

INDEMNIFICATION AGREEMENT

ESTOPPEL CERTIFICATE

June ___, 2012

To: TL DOF III HOLDING CORPORATION, a Delaware corporation,
its successors and assigns ("Lender")

From: THE CITY OF GAHANNA, OHIO, a municipal corporation duly
organized and validly existing under the Constitution and laws of the
State of Ohio (the "City")

Property: The property acquired under the Contract for Purchase and Sale
referenced below

Agreement: Indemnification Agreement, dated as of December 16, 2005, between
Gahanna-Creekside Investments, LLC, an Ohio limited liability company
("Indemnitor"), and the City (the "Indemnification Agreement").

Ladies and Gentlemen:

Reference is made to the Indemnification Agreement. Capitalized terms used but
not otherwise defined herein shall have the meanings given thereto in the Indemnification
Agreement.

The City understands that Lender is contemplating making a loan (the "Loan") to
Creekside Investment Partners LLC ("Creekside"), to finance the acquisition and improvement
by Creekside of Indemnitor's interest in the Property pursuant to the Contract for Purchase and
Sale, dated February 10, 2012, by and between Crouch Investment Group, LLC, a Michigan
limited liability company with offices located at 1427 W. Saginaw Highway, Suite 150, East
Lansing, Michigan 48823 ("Crouch"), and Mark S. Froehlich, court appointed Receiver for
Gahanna-Creekside Investments, LLC, with offices located at 605 S. Front Street, Suite 200,
Columbus, OH 43215, as assigned by Crouch to Creekside pursuant to an Assignment and
Assumption of Contract of Purchase and Sale, dated as of May __, 2012, between Crouch and
Creekside. Upon Creekside acquiring title to Indemnitor's interest in the Property, the City
understands that the Loan will be secured by a mortgage lien against the Property (including
Creekside's leasehold interest in the portions of the Property owned by the City and leased to
Creekside as successor in interest to Indemnitor) in favor of Lender, in addition to other
customary security documents. The City certifies to Lender as follows:

1. The Indemnification Agreement is in full force and effect, and has not
been modified, changed, altered or amended.

2. There is no pending notice of default alleging a default by either Party
under the Indemnification Agreement. To the City's knowledge, neither Party to the

Indemnification Agreement is in default under the Indemnification Agreement, and to the City's knowledge no event has occurred and is continuing which, with the giving of notice or the passage of time, or both, would constitute an event of default under the Indemnification Agreement.

3. The City will not assert against Lender or Creekside or any of their respective assignees or transferees, as successors in interest to original Indemnitor, any claims, defenses or offsets against original Indemnitor that City may have under the Indemnification Agreement, and the City will assert any such claims, defenses or offsets only against original Indemnitor.

Very truly yours,

THE CITY OF GAHANNA, OHIO,
an Ohio municipal corporation

By: _____

By: Rebecca W. Stinchcomb
Title: Mayor

State of Ohio}

ss.:

County of Franklin}

On the _____ day of June in the year 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My Commission Expires _____

The undersigned, Creekside Investment Partners LLC (“**Creekside**”), hereby represents and warrants that it has no knowledge of any breach by the City under the Indemnification Agreement, or any event that has occurred which, with the giving of notice or the passage of time, or both, would constitute an event of default by the City under the Indemnification Agreement, or any claims, defenses or offsets against the City under the Indemnification Agreement.

CREEKSIDE INVESTMENT PARTNERS LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before on this ____ day of June, 2012 by
_____, the _____ of the Creekside Investment Partners LLC, an Ohio
limited liability company (“**Creekside**”), on behalf of Creekside.