OF SAID 2.592 ACRE TRACT (NORTHERLY LINE OF SAID 0.224 ACRE TRACT);

THENCE, ALONG THE SOUTH LINE OF SAID 2.592 ACRE TRACT (NORTH LINE OF SAID 0.224 ACRE TRACT), NORTH 88 DEG. 54' 00" WEST, 12.00 FEET TO THE PLACE OF BEGINNING CONTAINING 0.057 ACRES (2,493.60 SQUARE FEET), SUBJECT HOWEVER TO ALL LEGAL HIGHWAYS, LEASES, AGREEMENTS, EASEMENTS, RESTRICTIONS OF RECORD AND OF RECORDS IN THE RESPECTIVE UTILITIES OFFICES. IRON PIPES SET ARE 30" X 1" O.D. WITH ORANGE PLASTIC CAPS INSCRIBED P.S. 6579, UNLESS OTHERWISE NOTED. THE FOREGOING DESCRIPTION WAS PREPARED FROM ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH

CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE IN AUGUST 2007. BASIS OF BEARINGS IS THE EAST LINE OF SAID NORTH HIGH STREET HELD AS NORTH AS PER INSTRUMENT NUMBER 200801250012314.

PARCEL TWO:

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 18, U.S. MILITARY LANDS, ALSO BEING ALL OF THAT CERTAIN TRACT SHOWN OF RECORD IN DEED BOOK 2747, PAGE 698 AND A PART OF PARCEL 1, AS THE SAME IS SHOWN OF RECORD IN DEED BOOK 2427, PAGE 686, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF NORTH HIGH STREET (33' EAST OF CENTERLINE) WITH THE NORTHERLY LINE OF HENDERSON ROAD (60.0' IN WIDTH); THENCE FROM SAID POINT OF BEGINNING, NORTH AND ALONG THE EASTERLY LINE OF NORTH HIGH STREET, A DISTANCE OF 45.79' TO A POINT; THENCE 88 DEGREES 54' E., A DISTANCE OF 204.88' TO A POINT; THENCE S 0 DEGREES 07' W., A DISTANCE OF 53.79' TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF HENDERSON ROAD (60.1' IN WIDTH); THENCE WITH A CURVE BEARING TO THE LEFT, THE LONG CHORD WHICH BEARS N. 84 DEGREES 39' 31" W., A DISTANCE OF 82.94' TO A POINT AT THE END OF SAID CURVE; THENCE N 88 DEGREES 01' 30" W. AND CONTINUING ALONG THE NORTHERLY LINE OF HENDERSON ROAD, A DISTANCE OF 122.22' TO A POINT OF BEGINNING, AND CONTAINING 0.227 ACRES.

LESS AND EXCEPTING therefrom the following 0.0029 acre tract as conveyed by Kenneth J. Stoffer and Donald C. Stoffer to the City of Columbus, Ohio by document recorded on May 1, 2007 of record in Instrument No. 200705010075575.

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, PART OF QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 18, U.S. MILITARY LANDS AND BEING A PART OF A TRACT OF LAND CONVEYED TO DONALD C. STOFFER AND KENNETH J. STOFFER IN OFFICIAL RECORD 04157, PAGE J20 AS RECORDED IN THE FRANKLIN COUNTY RECORDER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING ON THE LEFT SIDE OF THE CENTERLINE OF SURVEY OF EAST HENDERSON ROAD MADE BY THE CITY OF COLUMBUS AS RECORDED IN PLAT BOOK 112, PAGE 1 OF THE RECORDS OF FRANKLIN COUNTY AND BEING LOCATED WITH THE FOLLOWING DESCRIBED POINTS IN THE

BOUNDARY THEREOF;

BEGINNING FOR REFERENCE AT THE INTERSECTION OF THE CENTERLINES OF EAST HENDERSON ROAD AND NORTH HIGH STREET, SAID POINT BEING STATION 58+51.99 EAST HENDERSON ROAD AND STATION 64+75.00 NORTH HIGH STREET;

THENCE ALONG THE CENTERLINE OF EAST HENDERSON ROAD SOUTH $86^{\circ} 09' 06''$ EAST A DISTANCE OF 32.47 FEET TO A POINT LOCATED AT STATION 58+84.46 EAST HENDERSON ROAD;

THENCE NORTH $03^{\circ} 50' 54''$ EAST A DISTANCE OF 30.00 FEET TO AN IRON PIN FOUND ON THE GRANTOR'S SOUTHWESTERLY PROPERTY CORNER AND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF NORTH HIGH STREET WITH THE NORTHERLY RIGHT-OF-WAY LINE OF EAST HENDERSON ROAD, SAID IRON PIN BEING 30.00 FEET LEFT OF STATION 58+84.46 EAST HENDERSON ROAD, THE TRUE POINT OF BEGINNING.

THENCE NORTH $02^{\circ} 49' 07''$ EAST A DISTANCE OF 18.22 FEET ALONG THE GRANTOR'S WESTERLY PROPERTY LINE AND THE SAID RIGHT OF WAY LINE OF HIGH STREET TO AN IRON PIN SET, AND BEING 33.00 FEET RIGHT OF STATION 65+22.63 NORTH HIGH STREET;

THENCE SOUTH $85^{\circ} 45' 15''$ EAST, A DISTANCE OF 2.94 FEET TO AN IRON PIN SET 35.94 FEET RIGHT OF STATION 65+22.56 NORTH HIGH STREET;

THENCE SOUTH $06^{\circ} 50' 31''$ EAST, A DISTANCE OF 10.68 FEET TO AN IRON PIN SET 37.70 FEET LEFT OF STATION 58+89.05 EAST HENDERSON ROAD;

THENCE SOUTH $51^{\circ} 03' 31''$ EAST, A DISTANCE OF 9.70 FEET TO AN IRON PIN SET 32.12 FEET LEFT OF STATION 58+96.99 EAST HENDERSON ROAD;

THENCE SOUTH $76^{\circ} 30' 30''$ EAST, A DISTANCE OF 12.68 FEET TO AN IRON PIN SET 30.00 FEET LEFT OF STATION 59+09.49 EAST HENDERSON ROAD;

THENCE NORTH $86^{\circ} 09' 06''$ WEST A DISTANCE OF 25.03 FEET ALONG THE GRANTOR'S SOUTHERLY PROPERTY LINE AND THE SAID RIGHT OF WAY LINE OF EAST HENDERSON ROAD TO THE TRUE POINT OF BEGINNING, CONTAINING 128 SQUARE FEET (0.0029

ACRE).

THE ABOVE DESCRIBED AREA IS CONTAINED WITHIN FRANKLIN COUNTY AUDITOR'S PERMANENT PARCEL NUMBER 010-083834.

GRANTOR RESERVES THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE RESIDUAL AREA.

SAID STATIONS BEING THE STATION NUMBERS AS STIPULATED BY PLANS ON FILE IN THE CITY OF COLUMBUS, 1728 DR. E HENDERSON ROAD.

THIS DESCRIPTION IS BASED ON A SURVEY FOR THE CITY OF COLUMBUS FROM 2000-2001 BY M-E COMPANIES INC., AND PREPARED UNDER THE DIRECTION OF RONALD J. YARANO, REGISTERED SURVEYOR NO. 7169.

BASIS OF BEARINGS WAS DETERMINED BY GPS OBSERVATIONS UTILIZING FRANKLIN COUNTY ENGINEER'S MONUMENTS ASTRO AND FRANK 72 ON MARCH 30, 2000.

IRON PINS ARE TO BE SET AFTER CONSTRUCTION AND ARE 5/8" X 30" TOPPED BY A PLASTIC CAP STAMPED "CITY OF COLUMBUS RIGHT-OF-WAY MARKER".

FURTHER LESS AND EXCEPTING therefrom the following 0.001 acre tract as conveyed by Henderson Partners, LLC to the City of Columbus, Ohio by document recorded on February 3, 2009 of record in Instrument No. 200902030013370.

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, BEING PART OF QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 18, UNITED STATES MILITARY LANDS, BEING PART OF THE 0.224 ACRE TRACT CONVEYED TO HENDERSON PARTNERS, LLC IN INSTRUMENT NUMBER 200803190042400 RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL FOUND IN THE EASTERLY RIGHT OF WAY OF NORTH HIGH STREET AT THE NORTHWEST CORNER OF SAID 0.224 ACRE TRACT, AND THE SOUTHWEST CORNER OF THE 2.592 ACRE TRACT CONVEYED TO HENDERSON PARTNERS, LLC IN INSTRUMENT NUMBER 200801250012314, SAID RECORDER'S OFFICE;

THENCE ALONG THE NORTHERLY LINE OF SAID 0.224 ACRE TRACT (SOUTHERLY LINE OF SAID 2.592 ACRE TRACT), SOUTH 88 DEG. 54' 00" EAST, 12.00 FEET TO A SET IRON PIPE;

THENCE, ACROSS SAID 0.224 ACRE TRACT, (PARALLEL WITH AND 45 FEET EASTERLY OF SAID CENTERLINE OF NORTH HIGH STREET, SOUTH 43.24 FEET TO A MAG NAIL SET AT THE INTERSECTION OF SAID LINE WITH THE SOUTHERLY LINE OF SAID 0.224 ACRE TRACT, AND A NORTHERLY LINE OF A 128 SQUARE FOOT PARCEL CONVEYED TO THE CITY OF COLUMBUS, OHIO, PARCEL 82 WD, (REVISED) IN INSTRUMENT NUMBER 200705010075575, SAID RECORDER'S OFFICE;

THENCE, ALONG THE SOUTHERLY LINE OF SAID 0.224 ACRE TRACT (NORTHERLY LINE OF SAID CITY OF COLUMBUS TRACT, NORTH 53 DEG. 52' 38" WEST, 9.00 FEET TO A MAG NAIL FOUND AT AN ANGLE POINT;

THENCE, CONTINUING ALONG SAID LINE, NORTH 09 DEG. 39' 38" WEST, 10.68 FEET TO A MAG NAIL FOUND AT THE NORTHEAST CORNER OF SAID CITY OF COLUMBUS TRACT;

THENCE, ALONG A SOUTHERLY LINE OF SAID 0.224 ACRE TRACT (NORTHERLY LINE OF SAID CITY OF COLUMBUS TRACT) NORTH 88 DEG. 34' 22" WEST 2.94 FEET TO A MAG NAIL FOUND AT THE SOUTHWEST CORNER OF SAID 0.224 ACRE TRACT, NORTHWEST CORNER OF SAID CITY OF COLUMBUS TRACT AND IN THE EASTERLY RIGHT OF WAY OF SAID NORTH HIGH STREET;

THENCE, ALONG SAID RIGHT OF WAY AND THE WESTERLY LINE OF SAID 0.224 ACRE TRACT, (PARALLEL WITH AND 33 FEET EASTERLY OF THE CENTERLINE OF SAID NORTH HIGH STREET) NORTH, 27.57 FEET TO THE PLACE OF BEGINNING CONTAINING 0.001 ACRES (436 SQUARE FEET), SUBJECT HOWEVER TO ALL LEGAL HIGHWAYS, LEASES, AGREEMENTS, EASEMENTS, RESTRICTIONS OF RECORD AND OF RECORDS IN THE RESPECTIVE UTILITIES OFFICES. IRON PIPES SET ARE 30" X 1" O.D. WITH ORANGE PLASTIC CAPS INSCRIBED P.S. 6579, UNLESS OTHERWISE NOTED. THE FOREGOING DESCRIPTION WAS PREPARED FROM ACTUAL FIELD MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OHIO ADMINISTRATIVE CODE IN AUGUST 2007. BASIS OF BEARINGS IS THE EAST LINE OF SAID NORTH HIGH STREET HELD AS NORTH AS PER INSTRUMENT NUMBER 200801250012314.

Parcel No.: 010-083826-00