

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "agreement") is made and entered into as of the _____ day of March, 2008 (the "Effective Date"), by and between VRG II or assigned affiliates which includes CENTRAL PARK PARTNERS and THE CITY OF GAHANNA, Ohio (the City).

Whereas, VRG II is contracted (via Central Park Partners) with the City to perform construction management services to construct infrastructure improvements on adjacent properties.

Whereas, The City is the fee simple owner of an approximately 5.11 acre parcel of real property, identified as Franklin County tax parcel 025-006469, located to the northwest of the northerly terminus of Science Blvd, situated in the City of Gahanna, County of Franklin and State of Ohio; and

Whereas, The City is agreeable to allow VRG II access to said 5.11 acre parcel in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, The City and VRG II agree as follows:

1. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the words and terms set forth herein below shall, unless the context otherwise requires, have the following meanings:

"Property" means the Land, together with all easements, rights and appurtenances thereto.

"Existing Parcel". The parties acknowledge that; as of the Effective Date, the Land is a part of an approximately 5.11 acre tax parcel (the "Existing Parcel").

2. RIGHT OF ENTRY.

(a). License. VRG II, its employees, agents, contractors and consultants shall have a license to enter the Land (the "License") for the purpose of making engineering studies, core borings, drillings, surveys and such other physical due diligence investigations and analyses, and construction operations related to the extension of Techcenter Drive, in and on the Land as VRG II deems reasonably necessary and to convey vehicles, workmen and equipment to the project on adjacent parcels (the "Work") and to use for temporary parking for workmen and visitors to the project.

(b). VRG II will install and maintain access gates in locations agreeable to the City.

(c). Indemnity. VRG II shall protect, defend, indemnify, save and hold harmless the City against and from any and all claims, demands, liens, fines, suits, actions, proceedings, whomsoever, and against and from any and all costs, damages and expenses (including attorneys' fees and cost of tribunals

EXHIBIT A

at all levels) resulting from or occasioned in whole or in part by any act or omission of VRG II, or any of VRG II's employees, agents, contractors or consultants, or any of their invitees, in, upon, at, from or about the Land. For avoidance of any doubt, VRG II shall not be liable for any claims from any conditions other than those expressly listed above. Conversely, the City shall protect, defend, indemnify, save and hold harmless VRG II against and from any and all claims, demands, liens, fines, suits, actions, proceedings, whomsoever, and against and from any and all costs, damages and expenses (including attorney's fees and cost of tribunals at all levels) resulting from or occasioned in whole or in part by any act for omission of VRG II, or any of VRG II's employees, agents, contractors or consultants, or any of their invitees, in, at, from or about the land.

(d). Term. The license shall commence on the date of execution, and shall terminate upon the earlier to occur of the following:

- (i) The completion of infrastructure work.
- (ii) Termination of this Agreement by either party pursuant to any provision therefore.

Any and all other rights, obligations and liabilities of the City and VRG II hereunder shall survive any termination of the License.

3. REPRESENTATIONS AND WARRANTIES.

(a). The City Representations and Warranties. The following constitutes representations, warranties and covenants of the City and shall be true and correct as of this Date.

- (i) Power. The City has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.
- (ii) Requisite Action. All requisite action (corporate, trust, partnership or otherwise) has been taken by the City in connection with the entering into this Agreement and the instruments referenced herein.
- (iii) Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of the City have the legal power, right and actual authority to bind the City to the terms and conditions hereof.
- (iv) Validity. This Agreement and all documents required hereby to be executed by the City are and shall be valid, legally binding obligations of and enforceable against the City in accordance with their terms.

(b). VRG II's Representations, Warranties And Covenants. In addition to any express agreement of VRG II contained herein, the following constitutes representations, warranties and covenants of VRG II and shall be true and correct as of the Execution Date.

- (i) Power. VRG II has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.
- (ii) Requisite Action. All requisite action (corporate, trust, partnership or otherwise) has been taken by VRG II in connection with the entering

into this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby.

- (iii) Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of VRG II have the legal power, right and actual authority to bind VRG II to the terms and conditions hereof.
- (iv) Validity. This Agreement and all documents required hereby to be executed by VRG II are and shall be valid, legally binding obligations of and enforceable against VRG II in accordance with their terms.

4. MISCELLANEOUS.

- (a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both VRG II and the City.
- (b) Notice. All notices, consents, approvals and requests required or permitted hereunder shall be giving in writing and shall be effective for all purposes is hand delivered or sent by (i) certified or registered United States mail postage prepaid, return receipt requested or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (iii) by telecopy (with answer back acknowledged), addressed as follows(or at such other address and Person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section). All such notices and communications shall be addressed to the parties hereto at the following addresses:

THE CITY: City of Gahanna
 N. Hamilton Road
 Gahanna, Ohio
 Attention: Terry Emery
 Director, Service

VRG II: c/o Value Recovery Group
 919 Old Henderson Road
 Columbus, Ohio
 Attention: James E. Sisto
 President

Or at such other address (es) as either may specify from time to the other in a notice given in accordance with this Section. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in case of registered or certified mail, when delivered or the first attempted delivery; or in the case of expedited prepaid delivery and telecopy, on the date evidenced by the signed receipt or electronic confirmation.

(c). Severability. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive Closing, then and in any such event, it is the express intention of the City and VRG II that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be effected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

(d). Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action, suit or proceeding relating to, arising out of or in connection with the obligations, terms, covenants, warranties or agreements contained in this Agreement may be brought by the City against VRG II in the Court of Common Pleas of Franklin County, Ohio; VRG II hereby waiving any objection to jurisdiction or venue in any proceeding before said Court. Nothing contained herein shall affect the right of the City to bring any action, suit or proceeding against VRG II in the courts of any other jurisdiction(s).

(e). Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and respective successors, assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Agreement.

(f). Section Headings; Gender and Number. The headings inserted at the beginning of each Section are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any of the terms or provisions hereof. The plural shall include the singular and the singular, the plural, wherever the context so admits. The use of any one gender shall include all others.

(g). Assignment. VRG II may assign this Agreement without the City's consent, provided (i) VRG II shall remain liable for all unperformed obligations and unsatisfied liabilities of VRG II's assignee under this Agreement, and (ii) VRG II delivers notice of VRG II's assignment.

(h). Preparation of Agreement / Construction. The preparation of this agreement has been a joint effort of VRG II and the City, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one the parties than the other.

(i). Exhibits. All Exhibits attached to this Agreement are incorporated herein by reference and made a part hereof as if fully rewritten or reproduced herein. These Exhibits consist of Exhibits "A". The depiction of the Land shown on Exhibit "B" is for general location and configuration purposes only.

(j). Entire Agreement. This Agreement contains all the terms, agreements, promises, covenant, conditions, representations and warranties made or entered into by and between the City and VRG II, and supersedes all prior discussions and agreements, whether written or oral, between the City and VRG II with respect to

access of the property, and constitutes the sole and entire agreement between the City and VRG II with respect thereto.

(k). Herein. The term "herein", "hereof", "hereunder" or word of similar shall be deemed to refer to this Agreement in its entirety unless otherwise specifically stated.

(l). Amendment. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both the City and VRG II with the formalities hereof.

(m). Waiver. No waiver by the City or VRG II, their respective successors or assigns, of any term, covenant, condition, restriction or agreement, or any breach of any of the foregoing shall be deemed to imply or constitute a further waiver of the same or any subsequent breach or default.

(n). Counterparts. This Agreement may be executed in multiple counterparts, each of which once so executed and delivered, shall be deemed an original, and all of which shall together constitute one and the same agreement, and shall be binding on the signatories; the signature of any party hereto to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

(o). Facsimile Signatures. Signatures transmitted by facsimile have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile were an original executed counterpart.

IN WITNESS WHEREOF, THE CITY and VRG II have caused this Access Agreement to be executed under proper authority, to be effective as of the Effective Date.

THE CITY OF GAHANNA
N. Hamilton Road
Gahanna, Ohio

By: _____

Name: _____

Title: _____

(Signature continues on following page. No further text on this page)

VRG II
919 Old Henderson Road
Columbus, Ohio

By: _____

Name: _____

Title: _____