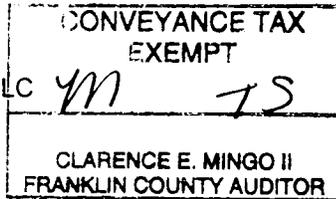


Environmental Covenant  
TechSouth Development Co., LLC  
Page 1

**TRANSFER  
NOT NECESSARY**

JAN 06 2010

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO



201001060001890

Pgs 22 \$208 00 T20100000670  
01/06/2010 2 36PM BXM R L BOX  
Robert G Montgomery  
Franklin County Recorder

**To be recorded with Deed  
Records - ORC § 317.08**

### ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by TechSouth Development Co., LLC, a Delaware limited liability company, ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting approximately 46.371 acres of land (the "Property"), which is located at 727 East Jenkins Avenue, Columbus, Franklin County, Ohio, to the activity and use limitations set forth herein.

WHEREAS, Owner and the City of Columbus, (collectively the "Volunteers") have undertaken a voluntary action with respect to the Property described herein under Ohio's Voluntary Action Program ("VAP"), pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300;

WHEREAS, Certified Professional Matthew D Knecht, CPG, CP #105 issued a no further action letter for the Property on September 4, 2009 ("NFA Letter") and on that date submitted the NFA Letter to Ohio EPA, with a request for a covenant not to sue (NFA No. 09NFA373);

WHEREAS, the voluntary action remedy for the Property includes the activity and use limitations set forth in this Environmental Covenant;

WHEREAS, the activity and use limitations protect against exposure to the hazardous substances and petroleum in soil and ground water, on or underlying the Property and support the issuance of the NFA Letter and a covenant not to sue for the Property; and

WHEREAS, the NFA Letter's executive summary contains an overview of the voluntary action and may be reviewed as an exhibit to the covenant not to sue issued for the Property and recorded in the deed records for the Property in the Franklin County Recorder's Office. The covenant not to sue, executive summary, and NFA Letter (NFA No. 09NFA373) may also be reviewed by contacting Records Management Officer, Ohio EPA, Division of Emergency and Remedial Response, P.O. Box 1049, 50 West Town Street, Columbus, OH 43216-1049, 614-644-2924, Columbus, OH 43216, or HzW Environmental Consultants, LLC, 6105 Heisley Road, Mentor, Ohio 44060, (800)-804-8484.

Now therefore, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns 46.371 acres of real property, which are located at 727 East Jenkins Avenue, Columbus, Franklin County, Ohio, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein.

3. Owner. TechSouth Development Co., LLC, a Delaware limited liability company, is the Owner of the Property and resides at 152 West 57<sup>th</sup> Street, 60<sup>th</sup> Floor, New York, NY 10019.

4. Holder. Owner, whose address is listed above, is the holder of this Environmental Covenant.

5. Activity and Use Limitations. As part of the voluntary action described in the NFA Letter, Owner hereby imposes and agrees to comply with the following activity and use limitations:

***Limitation for Commercial or Industrial Land Uses.*** The Property is hereby limited to commercial or industrial land use only, as defined in OAC 3745-300-08(C)(2)(c)(ii) and (C)(2)(c)(iii) (effective March 1, 2009)

OAC 3745-300-08(C)(2)(c)(ii) defines *commercial land use* as “land use with potential exposure of adult workers during a business day and potential exposure of adults and children who are customers, patrons, or visitors to commercial facilities during the business day. Commercial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil. Examples of commercial land uses include, but are not limited to warehouses; retail gasoline stations; retail establishments; professional offices; hospitals and clinics; religious institutions; hotels; motels; and parking facilities.

OAC 3745-300-08(C)(2)(c)(iii) defines *industrial land use* as “land use with potential exposure of adult workers during a business day and potential exposures of adults and children who are visitors to industrial facilities during the business day. Industrial land use has potential exposure of adults to dermal contact with soil, inhalation of vapors and particles from soil and ingestion of soil.

Examples of industrial land uses include, but are not limited to: lumberyards; power plants; manufacturing facilities such as metalworking shops, plating shops, blast furnaces, coke plants, oil refineries, brick factories, chemical plants and

plastics plants; assembly plants; non-public airport areas; limited access highways; railroad switching yards; and marine port facilities.”

***Limitation on the Use of Groundwater.*** No person shall extract ground water located at or underlying the Property for any purpose, potable or otherwise, except for investigation, monitoring or remediation of the ground water, or in conjunction with construction or excavation activities or maintenance of subsurface utilities.

***Limitation on Occupied Structures within the Building Restriction Areas.*** No person shall construct occupied structures within the areas of the Property identified in Exhibit B attached hereto and hereby incorporated by reference herein (“Building Restriction Areas”).

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner during the time that the Owner owns the Property or any portion thereof in fee simple and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term “Transferee,” as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party’s right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with this Environmental Covenant, the covenant not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is void on and after the date of the commencement of the noncomplying use.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA and the City of Columbus, upon request, written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof shall contain a notice of the activity and use limitations set forth in this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 200\_, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE FRANKLIN COUNTY RECORDER ON \_\_\_\_\_, 200\_, IN [DOCUMENT \_\_\_\_\_, or BOOK\_\_\_\_, PAGE \_\_\_\_\_]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

***Limitation from Commercial or Industrial Land Uses.*** The Property is hereby limited to commercial or industrial land use only, as defined in OAC 3745-300-08(C)(2)(c)(ii) and OAC 3745-300-08(C)(2)(c)(iii) (effective March 1, 2009).

***Limitation on the Use of Groundwater.*** No person shall extract ground water located at or underlying the Property for any purpose, potable or otherwise, except for investigation, monitoring or remediation of the ground water, or in conjunction with construction or excavation activities or maintenance of subsurface utilities.

***Limitation on Occupied Structures within the Building Restriction Areas.*** No person shall construct occupied structures within the areas of the Property identified in Exhibit B attached hereto and hereby incorporated by reference herein ("Building Restriction Areas").

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. Owner's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatory hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property, which is subject to the interests or encumbrances identified in Exhibit C attached hereto and

incorporated by reference herein;

- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner's intention to enter into this Environmental Covenant; and
- E. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee; and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property or any portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Franklin County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required

signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to property, with the Franklin County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Franklin County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the Ohio EPA and the City of Columbus.

18. Notice. Unless otherwise notified in writing by or on behalf of the Owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Division of Emergency and Remedial Response  
Voluntary Action Program  
Ohio EPA  
50 West Town Street  
Columbus, Ohio 43216  
Attn.: Records Management Officer

and

Ohio EPA, CDO  
50 West Town Street  
Columbus, Ohio 43216  
Attn.: Site Coordinator for 09NFA373

As to Owner:

TechSouth Development Co., LLC  
c/o Jonathan D. Coven  
152 West 57<sup>th</sup> Street, 60<sup>th</sup> Floor  
New York, NY 10019

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

**IT IS SO AGREED:**

TechSouth Development Co., LLC,  
a Delaware limited liability company

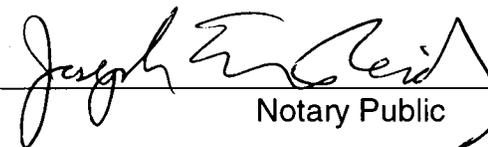
By:   
Jonathan D. Coven, Vice President

12-23-09  
Date

State of Ohio            )  
                                  )        ss:  
County of Franklin    )

Before me, a notary public, in and for said county and state, personally appeared, Jonathan D. Coven, who acknowledged to me that he did execute the foregoing instrument on behalf of TechSouth Development Co., LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23d day of December, 2009.

  
Notary Public

JOSEPH M. REIDY  
ATTORNEY AT LAW  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES ON DATE  
SEPTEMBER 30, 2010

OHIO ENVIRONMENTAL PROTECTION AGENCY

  
Chris Korleski, Director

Date 12/30/09

State of Ohio            )  
                                  )  
County of Franklin    )        ss:

Before me, a notary public, in and for said county and state, personally appeared Chris Korleski, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 30<sup>th</sup> day of December, 2009.



  
Notary Public

CHARMA DIANE CASTEEL  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES  
May 10, 2014

This instrument prepared by:  
Joseph M. Reidy, Esq.  
Schottenstein Zox & Dunn Co., LPA

**EXHIBIT A**

**Legal Description of the Property**

**Exhibit "A"**

**46.371 acre tract**

East of Nineteenth Avenue, West of Champion Avenue  
North of Woodrow Avenue, South of Frebis Avenue  
City of Columbus, Ohio

Situated in the State of Ohio, City of Columbus, being a 46.371 acre tract out of the lands conveyed to TG707 Inc. in Instrument Number 200511160242350, located in the "Estate of William Merion, Deceased" Subdivision of record in Plat Book 17, Pages 256 through 260 of the Recorder's Office, Franklin County, Ohio (further shown and delineated upon Exhibit "B" attached hereto and made a part hereof), and being more particularly described as follows:

**Beginning** at a point 10 feet westerly of the southwesterly corner of Lot 358 of the said subdivision, and at the intersection of the northerly right-of-way line of Jenkins Avenue (50 feet in width) and the easterly right-of-way line of 19<sup>th</sup> Street (width varies);

Thence North 00 degrees 17 minutes 31 seconds West, along the easterly right-of-way line of said 19<sup>th</sup> Street, a distance of 269.23 feet to a point at the intersection of the aforesaid easterly right-of-way line and the southerly right-of-way line of Sheldon Avenue (50 feet in width);

Thence South 90 degrees 00 minutes 00 seconds East, along the said southerly right-of-way line, a distance of 338.70 feet to a point in the westerly line of Lot A of the said subdivision;

Thence North 00 degrees 36 minutes 02 seconds East, along the said westerly line of Lot A and the easterly line of Lot 274, Lot 246, Lot 218, and Lot 190 of the said subdivision, a distance of 606.80 feet to a point at the northeasterly corner of said Lot 190 and the northwesterly corner of said Lot A and in the southerly right-of-way line of Frebis Avenue (50 feet in width);

Thence South 89 degrees 58 minutes 26 seconds East, along the said southerly right-of-way line of Frebis Avenue, a distance of 300.75 feet to a point at the northeasterly corner of said Lot A and the northwesterly corner of Lot B of the said subdivision;

Thence South 00 degrees 36 minutes 02 seconds West, along the easterly line of said Lot A, the westerly line of said Lot B and the westerly line of a tract of land conveyed to Developers Seven, LLC., in Instrument Number 200202190044680, a distance of 674.85 feet to a point at the southwesterly corner of said Developers Seven, LLC. tract;

Thence South 90 degrees 00 minutes 00 seconds East, along the southerly line of said Developers Seven, LLC. tract, and through said Lot B, a distance of 316.92 feet to a point in the easterly line of said Lot B and the westerly line of the railroad property (Pennsylvania Lines, LLC);

Thence South 00 degrees 31 minutes 55 seconds West, along the easterly line of said Lot B, the westerly line of said railroad property, and through Jenkins Avenue, a distance of 251.00 feet to a point in the southerly right-of-way line of said Jenkins Avenue;

Thence South 90 degrees 00 minutes 00 seconds East, along the said southerly right-of-way line of Jenkins Avenue and the northerly line of Lot I of said subdivision, a distance of 455.56 feet to a point at the northwesterly corner of a tract of land conveyed to Nuuna Delong in Official Record Volume 29592, Page D19;

Thence South 00 degrees 26 minutes 34 seconds West, along the westerly line of said Delong tract, the westerly line of a tract of land conveyed to Iacovetta Holdings, LLC. in Instrument Number 200007310150976 and the easterly line of said Lot I, a distance of 398.83 feet to a point at the northwesterly corner of Lot 16 of the Champion Avenue Terrace Addition of record in Plat Book 20, Page 66;

Thence South 89 degrees 59 minutes 36 seconds East, along the northerly line of Lot 13 through Lot 16 (inclusive) of the aforesaid Addition, a distance of 196.97 feet to a point at the northeasterly corner of said Lot 13 and the northwesterly corner of Lot 9 of said Addition;

Thence South 00 degrees 26 minutes 24 seconds East, along the westerly line of Lot 9 through Lot 24 (inclusive) of the said Addition and through Markison Avenue, a distance of 432.55 feet to a point in the northerly line of Lot 25 of said Addition;

Thence North 89 degrees 59 minutes 36 seconds West, along the said northerly line of Lot 25, the northerly line of Lot 17 of said Addition and the northerly line of a tract of land conveyed to Ronald Reading in Instrument Number 200409010205349, a distance of 49.04 feet to a point;

Thence South 00 degrees 26 minutes 34 seconds West, through Lot 17 of the said Addition and along the westerly line of said Reading tract, a distance of 110.29 feet to a point in the southerly line of said Lot 17;

Thence North 89 degrees 59 minutes 36 seconds West, along the said southerly line of said Lot 17, a distance of 50.88 feet to a point;

Thence South 00 degrees 30 minutes 06 seconds West, along an easterly line of said TG707, Inc. tract, a distance of 449.94 feet to a point;

Thence South 90 degrees 00 minutes 00 seconds East, along a northerly line of said TG707, Inc. tract, a distance of 72.45 feet to a point in the westerly line of a 16 foot wide alley;

Thence South 00 degrees 30 minutes 06 seconds West, along the westerly line of the said 16 foot wide alley, a distance of 189.30 feet to a point at the northeasterly corner of a tract of land conveyed to Cra-Co Investments, LLC. in Instrument Number 200502230032922;

Thence North 90 degrees 00 minutes 00 seconds West, along the northerly line of said Cra-Co Investments, LLC. tract, a distance of 72.45 feet to a point at the northwesterly corner of said Cra-Co Investments, LLC. tract;

Thence South 00 degrees 30 minutes 06 seconds West, along the westerly line of said Cra-Co Investments, LLC. tract, a distance of 362.14 feet to a point at the southwesterly corner of said Cra-Co Investments, LLC. tract and in the northerly right-of-way line of Woodrow Avenue (50 feet in width);

Thence North 89 degrees 47 minutes 03 seconds West, along the aforesaid northerly right-of-way line, a distance of 524.59 feet to a point at a southwesterly corner of said TG707, Inc. tract and in the easterly line of said railroad property;

Thence North 00 degrees 31 minutes 55 seconds East, along the easterly line of said railroad property and through said Markison Avenue, a distance of 1,355.19 feet to a point at the southwesterly corner of said Lot I in the northerly right-of-way line of said Markison Avenue;

Thence North 89 degrees 59 minutes 36 seconds West, along the northerly right-of-way line of said Markison Avenue, through said railroad property and along the southerly line of Lot G of said "Estate of William Merion, Deceased" Subdivision, a distance of 963.27 feet to a point at the intersection of the said northerly right-of-way line of Markison Avenue and the easterly right-of-way line of said 19<sup>th</sup> Street;

Thence North 00 degrees 17 minutes 31 seconds East, along the aforesaid easterly right-of-way line and the westerly line of Lot 495 and Lot 471 of the said "Estate of William Merion, Deceased" Subdivision, a distance of 345.24 feet to a point at the southwesterly corner of Lot 447 of said subdivision in the northerly line of Southwood Avenue (vacate by ordinance #1508-93);

Thence North 90 degrees 00 minutes 00 seconds West, along the northerly line of said vacated Southwood Avenue, a distance of 10.00 feet to a point at the intersection of the northerly line of said vacated Southwood Avenue and the easterly right-of-way line of said 19<sup>th</sup> Avenue;

Thence North 00 degrees 17 minutes 31 seconds West, along the easterly line of said Nineteenth Avenue, a distance of 111.97 feet to a point at the intersection of the southerly line of a 16 foot wide alley (vacated by ordinance #'s 1932-95, 2176-78, and 103-66) and the easterly right-of-way line of said 19<sup>th</sup> Avenue;

Thence South 90 degrees 00 minutes 00 seconds East, along the southerly line of said vacate 16 foot wide alley and the northerly line of Lot 447 through Lot 452 (inclusive) of said subdivision, a distance of 220.00 feet to a point at the northeasterly corner of the said Lot 452;

Thence South 00 degrees 17 minutes 31 seconds East, along the easterly line of said Lot 452, a distance of 56.01 feet to a point;

Thence South 90 degrees 00 minutes 00 seconds East, through Lot 453 and Lot 454 of the said subdivision, a distance of 70.34 feet to a point in the easterly line of said Lot 454;

Thence North 00 degrees 17 minutes 31 seconds West, along the easterly line of said Lot 454, through aforesaid vacated 16 foot wide alley, along the easterly line of Lot 411, and through said Jenkins Avenue, a distance of 234.53 feet to a point at the southeasterly corner of Lot 365 in the said northerly right-of-way line of Jenkins Avenue;

Thence North 90 degrees 00 minutes 00 seconds West, along the said northerly right-of-way line of Jenkins Avenue and the southerly line of Lot 358 through 365 (inclusive) of the said subdivision, a distance of 290.34 feet to the **Point of Beginning**.

Containing 46.371 acres, more or less, within Franklin County Auditor's Parcel Numbers 010-113409, 010-235706, 010-236033, 010-112267, 010-238865, 010-240950, 010-050688, 010-112837, and 010-112838.

Excepting there from all existing and valid roadway and/or railway rights-of-way of record.

All references herein are to records in the Recorder's Office, Franklin County, Ohio.

The basis of bearings for this description is based on the northerly right-of-way line of Jenkins Avenue, being North 90 degrees 00 minutes 00 seconds West, as described in the deed conveyed to TG707 Inc. in Instrument Number 200511160242350.

This description is based on record information only and is not to be construed as a boundary survey as defined by the Minimum Standards for Boundary Surveys set forth and described in Ohio Revised Code 4733-37. This description is to be used for financial purposes only. This instrument was prepared by Columbus Engineering Consultants, Inc. in March 2007.

*Daniel J. Hornyak* 3/13/07

Daniel J. Hornyak  
Registered Professional Surveyor No. 7963

Date

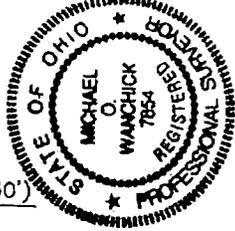
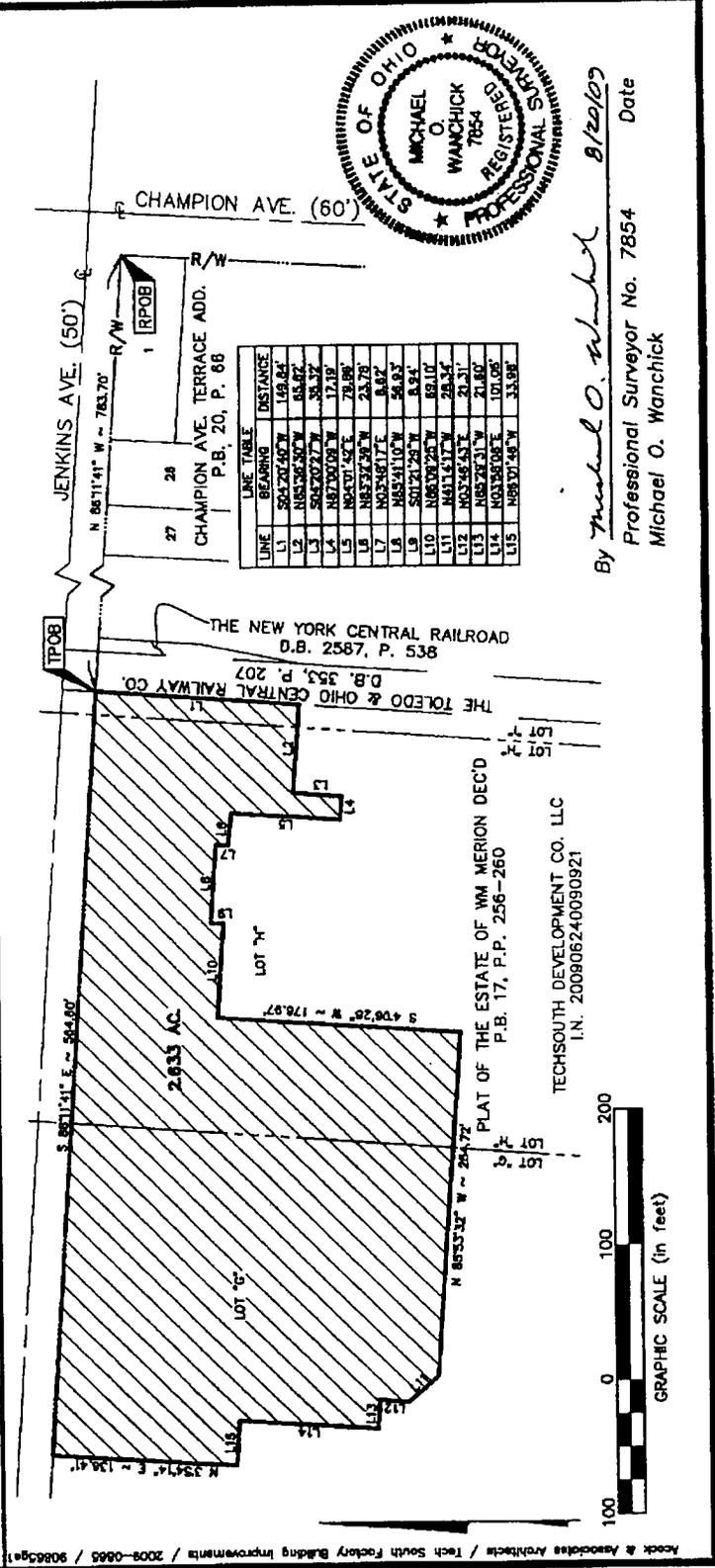


Date: August 19, 2009  
 Job No. 2009-0865  
 Scale: 1" = 100'

# PAVEMENT EASEMENT

LOTS G, H & I  
 PLAT OF THE ESTATE OF WM MERION DEC'D. (P.B. 17, P.P. 256-260)  
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

**EMHT**  
 Evans, Mechwart, Harnishon & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43254  
 Phone: 614.775.6500 Toll free: 866.775.5648  
 emht.com



Rock & Associates Architects / Tech South Factory Building Improvements / 2008-0865 / 90865g1

PAVEMENT EASEMENT  
2.633 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Lots G, H and I of "Plat of the Estate of WM Merion Dec'd.", of record in Plat Book 17, Pages 256 - 260, being a strip of land on, over, and across the tract conveyed to Techsouth Development Co. LLC by deed of record in Instrument Number 200906240090921, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning for reference, at a 1 inch iron pipe found the intersection of the southerly right-of-way line of Jenkins Avenue and the westerly right-of-way line of Champion Avenue being the northeasterly corner of lot number 1 of "Champion Ave. Terrace Add." of record in Plat Book 20, Page 66;

Thence North  $86^{\circ} 11' 41''$  West, with the southerly right-of-way line of Jenkins Ave, a distance of 783.70 feet, to a point on an easterly line of said Techsouth Development Co. LLC tract and on the westerly line of the tract conveyed to The Toledo & Ohio Central Railway Co. by deed of record in Deed Book 353, P. 207, the TRUE POINT OF BEGINNING;

Thence South  $04^{\circ} 20' 40''$  West, with an easterly line of said Techsouth Development Co. LLC tract and with the westerly line of The Toledo & Ohio Central Railway Co. tract and across said Lot I, a distance of 149.84 feet to a point;

Thence across said Techsouth Development Co. LLC tract and said Lots G, H, and I, the following courses and distances:

North  $85^{\circ} 36' 30''$  West, a distance of 65.82 feet to a point;

South  $04^{\circ} 20' 27''$  West, a distance of 35.32 feet to a point;

North  $87^{\circ} 00' 09''$  West, a distance of 17.19 feet to a point;

North  $04^{\circ} 01' 42''$  East, a distance of 79.86 feet to a point;

North  $83^{\circ} 32' 39''$  West, a distance of 23.78 feet to a point;

North  $03^{\circ} 48' 17''$  East, a distance of 8.62 feet to a point;

North  $85^{\circ} 41' 10''$  West, a distance of 56.93 feet to a point;

South  $01^{\circ} 21' 29''$  West, a distance of 8.94 feet to a point;

North  $86^{\circ} 09' 25''$  West, a distance of 69.10 feet to a point;

South  $04^{\circ} 06' 28''$  West, a distance of 176.97 feet to a point;

North  $85^{\circ} 53' 32''$  West, a distance of 254.72 feet to a point;

North  $41^{\circ} 14' 17''$  West, a distance of 28.34 feet to a point;

North  $03^{\circ} 46' 43''$  East, a distance of 21.31 feet to a point;

North  $85^{\circ} 29' 31''$  West, a distance of 21.60 feet to a point;

North  $03^{\circ} 58' 08''$  East, a distance of 101.05 feet to a point;

North  $86^{\circ} 01' 46''$  West, a distance of 33.98 feet to a point;

North  $03^{\circ} 54' 14''$  East, a distance of 136.41 feet to a point on the southerly right-of-way line of said Jenkins Ave;

South  $86^{\circ} 11' 41''$  East, with the southerly right-of-way line of Jenkins Ave., a distance of 564.60 feet to the TRUE POINT OF BEGINNING and containing 2.633 acres, more or less.



EVANS, MEBHWART, HAMBLETON, & TILTON, INC.

*Michael O. Wanchick* 8/20/09

Michael O. Wanchick  
Professional Surveyor No. 7854

Date

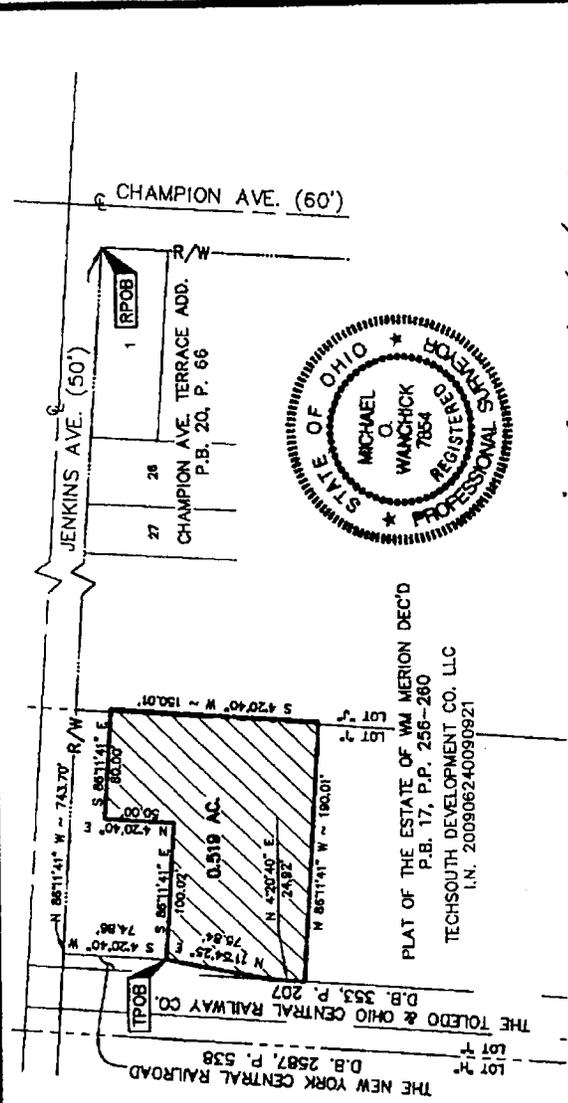
MOW:jmc  
2\_633 ac ga

Date: August 20, 2009  
 Job No. 2009-0865  
 Scale: 1" = 100'

# PAVEMENT EASEMENT

LOTS I & J  
 PLAT OF THE ESTATE OF WM MERION DEC'D. (P.B. 17, P.P. 256-260)  
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

**EMHIT**  
 Experts, Mechanical, Hamilton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 550 New Albany Road, Columbus, OH 43054  
 Phone: 614.273.4500 Tel Fax: 688.775.3548  
 emhit.com



By *Michael O. Wanchick* 8/20/09  
 Professional Surveyor No. 7854 Date  
 Michael O. Wanchick

PAVEMENT EASEMENT  
0.519 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Lots I and J of "Plat of the Estate of WM Merion Dec'd.", of record in Plat Book 17, Pages 256 - 260, being a strip of land on, over, and across the tract conveyed to Techsouth Development Co. LLC by deed of record in Instrument Number 200906240090921, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning for reference, at a 1 inch iron pipe found the intersection of the southerly right-of-way line of Jenkins Avenue and the westerly right-of-way line of Champion Avenue being the northeasterly corner of lot number 1 of "Champion Ave. Terrace Add." of record in Plat Book 20, Page 66;

Thence North 86° 11' 41" West, with the southerly right-of-way line of Jenkins Ave, a distance of 743.70 feet, to a point at the northeasterly corner of the tract conveyed to The New York Central Railroad of record in Deed Book 2587, P. 538 and on a westerly line of said Techsouth Development Co, LLC tract;

Thence South 04° 20' 40" West, with the easterly line of The New York Central Railroad tract, with a westerly line of said Techsouth Development Co, LLC tract, across said Lot I, a distance of 74.86 feet, to the TRUE POINT OF BEGINNING;

Thence across said Techsouth Development Co. LLC tract and said Lots I and J, the following courses and distances:

South 86° 11' 41" East, a distance of 100.02 feet to a point;

North 04° 20' 40" East, a distance of 50.00 feet to a point;

South 86° 11' 41" East, a distance of 80.00 feet to a point;

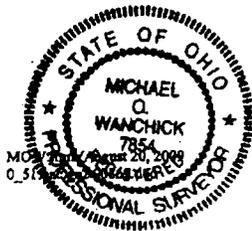
South 04° 20' 40" West, a distance of 150.01 feet to a point;

North 86° 11' 41" West, a distance of 190.01 feet to a point on a westerly line of said Techsouth Development Co. LLC tract and on the easterly line of the tract conveyed to The Toledo & Ohio Central Railway Co. by deed of record in Deed Book 353, page 207;

Thence North 04° 20' 40" East, with a westerly line of said Techsouth Development Co. LLC tract and the easterly line of The Toledo & Ohio Central Railway Co. tract a distance of 24.92 feet to the southerly corner of The New York Central Railroad tract;

Thence North 11° 54' 25" East, with a westerly line of said Techsouth Development Co. LLC tract and the easterly line of The New York Central Railroad tract, a distance of 75.84 feet to the TRUE POINT OF BEGINNING and containing 0.519 acre, more or less.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



*Michael O. Wanchick*

8/20/09

Michael O. Wanchick  
Professional Surveyor No. 7854

Date

**EXHIBIT B**

**Legal Descriptions of the Building Restriction Areas**

## **EXHIBIT C**

### **Interests in or Encumbrances to the Property**

1. Matters of Survey as shown on ALTA/ACSM Land Title Survey prepared by Earnest C. Boutwell, Registered Surveyor No. 7489, Boutwell & Associates, Inc., dated June 11, 2009 (the "Survey"), to wit:
  - (a) Subject property's chain link fence encroaches across the south right of way line of Sheldon Avenue by 5.0 feet on the easterly end of the fence and 4.8 feet on the westerly end of the fence;
  - (b) Adjoiner's asphalt drive encroaches 2.5 feet at its northwest corner onto the subject property;
  - (c) Subject property's 1 foot wide concrete retaining wall with a 6' tall chain link fence encroaches across the north right of way line of Markison Avenue and the east right of way line of Nineteenth Street at the northeast corner of the intersection of these two streets. The retaining wall and chain link fence encroaches 5.9 feet onto Markison Avenue and 3.9 feet onto Nineteenth Street;
  - (d) Subject property's 10 foot by 6 foot tin shed is entirely located within the right of way line of Nineteenth Street (encroaches approximately 11 feet);
  - (e) Subject property's concrete pad encroaches across the East right of way line of Nineteenth Street by 0.5 feet;
  - (f) Subject property's vent shafts encroach across the East right of way line of Nineteenth Street by 4 feet;
  - (g) Subject property's building encroaches across the north right of way line of Markison Avenue by 7.1 feet at the easterly end and 5.9 feet at the westerly end;
  - (h) Encroachment of eleven (11) building lights across the north line of Markison Avenue (by approximately 2.5 feet to 8.5 feet maximum); and
  - (i) 50' wide sewer easement found on prior survey and unable to find easement of record.

2. Easement to The City of Columbus, filed for record October 27, 1927, in Volume 874, Page 1, of the Franklin County Records.
3. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record August 19, 1941, in Volume 1142, Page 594, of the Franklin County Records.
4. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record September 17, 1941, in Volume 1160, Page 619, of the Franklin County Records.
5. Easement to Columbus and Southern Ohio Electric Company, filed for record November 15, 1941, in Volume 1127, Page 496, of the Franklin County Records.
6. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record June 13, 1952, in Volume 1684, Page 535, of the Franklin County Records.
7. Right-of-Way to The Ohio Fuel Gas Company, filed for record August 25, 1952, in Volume 1700, Page 510 of the Franklin County Records.
8. Right-of-Way to The Ohio Fuel Gas Company, filed for record August 28, 1952, in Volume 1699, Page 135 of the Franklin County Records.
9. Easement to the County of Franklin, filed for record November 7, 1974, in Volume 3439, Page 456, of the Franklin County Records.
10. Easement to the State of Ohio, filed for record June 30, 1975, in Volume 3471, Page 495, of the Franklin County Records.
11. Utility Easement to the City of Columbus appearing in Ordinance No. 1508-93, passed July 12, 1993 and Approved July 13, 1993, of the Franklin County Records.
12. Aerial Encroachment Easement to Techneglas, Inc., filed for record July 24, 1995, in Official Record 29588A15, of the Franklin County Records.
13. Utility Easement to the City of Columbus appearing in Ordinance No. 1932-95, passed July 31, 1995 and Approved July 31, 1995, of the Franklin County Records.
14. Easement to Columbus and Southern Power Company, filed for record June 4, 1996, in Official Record 32162E13, of the Franklin County Records.

15. Easement to Columbus Southern Power Company, filed for record June 4, 1996, in Official Record 32162H18, of the Franklin County Records.
16. Easement for Railroad Side Track/Spur to Techneglas, Inc., filed for record August 7, 1996, in Official Record 32753B18, of the Franklin County Records.
17. Utility Easement to the City of Columbus appearing in Ordinance No. 2345-96, passed October 28, 1996 and Approved October 29, 1996, of the Franklin County Records.
18. Easement to Columbus Southern Power Company, filed for record February 26, 1997, in Official Record 34386H03, of the Franklin County Records.
19. Utility Easement to the City of Columbus appearing in Ordinance No. 515-97, passed March 3, 1997 and Approved March 4, 1997, of the Franklin County Records.
20. Encroachment Easement to Techneglas, Inc., filed for record January 26, 1998, in Instrument No. 199801260017176, of the Franklin County Records.
21. Easement Agreement by and between Techneglas, Inc., a Delaware corporation and Cra-Co Investments LLC, an Ohio limited liability company, filed for record April 1, 2004 in Instrument No. 200404010071299, of the Franklin County Records.
22. Easement & Right-of-Way to Columbus Southern Power Company, filed for record March 11, 2008, in Instrument No. 200803110037156, of the Franklin County Records.
23. Easement to Columbus and Southern Ohio Electric Company, filed for record September 24, 1955, in Deed Book 1911, Page 558, of the Franklin County Records.
24. Open-End Mortgage and Security Agreement from TG707, Inc., an Ohio corporation, to Greystone Funding Corporation, in the maximum amount of \$2,800,000.00, filed for record December 20, 2005, in Instrument No. 200512200266827, of the Franklin County Records.
25. Open-End Mortgage Modification Agreement, filed for record October 9, 2008 in Instrument No. 200810090151397, of the Franklin County Records.

26. Mechanic's Lien filed by Industrial Waste Control, Inc. in the amount of \$398,156.95, filed May 29, 2009, in Instrument No. 200905290077189, of the Franklin County Records.
27. Second Open-End Mortgage Modification Agreement from TG707, Inc., an Ohio corporation, to Greystone Funding Corporation, a Virginia corporation, in the maximum amount of \$9,500,000.00, filed for record June 18, 2009, in Instrument No. 200906180088510 of the Franklin County Records.
28. Memorandum of Assumption Agreement among Greystone Funding Corporation, a Virginia corporation, TG707, Inc., an Ohio corporation, and TechSouth Development Co. LLC, a Delaware limited liability company, filed for record June 24, 2009, in Instrument No. 200906240090928, of the Franklin County Records.
29. Notice of Commencement recorded on February 1, 2007 in Instrument No. 200702010019728, of the Franklin County Records.
30. Notice of Commencement recorded on November 7, 2008 in Instrument No. 200811070163919, of the Franklin County Records.