

**EXHIBIT A**

Situated in the State of Ohio, County of Franklin, City of Dublin, partially in Virginia Military Survey No. 2542 and partially in Virginia Military Survey No. 2999, and being a portion of an original 42.592 acre tract of land conveyed to Continental/NRI Office Ventures, Ltd. by deed of record in Instrument 199808210213135, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a 3/4-inch I.D. iron pipe all set at a point of compound curvature, in a curved North line of Perimeter Drive (formerly proposed Wall Street) (80 feet wide) at the East end of a curve connecting the curved North line of Perimeter Drive with the East line of Metatec Boulevard (formerly Discovery Boulevard) (60 feet wide), Perimeter Drive and Metatec Boulevard both having been shown upon "Dedication of Discovery Boulevard, Perimeter Drive, Wall Street and Easements", as shown of record in Plat Book 72, Pages 79 & 80, Recorder's Office, Franklin County, Ohio, and in the curved South line of a 13.456 acre tract of land conveyed to Pacific American Property Exchange Corporation by deed of record in Instrument 199805080112605, Recorder's Office, Franklin County, Ohio;

Thence Easterly along a curved North line of Perimeter Drive, along a curved South line of said 13.456 acre tract and with a curve to the left, data of which is: radius = 1,160.00 feet and delta = 14° 00' 00", a chord distance of 282.74 feet bearing N 80° 03' 53" E to a 3/4-inch I.D. iron pipe set at the point of tangency;

Thence N 73° 03' 53" E along a North line of Perimeter Drive and along the South line of said 13.456 acre tract a distance of 223.82 feet to a 3/4-inch I.D. iron pipe set at a point of curvature;

Thence Easterly along a portion of a curved North line of Perimeter Drive, along a curved South line of said 13.456 acre tract and with a curve to the right, data of which is: radius = 1,240.00 feet and sub-delta = 6° 28' 20", a sub-chord distance of 140.00 feet bearing N 76° 18' 03" E to a drill hole found in concrete at the Southeast corner of said 13.456 acre tract, at the Southwest corner of said original 42.592 acre tract;

Thence N 1° 52' 40" W along a portion of a West line of said original 42.592 acre tract and along a portion of the East line of said 13.456 acre tract a distance of 10.11 feet to a 3/4-inch I.D. iron pipe set and at the true place of beginning of the tract herein intended to be described;

Thence continuing N 1° 52' 40" W along a portion of a West line of said original 42.592 acre tract and along a portion of the East line of said 13.456 acre tract a distance of 484.89 feet to a 1-inch I.D. iron pipe found at a corner of said original 42.592 acre tract and at the Southwest corner of a 4.265 acre tract of land conveyed to Ohio Credit Union League by deed of record in Instrument 199710300131231, Recorder's Office, Franklin County, Ohio;

Thence N 88° 07' 20" E along a portion of a line of said original 42.592 acre tract and along a portion of the South line of said 4.265 acre tract a distance of 269.68 feet to a 3/4-inch I.D. iron pipe set;

Thence S 1° 52' 40" E parallel with and 269.68 feet Easterly by perpendicular measurement from a West line of said original 42.592 acre tract and from the East line of said 13.456 acre tract a distance of 473.97 feet to a 3/4-inch I.D. iron pipe set in the new curved North right-of-way line of Perimeter Drive;

Thence Westerly along the new curved North line of Perimeter Drive, and with a curve to the left, data of which is: radius = 1,250.00 feet and delta = 12° 23' 44", a chord distance of 269.90 feet bearing S 85° 48' 14" W to the true place of beginning;

Containing 2.938 acres of land more or less and being subject to all easements and restrictions of record.

The above description was prepared by Ted L. Robinson, Ohio Surveyor No. 5361, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, COlumbus, Ohio, from an actual field survey performed under his supervision in June, 1999. Basis of bearings is a North line of Perimeter Drive, being N 73° 03' 53" E, as shown of record in Plat Book 72, Pages 79 and 80, Recorder's Office, Franklin County, Ohio.

For Informational Purposes only:

## EXHIBIT 'A'

1102-2048769

### LEGAL DESCRIPTION

Situated in the City of Dublin, County of Franklin, State of Ohio, and is described as follows:

Situated in the State of Ohio, County of Franklin, City of Dublin, partially in Virginia Military Survey No. 2999 and partially in Virginia Military Survey No. 2542, and being portions of the following Two (2) tracts of land:

1) an original 15.000 acre tract conveyed to Olde Poste Properties by deed of record in Official Record 4776, Page F01, Recorder's Office, Franklin County, Ohio, and

2) a 25.000 acre tract conveyed to Olde Poste Properties by deed of record in Official Record 274, Page B11, Recorder's Office, Franklin County, Ohio,

and bounded and described as follows:

Beginning, for reference, at a point at the Southeast corner of Discovery Boulevard (60 feet wide) as shown upon the plat of "Dedication of Discovery Boulevard and Easements", of record in Plat Book 66, Page 97, Recorder's Office, Franklin County, Ohio, and in a West line of a 13.456 acre tract of land conveyed to White Consolidated Industries, Inc., by deed of record in Official Record 10383, Page D16, Recorder's Office, Franklin County, Ohio;

Thence North  $10^{\circ} 52' 41''$  West along an East line of Discovery Boulevard and along a portion of a West line of said 13.456 acre tract a distance of 45.00 feet to a point of curvature;

Thence Northerly along a portion of a curved East line of Discovery Boulevard, along a curved West line of said 13.456 acre tract and with a curve to the right; data of which is: radius = 2,020.00 feet and sub-delta =  $1^{\circ} 47' 04''$ , a sub-chord distance of 62.91 feet bearing North  $9^{\circ} 59' 09''$  West to a point of compound curvature at the South end of a curve connecting a curved West line of Discovery Boulevard with the South line of proposed Wall Street (60 feet wide);

Thence Northeasterly along said connecting curve, along a curved Northwest line of said 13.456 acre tract and with a curve to the right, data of which is: radius = 30.00 feet and delta =  $91^{\circ} 43' 40''$ , a chord distance of 43.06 feet bearing North  $36^{\circ} 46' 13''$  East to the point of tangency in the South line of proposed Wall Street;

Thence North  $82^{\circ} 38' 03''$  East along a South line of proposed Wall Street and along a North line of said 13.456 acre tract a distance of 228.13 feet to a point of curvature;

Thence Easterly along a curved South line of proposed Wall Street, along a curved North line of said 13.456 acre tract and with a curve to the right, data of which is: radius = 970.00 feet and delta =  $5^{\circ} 29' 17''$ , a chord distance of 92.88 feet bearing North  $85^{\circ} 22' 42''$  East to the point of tangency;

Thence North  $88^{\circ} 07' 20''$  East along a portion of a South line of proposed Wall Street and along a North line of said 13.456 acre tract a distance of 270.00 feet to a point at the Northeast corner of said 13.456 acre tract and at the true place of beginning of the tract herein intended to be described;

Thence continuing North  $88^{\circ} 07' 20''$  East along a portion of a South line of proposed Wall Street a distance of 310.00 feet to a point of curvature;

Thence Southeasterly along a curved South line of proposed Wall Street and with a curve to the right, data of which is: radius = 170.00 feet and delta =  $90^{\circ} 00' 00''$ , a chord distance of 240.42 feet bearing South  $46^{\circ} 52' 40''$  East to the point of tangency;

Thence South  $1^{\circ} 52' 40''$  East along a portion of a West line of proposed Wall Street a distance of 230.00 feet to a point;

Thence South  $88^{\circ} 07' 20''$  West parallel with and 400.00 feet Southerly by perpendicular measurement from a South line of proposed Wall Street a distance of 480.00 feet to a point in the East line of said 13.456 acre tract;

Thence North  $1^{\circ} 52' 40''$  West along a portion of the East line of said 13.456 acre tract a distance of 400.00 feet to the true place of beginning;

Containing 4.265 acres of land more or less and being subject to all easements and restrictions of record. Of the above described 4.265 acres, 0.812 acre is within said 15.000 acre tract and 3.453 acres are within said 25.000 acre tract.

The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from a field survey of larger tracts of which this tract is a part in October, 1985. Basis of bearings is an assumed meridian.

For informational Purposes only:  
Property Address: 5815 Wall Street Dublin, Ohio 43017  
Parcel No.:273-005070-00

## **GRANT OF ACCESS AND RECIPROCAL PARKING EASEMENTS**

This **GRANT OF ACCESS AND PARKING EASEMENTS** (this “**Agreement**”) is made to be effective as of the last date of signature below (the “**Effective Date**”) by and between **RED HOUSE HQ, LLC**, an Ohio limited liability company, having a tax mailing address of 6315 Emerald Parkway, Dublin, Ohio 43016 (“**Grantor**”) and **RAMI PROPERTIES, LLC**, an Ohio limited liability company, having a tax mailing address of 229 East State Street, Columbus, Ohio 43214 (“**Grantee**”; Grantor and Grantee being together referred to herein as the “**Parties**” and any one of the Parties a “**Party**”).

### **RECITALS**

**A.** Grantor is the owner of that certain 4.265± acre tract of land situated in Franklin County, Ohio identified as of the Effective Date as Franklin County Auditor (“**Auditor**”) **Parcel Number 273-005070** as more particularly described on **Exhibit A** attached hereto and having a common address of **5818 Wall Street, Dublin, Ohio 43017** (the “**Grantor Parcel**”), to which Grantor holds title as evidenced by Franklin County Recorder (“**Recorder**”) **Instrument Number 201907080082387**; and

**B.** Grantee is the owner of that certain 2.938± acre tract of land situated south and adjacent to the Grantor Parcel identified as of the Effective Date as Auditor **Parcel Number 273-010149** as more particularly described on **Exhibit B** attached hereto and having a common address of **5980 Perimeter Drive, Dublin, Ohio 43017** (the “**Grantee Parcel**”), to which Grantee holds title as evidenced by **Recorder Instrument Number 201812170170159**; and

**C.** To provide for afterhours overflow vehicular parking from the Grantee Parcel onto Grantor Parcel (collectively, the “**Parcels**”) and vehicular and pedestrian ingress and egress thereto, the Parties desire to establish certain easements for the benefit and use of the Grantee Parcel over, under, and through certain portions of the Grantor Parcel, such easements being more particularly depicted on **Exhibit C**.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees to grant to Grantee the following described Access Drive

Easement, Drainage Easement, Construction Easement (collectively, the “**Access Easements**”) and Parking Easement (the Access Easements and Parking Easement, being collectively referred to herein as the “**Easements**”, with each of the Easements an “**Easement**”), and the Parties do hereby agree as follows:

1. **Recitals and Capitalized Terms.** The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms used in this Agreement shall have the meanings set forth herein.

2. **Access Easements.**

a. **Grant of Access Drive Easement.** Grantor hereby grants to Grantee: (1) the right to construct and maintain, at Grantee’s cost and expense, a private paved roadway and pedestrian path over, under, across, and through that certain twenty-five foot (25’) wide tract of Grantor’s Parcel (the “**Access Drive**”) as depicted on Exhibit C, which shall include at the election of either Party, the installation of a gate (an “**Access Gate**”) at a location to be agreed by the Parties; such Access Gate to be open during the times Grantee is permitted to utilize the Grantor’s Parking Lot (as defined below) pursuant to the Parking Easement (as set forth below) and closed at other times; and (2) a perpetual non-exclusive easement for purposes of pedestrian and vehicular ingress and egress over, across, and through said Access Drive for the purposes of providing Grantee and its tenants, customers, employees, and invitees ingress and egress between the Grantee Parcel and Grantor’s Parking Lot during the certain times set forth in the Parking Easement (the “**Access Drive Easement**”, which shall be consistent with City of Dublin Application relative to Case Number: \_\_\_\_\_, as may be amended or replaced in the future).

b. **Grant of Drainage Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive easement over, under, and through the Access Drive and any necessary portion of Grantor’s Parcel immediately adjacent thereto for the purposes of constructing, installing, replacing, removing, repairing, maintaining, and operating “**Storm Sewer Piping**” and drainage appurtenances related thereto (a “**Drainage Easement**”); provided, it is the understanding of the Parties that the Grantee shall have no obligation to install such Storm Sewer Piping unless such is deemed necessary by a certified civil engineer as part of Grantee’s construction and proper maintenance of the Access Drive.

c. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee and Grantee’s designees a temporary non-exclusive easement in, over, under, on, across, and through the Access Drive and any necessary portion of Grantor’s Parcel immediately adjacent thereto for the purposes of facilitating Grantee’s initial construction of the Access Drive and Storm Sewer Piping (if necessary) (the “**Construction Easement**”). Grantee’s use of the Construction Easement shall be as reasonably necessary to complete its initial construction work and such use shall not unreasonably obstruct or interfere with Grantor’s business operations. This Construction

Easement shall automatically terminate upon the date Grantee completes construction of the Storm Sewer Piping and/or Access Drive.

**d. Maintenance, Repair, and Restoration; Grantee's Indemnity.** Grantee shall at all times: (i) maintain or cause to be maintained the Access Drive in good, clean, and safe condition and repair including, without limitation: (1) repairing and resurfacing the paved surfaces in a level, smooth, and evenly covered condition, (2) removing snow, ice, fallen foliage, and debris as reasonably necessary, and (3) maintaining the Access Gate (if installed) in operational condition; (ii) maintain or cause to be maintained the Storm Sewer (if installed) in good repair and condition; and (iii) return any portion of the surface of the Construction Easement outside the Access Drive to the same or substantially similar condition as such existed prior to Grantee performing such construction work. Grantee shall comply with all applicable laws with respect to any work Grantee undertakes relating to the Access Drive Easement, Drainage Easement, and Construction Easement and will indemnify and hold Grantor harmless in the event any mechanics' liens or claims are filed against Grantor or the Grantor Property by reason of Grantee's work thereon. Grantee shall be solely responsible for the removal or other treatment of snow and ice on Grantor's Parcel / Parking Lot to the extent Grantee intends to utilize Grantor's Parking Lot on weekends or during afterhours. Notwithstanding that which is set forth in Section 4, Grantee shall hold Grantor harmless from any and all claims by Grantee, Grantee's agents, representatives, employees or invitees for damage or personal injury resulting in any way from snow or ice on any area of Grantor's Parking Lot being used for overflow vehicular parking.

**3. Grant of Reciprocal Parking Easements.** Grantor hereby grants to Grantee, and its tenants, customers, employees, and invitees a perpetual non-exclusive and limited easement over, on, across, and through that certain parking lot and appurtenant drive aisles located on Grantor's Parcel (the "**Parking Lot**") as depicted on Exhibit C for the limited purpose of vehicular parking during such times that are outside the normal operating hours of the business conducted on Grantor's Parcel, including (but not necessarily limited to) evenings and weekends, or at such other times as may be agreed by the Parties from time to time (the "**Grantee Parking Easement**"). Upon Grantee's prior consent in each instance, Grantee hereby grants to Grantor, and its tenants, customers, employees, and invitees non-exclusive and limited easement over, on, across, and through parking lot and appurtenant drive aisles to be constructed on the Grantee Parcel; such consent to not be unreasonably conditioned or delayed provided Grantor's use of the Grantee Parcel shall not interfere with the business being conducted on Grantee's Parcel (the "**Grantor Parking Easement**"); the Grantee Parking Easement and Grantor Parking Easement being collectively referred to herein as the "**Parking Easement**").

**4. Indemnity.** Each party shall indemnify the other party as outlined below:

**a.** Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's principals, employees, officers, agents, contractors, consultants, lenders, representatives, heirs, successors, and assigns (collectively, the "Grantor Indemnified Parties") from and against any and all losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action which any such party may suffer or incur as a consequence of Grantee's or Grantee's permittees' entry

upon Grantor's Parcel, or Grantee's actions with respect to this Agreement and the Easements, including, without limitation, (i) any personal injury or death or property damage; and/or (ii) any liability incurred by Grantor based upon Grantee's breach of this Agreement; provided, however, the foregoing indemnification obligations of Grantee shall not apply to any losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action to the extent caused by the gross negligence or intentional misconduct of Grantor or any of the Grantor Indemnified Parties. The scope of Grantee's obligations shall not be limited by any limitations on insurance coverage.

b. Grantor shall indemnify, defend, and hold harmless Grantee and Grantee's principals, employees, officers, agents, contractors, consultants, lenders, representatives, heirs, successors, and assigns (collectively, the "Grantee Indemnified Parties") from and against any and all losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action which any such party may suffer or incur as a consequence of Grantor's or Grantor's permittees' entry upon Grantee's Parcel, or Grantor's actions with respect to this Agreement and the Easements, including, without limitation, (i) any personal injury or death or property damage; and/or (ii) any liability incurred by Grantee based upon Grantor's breach of this Agreement; provided, however, the foregoing indemnification obligations of Grantor shall not apply to any losses, damages, liens, liabilities, statutory fines or penalties, claims, and causes of action to the extent caused by the gross negligence or intentional misconduct of Grantee or any of the Grantee Indemnified Parties. The scope of Grantor's obligations shall not be limited by any limitations on insurance coverage.

5. **Waiver of Subrogation.** Notwithstanding the provisions of Section 4 hereof, the Parties hereby release and waive all claims, rights of recovery, causes of action that either Party or any party claiming by, through or under (including, without limitation, insurers) by subrogation or otherwise may now or hereafter have against the other Party or their respective permittees by reason of force majeure or any other cause, including the negligence of the other Party or their respective permittees, that is covered, in whole or in part, under the terms of an applicable insurance policy or that would have been covered under the terms of an applicable insurance policy.

6. **Termination of Access Drive Easement and Parking Easement.** Either Party may terminate the Access Drive Easement and Parking Easement by delivering thirty (30) days prior written notice to the other Party via a reputable courier service with proof of receipt or certified mail return receipt requested (the "**Termination Notice**"). Upon the termination thereof, Grantee, at its cost and expense, shall diligently proceed to remove the Access Drive and any improvements constructed thereon and to restore the same to a substantially similar condition as such existed prior to the grant of the Access Drive Easement. Upon termination, the Parties shall cooperate with each other to execute any instrument necessary to terminate the Access Drive and Parking Easement and record the same with the Recorder. In the event the Party which receives the Termination Notice fails to cooperate with the recording of such instruments, the Party which delivered such notice may record with the Recorder, together with a copy of the Termination Notice and proof of delivery, an affidavit of title declaring Access Drive and Parking Easement terminated. The recording of such an affidavit shall thereby terminate the Access Drive Easement

and Parking Easement as if the same had been terminated by an instrument executed by both Parties.

**7. General Provisions.**

**a. Covenants Running with the Land.** It is intended that the Easements, covenants, and obligations declared, granted, and created in this Agreement shall run with the lands described herein and shall be binding upon Grantor and Grantee and their respective successor owners, assigns, and grantees forever.

**b. Not a Public Dedication.** No Easements contained herein shall be deemed to constitute a dedication to the general public or for any public purpose whatsoever, it being the intent of the Parties that each Easement be strictly limited to the uses and purposes expressed herein.

**c. Headings.** Section headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning and are in no way to be construed as a part of this Easement.

**d. Parties Relationship.** The relationship of the Parties is that of an ordinary commercial relationship, and nothing contained in this Agreement nor shall any acts of the Parties or any third person be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any other special relationship between the Parties.

**e. Authority.** The person signing below on behalf of each Party is duly authorized and has received any consents necessary to execute and deliver this Agreement and to bind said Party to the obligations hereunder, and warrants the performance by said Party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any contract, document, other instrument or legal requirement by which said Party is a party or to which it's respective Parcel is bound.

**f. Governing Law and Severability.** This Easement shall be construed by and controlled under the laws of the State of Ohio. Venue for any dispute or actions with respect to this Contract shall lie exclusively in the courts of Franklin County, Ohio. If any clause or provision of this Agreement or the application thereof to any person, entity, or circumstance is or becomes illegal, invalid, or unenforceable because of present or future laws or any ruling or regulation of any governmental agency, the remaining parts of this Agreement and the application thereof shall be valid and enforceable to the fullest extent permitted by law.

**g. Recordation and Amendments in Writing.** This Agreement shall be recorded in the Recorder's Office, with any recording fees relating thereto paid by Grantee. This

Agreement may not be revoked, modified, or amended unless such amendment is set forth in writing and similarly recorded.

**h. Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts (including, without limitation, facsimile and electronic (e.g., PDF) counterparts) as may be convenient or necessary, and the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form one and the same Agreement.

[Signatures follow on subsequent pages]

DRAFT

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the dates specified below.

**GRANTOR:**

**RED HOUSE HQ, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me personally appeared \_\_\_\_\_ the \_\_\_\_\_, of **RED HOUSE HQ, LLC**, an Ohio limited liability company, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said company, and who acknowledge that they held the positions or titles set forth in the instrument and certificate, that they signed the instrument of behalf of the company by proper authority, and that the instrument was the act of the company for the purposes therein stated.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

[Signatures continue on following page]

[Signatures continued from previous page]

**GRANTEE:**

**RAMI PROPERTIES, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me personally appeared \_\_\_\_\_ the \_\_\_\_\_, of **RAMI PROPERTIES, LLC**, an Ohio limited liability company, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said company, and who acknowledge that they held the positions or titles set forth in the instrument and certificate, that they signed the instrument of behalf of the company by proper authority, and that the instrument was the act of the company for the purposes therein stated.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

[Exhibits follow]

## Exhibit A

### Grantor Parcel

### Legal Description

Situated in the State of Ohio, County of Franklin, City of Dublin, partially in Virginia Military Survey No. 2999 and partially in Virginia Military Survey No. 2542, and being portions of the following two (2) tracts of land:

1) an original 15.000 acre tract conveyed to Olde Poste Properties by deed of record in Official Record 4776, Page F01, Recorder's Office, Franklin County, Ohio, and 2.) a 25.000 acre tract conveyed to Olde Poste Properties by deed of record in Official Record 274, Page B11, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of Discovery Boulevard (60 feet wide) as shown upon the plat of "Dedication of Discovery Boulevard and Easements", of record in Plat Book 66, Page 97, Recorder's Office, Franklin County, Ohio, and in a west line of a 13.456 acre tract of land conveyed to White Consolidated Industries, Inc., by deed of record in Official Record 10383, Page D16, Recorder's Office, Franklin County, Ohio;

thence North 10 deg. 52' 41" West along an east line of Discovery Boulevard and along a portion of a west line of said 13.456 acre tract a distance of 45.00 feet to a point of curvature;

thence northerly along a portion of a curved east line of Discovery Boulevard, along a curved west line of said 13.456 acre tract and with a curve to the right; data of which is: radius: 2,020.00 feet and sub-delta = 1 deg. 47' 04", a sub-chord distance of 62.91 feet bearing North 9° 59' 09" West to a point of compound curvature at the south end of a curve connecting a curved west line of Discovery Boulevard with the south line of proposed Wall Street (60 feet wide);

thence northeasterly along said connecting curve, along a curved northwest Line of said 13.456 acre tract and with a curve to the right, data of which is: radius = 30.00 feet and delta = 91° 43' 40", a chord distance of 43.06 feet bearing North 36° 46' 13" East to the point of tangency in the south line of proposed Wall Street;

thence North 82° 38' 03" East along a south line of proposed Wall Street and along a north line of said 13.456 acre tract a distance of 228.13 feet to a point of curvature;

thence easterly along a curved south line of proposed Wall Street, along a curved north line of said 13.456 acre

tract and With a curve to the right, data of Which is: radius=970.00 feet and delta = 5 deg. 29' 17", a chord distance of 92.88 feet bearing North 85° 22' 42" East to the point of tangency;

## Exhibit A

thence North 88 deg. 07' 20" East along a portion of a south line of proposed Wall Street and along a north line of said 13.456 acre tract a distance of 270.00 feet to a point at the northeast corner of said 13.456 acre tract and at the true place of beginning of the tract herein intended to be described;

thence continuing North 88° 07' 20" East along a portion of a south line of proposed Wall Street a distance of 310.00 feet to a point of curvature;

thence southeasterly along a curved south line of proposed Wall Street and With a curve to the right, data of which is: radius=170.00 feet and delta = 90° 00' 00", a chord distance of 240.42 feet bearing South 46° 52' 40" East to the point of tangency;

thence South 1° 52' 40" East along a portion of a west line of proposed Wall Street a distance of 230.00 feet to a point;

thence South 88° 07' 20" West parallel with and 400.00 feet southerly by perpendicular measurement from a south line of proposed Wall Street a distance of 480.00 feet to a point in the east line of said 13.456 acre tract; thence North 1 deg. 52' 40" West along a portion of the east line of said 13.456 acre tract a distance of 400.00 feet to the true place of beginning;

Containing 4.265 acres of land more or less and being subject to all easements and restrictions of record. Of the above described 4.265 acres, 0.812 acre is Within said 15.000 acre tract and 3.453 acres are Within said 25.000 acre tract.

The above description was prepared by Richard J. Bull, Ohio Surveyor No. 4723, of CF. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Worthington, Ohio, from a field survey of larger tracts of which this tract is a part in October, 1985. Basis of bearings is an assumed meridian.

## Exhibit B

### Grantee Parcel

### Legal Description

Situated in the State of Ohio, County of Franklin, City of Dublin, partially in Virginia Military Survey No. 2542 and partially in Virginia Military Survey No. 2999, and being a portion of an original 42.592 acre tract of land conveyed to Continental/NRI Office Ventures, Ltd. by deed of record in Instrument 199808210213135, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning, for reference, at a 3/4-inch I.D. iron pipe all set at a point of compound curvature, in a curved North line of Perimeter Drive (formerly proposed Wall Street) (80 feet wide) at the East end of a curve connecting the curved North line of Perimeter Drive with the East line of Metatec Boulevard (formerly Discovery Boulevard) (60 feet wide), Perimeter Drive and Metatec Boulevard both having been shown upon "Dedication of Discovery Boulevard, Perimeter Drive, Wall Street and Easements", as shown of record in Plat Book 72, Pages 79 & 80, Recorder's Office, Franklin County, Ohio, and in the curved South line of a 13.456 acre tract of land conveyed to Pacific American Property Exchange Corporation by deed of record in Instrument 199805080112605, Recorder's Office, Franklin County, Ohio;

Thence Easterly along a curved North line of Perimeter Drive, along a curved South line of said 13.456 acre tract and with a curve to the left, data of which is: radius = 1,160.00 feet and delta = 14° 00' 00", a chord distance of 282.74 feet bearing N 80° 03' 53" E to a 3/4-inch I.D. iron pipe set at the point of tangency;

Thence N 73° 03' 53" E along a North line of Perimeter Drive and along the South line of said 13.456 acre tract a distance of 223.82 feet to a 3/4-inch I.D. iron pipe set at a point of curvature;

Thence Easterly along a portion of a curved North line of Perimeter Drive, along a curved South line of said 13.456 acre tract and with a curve to the right, data of which is: radius = 1,240.00 feet and sub-delta = 6° 28' 20", a sub-chord distance of 140.00 feet bearing N 76° 18' 03" E to a drill hole found in concrete at the Southeast corner of said 13.456 acre tract, at the Southwest corner of said original 42.592 acre tract;

Thence N 1° 52' 40" W along a portion of a West line of said original 42.592 acre tract and along a portion of the East line of said 13.456 acre tract a distance of 10.11 feet to a 3/4-inch I.D. iron pipe set and at the true place of beginning of the tract herein intended to be described;

Thence continuing N 1° 52' 40" W along a portion of a West line of said original 42.592 acre tract and along a portion of the East line of said 13.456 acre tract a distance of 484.89 feet to a 1-inch I.D. iron pipe found at a corner of said original 42.592 acre tract and at the Southwest corner of a 4.265 acre tract of land conveyed to Ohio Credit Union League by deed of record in Instrument 199710300131231, Recorder's Office, Franklin County, Ohio;

Thence N 88° 07' 20" E along a portion of a line of said original 42.592 acre tract and along a portion of the South line of said 4.265 acre tract a distance of 269.68 feet to a 3/4-inch I.D. iron pipe set;

Thence S 1° 52' 40" E parallel with and 269.68 feet Easterly by perpendicular measurement from a West line of said original 42.592 acre tract and from the East line of said 13.456 acre tract a distance of 473.97 feet to a 3/4-inch I.D. iron pipe set in the new curved North right-of-way line of Perimeter Drive;

Thence Westerly along the new curved North line of Perimeter Drive, and with a curve to the left, data of which is: radius = 1,250.00 feet and delta = 12° 23' 44", a chord distance of 269.90 feet bearing S 85° 48' 14" W to the true place of beginning;

Containing 2.938 acres of land more or less and being subject to all easements and restrictions of record.

The above description was prepared by Ted L. Robinson, Ohio Surveyor No. 5361, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey performed under his supervision in June, 1999. Basis of bearings is a North line of Perimeter Drive, being N 73° 03' 53" E, as shown of record in Plat Book 72, Pages 79 and 80, Recorder's Office, Franklin County, Ohio.

**Exhibit C**

Site Plan

*(Site plan to be attached, which shall be consistent with City of Dublin Application relative to Case Number: \_\_\_\_\_).*

## DUMPSTER SHARING AGREEMENT

This **DUMPSTER SHARING AGREEMENT** (this “**Agreement**”) is made and entered as of the last date of signature below (the “**Effective Date**”) by and between **RED HOUSE HQ, LLC**, an Ohio limited liability company, having a tax mailing address of 6315 Emerald Parkway, Dublin, Ohio 43016 (“**Red House**”) and **RAMI PROPERTIES, LLC**, an Ohio limited liability company, having a tax mailing address of 229 East State Street, Columbus, Ohio 43214 (“**RAMI**”; Red House and RAMI being collectively referred to herein as the “**Parties**” and any one of the Parties a “**Party**”).

### **RECITALS**

A. Red House is the owner of that certain 4.265± acre tract of land known as 5818 Wall Street, Dublin, Ohio 43017, and identified as of the Effective Date as Franklin County Auditor’s Tax Parcel 273-005070 (the “**Red House Parcel**”); and

B. RAMI is the owner of that certain 2.938± acre tract of land situated south and adjacent to the Red House Parcel known as 5980 Perimeter Drive, Dublin, Ohio 43017, and identified as of the Effective Date as Franklin County Auditor’s Tax Parcel 273-010149 (the “**RAMI Parcel**”), and

C. To provide for RAMI’s use of the refuse receptacle located on the Red House Parcel (the “**Dumpster**”) and covering the costs related thereto, the Parties desire to enter this Agreement on the terms herein set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms used in this Agreement shall have the meanings set forth herein.

2. Right of Use and Entry; Shared Obligations. Red House hereby grants RAMI the right to use the Dumpster for the purpose of disposing of common waste generated by the business being operated on the RAMI Parcel, and to enter onto the Red House Parcel to access and use the Dumpster. The Parties agree to share responsibility for the use, operation, and maintenance of the Dumpster, with service for pick up on a regular basis by a professional refuse collection provider (the “**Hauler**”) as may be agreed to as between the Parties. The frequency and day of the regularly scheduled pickup shall be as mutually agreed by the Parties.

3. Hauler Costs. In consideration for Red House issuing RAMI a Grant of Access and Reciprocal Parking Easement contemporaneously with this Agreement, RAMI agrees to be responsible for one hundred percent (100%) of the total actual annual costs as invoiced by the

Hauler to service the Dumpster and to remove and dispose of the waste contained therein (the “**Hauler Costs**”). Red House shall be responsible for entering the contract with the Hauler on terms and conditions mutually agreed by the Parties. Red House shall receive and pay the entirety of the invoices for such Hauler Costs directly to Hauler, and RAMI shall reimburse Red House in an amount equal to one hundred percent (100%) of such paid invoices (“**RAMI’s Share**”). The Parties shall agree upon the timing and method of reimbursement for RAMI’s Share of the Hauler Costs. Red House shall provide copies of all invoices evidencing Hauler Costs with proof of payment upon request.

4. Compliance with all Laws; Improvements, Maintenance, and Repair. The use and maintenance of the Dumpster shall be in accordance with all applicable provisions of the City of Dublin (the “**City**”) Municipal Code. In the event the City requires improvements or modifications to the Dumpster and/or the immediately surrounding area (collectively, the “**Dumpster Area**”) as the result of RAMI’s joint use thereof, RAMI, at its sole cost and expense, shall make such improvements or modifications. In the event the City passes any ordinance generally applicable throughout its jurisdiction that shall require modifications or improvements to the Dumpster Area, the cost of complying with any such ordinance shall be equally shared by the Parties. The Parties agree that all times the Dumpster Area shall be maintained in good condition and repair with the cost of general maintenance to be shared equally by the Parties; provided, however, should the Dumpster Area be damaged by act or omission solely attributable of one of either of the Parties (or its tenants, employees, agents, customers, or invitees), the cost to repair and restore the Dumpster Area shall be at such Party’s sole cost and expense

5. Indemnity. Except as limited by any waiver of subrogation, to the fullest extent allowed by law, RAMI shall indemnify, defend and hold Red House harmless from and against any and all claims, costs (including, without limitation, attorneys’ fees, legal expenses, court costs and interest), liabilities, actions and damages (collectively, “claims”) by or on behalf of any employee, agent, contractor or third person disposing of trash generated on the RAMI Parcel arising in connection with that person entering onto the Red House Parcel to access and use the Dumpster

6. Waiver of Subrogation. Notwithstanding the provisions of Section 5 hereof, RAMI hereby releases and waives all claims, rights of recovery, causes of action that RAMI or any party claiming by, through or under (including, without limitation, RAMI’s insurers) by subrogation or otherwise may now or hereafter have against Red House or its permittees by reason of force majeure or any other cause, including the negligence of Red House or its permittees, that is covered, in whole or in part, under the terms of an applicable insurance policy or that would have been covered under the terms of an applicable insurance policy.

7. Term. The term (“**Term**”) of this agreement shall commence on the Effective Date and shall be for a period of one (1) year. The Term shall automatically renew for successive one (1) year terms unless either Party terminates this Agreement by providing six (6) months prior written notice to the other Party. The financial obligations imposed by this Agreement shall survive the termination hereof for costs and expenses incurred prior to such termination.

8. No Assignment. This Agreement shall be valid only as between the Parties and shall not be assigned by either Party without prior written consent of the other Party.

9. Miscellaneous. The persons signing this Agreement on behalf of each Party is duly authorized to do so and to bind said Party to the obligations hereunder. This agreement shall be governed by the laws of the State Ohio and subject to the jurisdiction of the courts of Franklin County, Ohio. Should any action or proceeding be brought to construe or enforce the terms and conditions of this Agreement or the Parties' rights hereunder, the prevailing Party shall be entitled to recover from the non-prevailing Party all court costs and reasonable attorneys' fees and other costs of litigation incurred in such action or proceeding, and this obligation shall survive and not be deemed to have been merged into any such judgement or by the expiration or termination of this Agreement. If any clause or provision of this Agreement or the application thereof is or becomes illegal, invalid, or unenforceable because of present or future laws, or any ruling or regulation of any governmental agency, the remaining parts of this Agreement and the application thereof shall be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in any number of counterparts (including, without limitation, facsimile and electronic counterparts) as may be convenient or necessary, and the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form one and the same Agreement.

[Signatures follow on next page]

**IN WITNESS WHEREOF**, Red House and RAMI have executed this Agreement as of the dates specified below.

**RED HOUSE:**

**RED HOUSE HQ, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**RAMI:**

**RAMI PROPERTIES, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_