

ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (the "Agreement") is made as of _____ 1, 2007, among the Central Ohio Community Improvement Corporation, a community improvement corporation established pursuant to Ohio Revised Code Section 1724 ("COCIC"), Value Recovery Group II, LLC, a Delaware limited liability company ("VRG"), and the City of Gahanna, Ohio, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its charter ("City").

WITNESSETH:

WHEREAS, COCIC and City entered into that certain Development Agreement dated as of June 23, 2005 (the "Original Contract") related to the development of the Bedford I CORF Project and related properties;

WHEREAS, COCIC and City amended the Original Contract pursuant to that certain Amendment to Development Agreement dated as of December 9, 2005 (the "Amendment," together with the Original Contract, the "Contract") for the purpose of incorporating three parcels of real estate individually and collectively referred to as the "Junkerman Site" into the Original Contract;

WHEREAS, COCIC desires to completely assign the Contract to VRG including all of the rights of COCIC set forth therein, and COCIC desires to completely delegate the Contract to VRG including all of COCIC's duties and obligations set forth therein;

WHEREAS, VRG desires to accept such complete assignment of the Contract and all of the rights of COCIC set forth therein, and VRG desires to completely assume the delegation of the Contract including all of COCIC's duties and obligations set forth therein;

WHEREAS, City desires to consent to such assignment and assumption of the Contract, including the rights and duties contained therein, by COCIC to VRG and desires to release COCIC from all duties and obligations contained therein whether now existing or hereinafter arising;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

1. COCIC completely assigns to VRG the Contract and all of COCIC's right, title and interest in and to the Contract. COCIC completely delegates to VRG the Contract and all of COCIC's duties and obligations set forth therein.

2. VRG accepts the complete assignment of COCIC set forth in Section 1 hereof. VRG assumes the complete delegation from COCIC set forth in Section 1 hereof. VRG agrees to perform all the obligations and duties of the Contract that are to be observed and performed by COCIC from and after the date of this Agreement, and VRG agrees to indemnify and hold COCIC harmless from or in respect of, the Contract, from and after this date.

3. City hereby consents to such assignment, delegation, acceptance of assignment and assumption of obligations set forth in Sections 1 and 2 hereof. City represents that there does not exist, nor has there occurred, a breach of the Contract by COCIC. City agrees that COCIC has no further duties and obligations under the Contract, releases COCIC from its obligations and duties under the Contract whether now existing or hereinafter arising, and agrees that VRG shall be solely responsible for the obligations and duties of COCIC under the Contract.

IN WITNESS WHEREOF, the parties have executed the within agreement as of the date first above written.

**CENTRAL OHIO COMMUNITY
IMPROVEMENT CORPORATION**

By: _____
Bruce Langner, Chairman

VALUE RECOVERY GROUP II, LLC

By: _____

Its: _____

Printed Name: _____

THE CITY OF GAHANNA, OHIO,

By: _____
Rebecca W. Stinchcomb, Mayor

Approved as to form:

Thomas L. Weber, City Attorney