

CONSENT TO ASSIGNMENT OF GROUND LEASES
(this "Consent")

RECITALS

A. The City of Gahanna, Ohio, an Ohio municipal corporation (the "City"), is the Landlord under that certain Lease Agreement — Building B, dated April 28, 2006, described in that certain Memorandum of Lease Recorded: June 7, 2006 in the Recorder's Office, Franklin County, Ohio as Instrument No. 200606070110487, and that certain Lease Agreement — Building C, dated April 28, 2006, described in that certain Memorandum of Lease Recorded: June 7, 2006 in the Recorder's Office, Franklin County, Ohio as Instrument No. 200606070110489 (collectively, the "Ground Leases").

B. Gahanna-Creekside Investments, LLC, an Ohio limited liability company ("Developer"), is the lessee under the Ground Leases, but its interest in the Ground Leases has been subject to receivership proceedings.

C. Creekside Investment Partners LLC, an Ohio limited liability company ("Assignee"), has acquired the Developer's interest in the Ground Leases pursuant to court order and that certain Purchase Agreement dated February 10, 2012, by and between Crouch Investment Group, LLC, Mark S. Froehlich, court appointed Receiver for Developer.

D. The assignment to Assignee of the Ground Leases is, pursuant to Section 13(a) of the Ground Leases, requires the City's consent, which may not be unreasonably withheld, conditioned or delayed.

E. Assignee is requesting City to consent to the assignment to Assignee of the interests of "Tenant" as defined in and under the Ground Leases (the "Assignment").

F. All capitalized terms used by not defined in this Consent shall have the meanings ascribed to such terms in the Ground Leases.

G. The City is willing to consent to the Assignment, upon the terms and conditions set forth herein.

CONSENT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The City hereby consents to the Assignment.

2. Except as set forth herein, this Consent shall not modify, waive, impair or affect any of the covenants, terms and conditions contained in the Ground Leases, and shall not waive any subsequent breach by Assignee of either of the Ground Leases.

CONSENTED TO this ____ day of
June, 2012

CITY OF GAHANNA, OHIO

By: _____

Name: Rebecca W. Stinchcomb

Title: Mayor