

## RECIPROCAL EASEMENT 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: Reciprocal Easement Agreement, dated as of April 28, 2006, between the City and Gahanna-Creekside Investments, LLC, an Ohio limited liability company (“**Original Developer**”), as amended by the First Amendment to Reciprocal Easement Agreement, dated June 6, 2006, between the City and Original Developer, as further amended by the Second Amendment to Reciprocal Easement Agreement, dated as of September 14, 2010, between the City and Original Developer (as amended, the “**Agreement**”).

Ladies and Gentlemen:

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

The City understands that Lender is contemplating making a loan (the “**Loan**”) to Creekside Investment Partners LLC (“**Creekside**”), to finance the acquisition by Creekside of Original Developer’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 Original Developer, 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 Original Developer’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 Original Developer) in favor of Lender, in addition to other customary security documents. The City certifies to Lender as follows:

1. The Agreement is in full force and effect and has not been modified, changed, altered or amended except as otherwise expressly stated herein.

2. There is no pending notice of default alleging a default by either Party under the Agreement. To the City's knowledge, neither Party to the Agreement is in default under the 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 a default under the Agreement. Notwithstanding the foregoing, Original Developer constructed an elevator that encroaches on the City's property in the public garage, but the City will not assert against Lender or Creekside or any of their respective assignees or transferees, as successors in interest to Original Developer, that such encroachment is a breach of the Agreement, and instead will agree to an amendment to the Agreement providing an easement for such encroachment.

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

[THE SIGNATURE PAGE FOLLOWS IMMEDIATELY.]

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 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 Agreement, or any claims, defenses or offsets against the City under the 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.

[Reciprocal Easement Agreement Estoppel Certificate]