

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that The City of Gahanna, an Ohio municipal corporation, Grantor, for One Hundred Dollars (\$100.00) and other good and valuable consideration paid, grants, with general warranty covenants, to Wood Werks Supply, LLC, Grantee, whose tax mailing address is 1181 Claycraft Road, Gahanna, OH 43230, the following real property:

Situated in the State of Ohio, in the County of Franklin and in the City of Gahanna:

Being Lots 1, 2, 4, 5, 6, 7, and 8 of SHALETON SUBDIVISION as said plat is of record in Plat Book 10, Pages 206 and 207, Recorder's Office, Franklin County, Ohio, together with the 20 foot alley westerly of Lot 8 and the 10 foot alley southerly of Lots 4, 5, 6, 7 and 8; and the 20 foot alley westerly of Lots 1 and 2, and the westerly one-half of the 20 foot alley westerly of Lot 3 (all of which were vacated by the City of Gahanna Ordinance 27-78), containing 1.482 acres, more or less.

Parcel No.: 025-006740

Known as: Lot 30, 1181 Claycraft Road, Gahanna, OH 43230

Subject to conditions, restrictions, and easements, if any, contained in prior instruments of record.

Subject to taxes and assessment, if any, now a lien and hereafter due and payable.

Prior Instrument Reference: Deed Book 3715, Page 769 of the Records of the Office of the Recorder, Franklin County, Ohio.

IN WITNESS WHEREOF, The City of Gahanna, the Grantor, by Rebecca W. Stinchcomb, its Mayor, as authorized by The Gahanna City Council Ordinance No. _____, passed on the _____, has hereunto caused this instrument to be subscribed this _____ day of _____.

The City of Gahanna

By: Rebecca W. Stinchcomb, its Mayor

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

BE IT REMEMBERED, that on this _____ day of _____, 20____ the foregoing instrument was acknowledged before me, the subscriber, a Notary Public in and for said County and State, by Rebecca W. Stinchcomb, Mayor, on behalf of the City of Gahanna, a municipal corporation, the Grantor in the foregoing Deed, as authorized by The Gahanna City

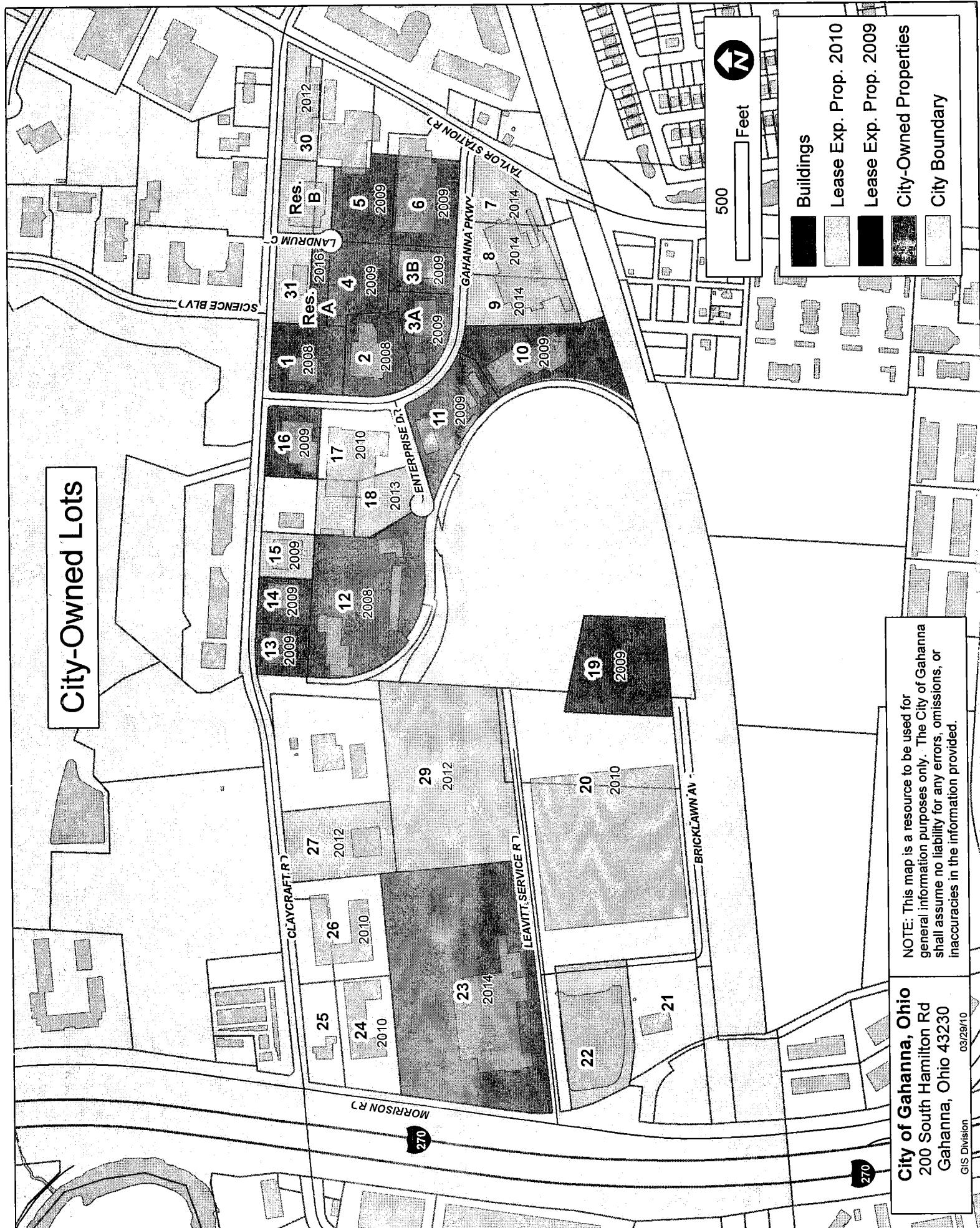
EXHIBIT A

Council Ordinance No. _____, and acknowledged the signing thereof to be the free act and deed of said corporation, and her voluntary act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Notary Public

City-Owned Lots



City of Gahanna, Ohio
200 South Hamilton Rd
Gahanna, Ohio 43230
GIS Division
03/29/10

NOTE: This map is a resource to be used for general information purposes only. The City of Gahanna shall assume no liability for any errors, omissions, or inaccuracies in the information provided.

BENCHMARK TITLE BOX

BT- 20230

**FIRST AMENDMENT
TO
GROUND LEASE**

This FIRST AMENDMENT TO GROUND LEASE ("Amendment") is made and effective this 1st day of August, 2002, by and between **Wood Werks Supply, LLC**, an Ohio limited liability company ("Lessee") with its offices located at 372 Morrison Road, Columbus, Ohio 43213 and **The City of Gahanna, Ohio**, an Ohio municipal corporation ("Lessor") with its offices located at 200 South Hamilton Road, Gahanna, Ohio 43230. The Amendment is also consented to by **The Gahanna Community Urban Redevelopment Corporation**, an Ohio non-profit corporation ("Corporation") with its offices at c/o City of Gahanna, 200 South Hamilton Road, Gahanna, Ohio 43230 and **Bank One Trust Company, N.A.**, a national banking association ("Bank"), with its offices at Attention: Corporate Trust Department, 100 East Broad Street, Columbus, Ohio 43271.

WITNESSETH

BENCHMARK TITLE BOX
BT- 20230

WHEREAS, the Lessor, as lessor, and the Corporation, as lessee, entered into a certain master lease dated June 1, 1984 and recorded June 25, 1984 in Official Record Volume 4417, Page D02 of the Franklin County, Ohio Recorder's Office (as amended in a certain supplemental master lease of record in Official Record Volume 6724, Page I17 of the Franklin County, Ohio Recorder's Office and a certain second supplemental master lease of record in Official Record Volume 33704, Page F01 of the Franklin County, Ohio Recorder's Office) (collectively, the "Master Lease") for certain real property of which the Premises is a part;

WHEREAS, the Corporation, as lessor, and the Lessor, as lessee, entered into a certain city lease dated June 1, 1984 and recorded June 25, 1984 in Official Record Volume 4417, Page D14 of the Franklin County, Ohio Recorder's Office (as amended in a certain supplemental city lease of record in Official Record Volume 6724, Page H11 of the Franklin County, Ohio Recorder's Office and a certain second supplemental city lease of record in Official Record Volume 33704, Page E11 of the Franklin County, Ohio Recorder's Office) (collectively, the "City Lease"), whereby the Corporation leased back to the Lessor certain real property, including the Premises;

WHEREAS, Contemporary Construction Service, Inc., an Ohio corporation ("CCS"), as lessee, and Lessor, as lessor, entered into a certain ground lease dated April 7, 1987 ("Ground Lease"), as recorded April 19, 1994 in Official Record Volume 26210, Page C18 of the Franklin County, Ohio Recorder's Office (also recorded by a

memorandum of lease dated April 7, 1987, recorded April 28, 1988 in Official Record Volume 11500, Page H02 of the Franklin County, Ohio Recorder's Office, and restated and recorded in a separate memorandum of lease dated June 3, 1988, recorded June 3, 1988 in Official Record Volume 11695, Page F14 of the Franklin County, Ohio Recorder's Office), for certain real property, including the improvements thereon and the appurtenances related thereto, located in Franklin County, Gahanna, Ohio as more particularly described on Exhibit "A" attached hereto and made a part hereof ("Premises");

WHEREAS, CCS assigned its interest in the Ground Lease (including the purchase option contained therein) to Contemporary One, Inc., an Ohio corporation ("Contemporary") by a certain assignment of lease dated June 3, 1988, as recorded June 3, 1988 in Official Record Volume 11695, Page F17 of the Franklin County, Ohio Recorder's Office and consented to by Lessor by a separate consent agreement dated June 3, 1988, as recorded June 3, 1988 in Official Record Volume 11695, Page G02 of the Franklin County, Ohio Recorder's Office (collectively, the "First Assignment");

WHEREAS, Contemporary assigned its interest in the Ground Lease (including the purchase option contained therein) to Lessee by a certain assignment of lease dated August 6, 2002, as recorded August 7, 2002 as Instrument No. 260208070194195 in Official Record Volume , Page of the Franklin County, Ohio Recorder's Office ("Second Assignment"); REF

WHEREAS, the Ground Lease, First Assignment and Second Assignment shall hereinafter be collectively referred to as the "Ground Lease";

WHEREAS, pursuant to the terms of the Master Lease, the Master Lease expires and terminates on June 1, 2012, unless sooner terminated in accordance with the Master Lease;

WHEREAS, pursuant to Article 3.01 of the Ground Lease, the Ground Lease expires on March 31, 2017;

WHEREAS, because Lessor's right, title and interest as lessor under the Ground Lease was acquired through the chain of title commencing with the Master Lease, the termination/expiration date of the Ground Lease must coincide exactly with the termination/expiration date of the Master Lease;

WHEREAS, the Corporation and the Bank have consented to this Amendment as set forth in their respective consents attached hereto; and

WHEREAS, Lessor and Lessee desire to amend the Ground Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to the foregoing and as following:

1. The first (1st) and second (2nd) sentences of Article 3.01 of the Ground Lease regarding the expiration/termination date of the Lease Term are hereby deleted in their entirety and replaced with the following:

"This Lease shall be for a term of years referred to as "Lease Term" commencing April 1, 1987 and terminating/expiring on the earlier of (a) June 1, 2012, or (b) the date on which the Master Lease is terminated. At the end of the Lease Term, Lessee shall have the option to purchase the Premises (including the rights under Section 2.04) from the Lessor for One Hundred Dollars (\$100.00), provided that, subject to the second paragraph of Section 7.04, Lessee shall give Lessor notice of its election to exercise the purchase option contained herein as follows. Lessee shall give Lessor notice of its intention to exercise the purchase option contained herein not earlier than twenty-four (24) months before the expiration of the Lease Term and not later than three (3) months before the expiration of the Lease Term. Notwithstanding the foregoing, in the event that this Lease is terminated before June 1, 2012 and before Lessee has given Lessor notice of its election (or non-election) to exercise the purchase option contained herein, Lessee shall have thirty (30) days after Lessee's receipt of written notice from Lessor of such early termination of this Lease in which to exercise the purchase option contained herein by giving written notice thereof to Lessor. If Lessee exercises the purchase option contained herein, Lessee shall pay the balance of all rent due hereunder up to and including the date of termination of this Lease (including the purchase option amount of \$100.00) and the Premises shall be conveyed by Lessor to Lessee subject to those conditions and restrictions contained herein as may be modified during the term of this Lease as are necessary to preserve the quality and use of the park for the purposes intended according to the plans of Lessor but not so as to deprive Lessee of the use of the Premises as set forth in Section 5.01."

2. Miscellaneous.

(i) This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

(ii) This Amendment is binding on and inures to the benefit of the parties hereto and their successors and assigns.

(iii) Capitalized terms not defined herein shall have the meaning given to such terms in the Ground Lease.

(iv) All other terms and conditions in the Ground Lease remain unchanged and in full force and effect. As modified and amended hereby, Lessor and Lessee each ratifies and affirms the terms of the Ground Lease. In the event of any conflict between the terms of the Ground Lease and the terms of this Amendment, the terms of this Amendment shall control.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers as of the date set forth above.

LESSOR:

The City of Gahanna, Ohio
an Ohio municipal corporation

By: Rebecca W. Stinchcomb
Rebecca W. Stinchcomb
Its: Mayor

LESSEE:

Wood Werks Supply, LLC,
an Ohio limited liability company

By: Ronald C. Damon
Ronald C. Damon
Its: MEMBER

Approved as to form by:

Thomas Weber
Thomas Weber, City of Gahanna Attorney

STATE OF OHIO : : ss.

COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 30 day of July, 2002, by Rebecca W. Stinchcomb, Mayor of The City of Gahanna, Ohio, an Ohio municipal corporation, for and on behalf of said municipal corporation.



DOTTIE FRANEY
Notary Public
Notary Public, State of Ohio
My Comm. Expires 9/21/2004

STATE OF OHIO : : ss.

COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 16th day of August, 2002, by Ronald C. Damon, Member of Wood Werks Supply, LLC, an Ohio limited liability company, for and on behalf of said limited liability company.



PATRICIA J. ARNETT
Notary Public
Notary Public, State of Ohio Public
My Comm. Expires Nov. 16, 2003

CONSENT OF CORPORATION

Pursuant to its right under the Master Lease, the Corporation hereby consents to the foregoing Amendment.

**The Gahanna Community Urban
Redevelopment Corporation,
an Ohio non-profit corporation**

By: *D. Franey*

Gary L. Jones

Its: *Pres.*

STATE OF OHIO :
: ss.

COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 30 day of
July, 2002, by Gary L. Jones,
President of The Gahanna Community Urban Redevelopment Corporation,
an Ohio non-profit corporation, for and on behalf of said corporation.

Dottie Franey
Notary Public



DOTTIE FRANEY
Notary Public, State of Ohio
My Comm. Expires 9/21/2004

CONSENT OF BANK

Pursuant to its right under (i) the Assignment of City Lease, between the Bank and the Corporation, and (ii) the Assignment of Tenant Leases, between the Corporation, the Ground Lessor and the Bank (each of (i) and (ii) above as defined in the City Lease), the Bank hereby consents to the foregoing Amendment.

Bank One Trust Company, N.A.,
a national banking association

By: Kevin Grether
Its: Authorized Signer

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 6th day of August, 2002, by Scott Miller, of Bank One Trust Company, N.A., a national banking association, for and on behalf of said association.

Kevin Grether
Notary Public



KEVIN D. GRETHER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This document prepared by:
Adam Smith, Esq.
41 South High Street
Columbus, OH 43215

EXHIBIT A

In the County of Franklin, City of Gahanna, State of Ohio:

Being Lots 1, 2, 4, 5, 6, 7 and 8 of SHALETON, as said plat is of record in Plat Book 10, Pages 206 and 207, Recorder's Office, Franklin County, Ohio, together with the 20 foot alley westerly of Lot 8 and the 10 foot alley southerly of Lots 4, 5, 6, 7 and 8; and the 20 foot alley westerly of Lots 1 and 2, and the westerly one-half of the 20 foot alley westerly of Lot 3 (all of which were vacated by the City of Gahanna Ordinance 27-78), containing 1.482 acres, more or less.