

AMENDED AND RESTATED PROMISSORY NOTE

Gahanna, Ohio

\$1,275,000

~~August, 2011~~ December, 2015

FOR VALUE RECEIVED, the undersigned, Value Recovery Group II, LLC, a Delaware limited liability company (the "Borrower"), hereby promises to pay to the order of the City of Gahanna (the "City"), One Million Two Hundred Seventy-five Thousand and no/100 Dollars (\$1,275,000.00) pursuant to and as may be reflected by the terms and conditions of the Development Agreement (as hereinafter defined).

This Promissory Note is being executed and delivered to the City in connection with a certain Amendment to the Development Agreement Relating to the Bedford I CORE Project, dated as of ~~January 1, 2011~~ the date hereof (the "Development Agreement") between the Borrower and City, as may be amended from time to time, and all of the covenants, representations, agreements, terms and conditions contained therein, including without limitation, additional conditions of default are incorporated herein as if fully rewritten. The Development Agreement, among other things, provides for the amendment or waiver of certain terms of this Promissory Note. This Promissory Note ~~is due and payable on December 31,~~ amends and restates the previous promissory note between Borrower and City, in the same amount, related to the Amendment to the Development Agreement Relating to the Bedford I CORE Project between such parties, dated as of September 20, 2011. This Promissory Note is due and payable on June 30, 2016 unless waived or modified by the terms of the Development Agreement.

The obligations of the Borrower are secured by a certain Amended and Restated Open End Mortgage ~~of January 1, 2011 herewith,~~ dated as of the date hereof (the "Mortgage"), in favor of the City.

If any of the terms or provisions of this Promissory Note shall be deemed unenforceable, the enforceability of the remaining terms and provisions shall not be affected.

This Promissory Note and the rights and obligations of the City and the Borrower hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of Ohio. The Borrower agrees that any legal suit, action or proceeding arising out of or relating to this ~~Construction Loan~~ Promissory Note may be instituted in a state or federal court of appropriate subject matter jurisdiction in Franklin County, Ohio and waives any objection which it may have now or hereafter to the venue of any such suit, action or proceeding; and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

VALUE RECOVERY GROUP II, LLC

Barry H. Fromm, Managing Member, Value
Recovery Real Estate Group, LLC, as Managing
Member of Value Recovery Group II, LLC

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